



**THE CORPORATION OF THE
TOWN OF GEORGINA
Council Agenda**

Wednesday, March 26, 2025
7:00 PM

Pages

1. CALL TO ORDER- MOMENT OF MEDITATION

“The Town of Georgina recognizes and acknowledges that we are on lands originally used and occupied by the First Peoples of the Williams Treaties First Nations and other Indigenous Peoples, and on behalf of Mayor and Council, we would like to thank them for sharing this land. We would also like to acknowledge the Chippewas of Georgina Island First Nation as our close neighbour and friend, one with which we strive to build a cooperative and respectful relationship.

We also recognize the unique relationship the Chippewas have with the lands and waters of this territory. They are the water protectors and environmental stewards of these lands and we join them in these responsibilities.”

2. ROLL CALL

3. COMMUNITY ANNOUNCEMENTS

4. INTRODUCTION OF ADDENDUM ITEM(S)

5. APPROVAL OF AGENDA

6. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

7. ADOPTION OF MINUTES

- | | | |
|----|---|----|
| 1. | Special Council Budget Minutes held on December 3, 2024 | 6 |
| 2. | Council Minutes held on February 26, 2025 | 17 |

8. SPEAKERS AND DELEGATIONS

9. PETITIONS

10. PUBLIC MEETINGS

- | | | |
|----|--|----|
| 1. | Statutory Meeting(s) Under The Planning Act Or Meetings Pertaining To The Continuation Of Planning Matters | |
| | a. Application to Amend Zoning Bylaw No. 500 (7:00pm) | 32 |

Proposed Temporary Use Bylaw

Part of Lots 3 and 4, Concession 3 (NG), Part 3, Plan 65R-30885, 591 The Queensway South, Keswick, File# 03.1190

AGENT: Michael Smith Planning Consultants on behalf of Gerald Draper

Report No. DS-2025-0017

Recommendation(s):

1. That Council receive Report No. DS-2025-0017 prepared by the Development Planning Division, Development Services Department, dated March 26, 2025, respecting an application to amend Zoning Bylaw No. 500 submitted by Michael Smith Planning Consultants; Development Coordinators Ltd. on behalf of Gerald Draper for lands municipally addressed as 591 The Queensway South; and,
2. That in the event no public or Council concerns are raised at the public meeting warranting investigation and a further meeting, Staff recommend the following:
 - i. That Council approve the Zoning Bylaw Amendment application and request for a temporary use bylaw submitted by Michael Smith Planning Consultants; Development Coordinators Ltd. on behalf of Gerald Draper for lands municipally addressed as 591 The Queensway South for the purpose of allowing for the temporary use of school bus storage and parking on the property for remuneration for a period of up to three (3) years from the date the bylaw is in force and effect;
 - ii. That pursuant to Section 34(17) of the Planning Act, in the event minor revisions are necessary respecting the proposed amending zoning bylaw, including language regarding a temporary use agreement, further notice shall not be required;
 - iii. that the amending zoning bylaw be finalized and passed at a future Council meeting; and,
 - iv. That Council authorize the Mayor and Clerk to execute an agreement between the Town and the applicant to address matters related to the temporary use, if required.

Or, alternatively,

1. That in the event concerns are raised by the public or Council which require further investigation, Staff

recommend the following:

- i. That Staff report further to Council following the assessment of all Town Department and external agency comments presented in Report No. DS-2025-0017, as well as any comments raised by the public and Council at the Public Meeting; and,
- ii. That Staff provide written notice of the next Council meeting, a minimum of two weeks in advance of the date of said meeting, to the following:
 - a. Any person or public body that has requested to be notified of any future Council meeting(s); and,
 - b. Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the subject application.

2. Statutory Meeting(s) Under Other Legislation

3. Other Public Meetings

11. REPORTS

1. Adoption Of Reports Not Requiring Separate Discussion

- a. Subdivision Agreement - Ballymore (Queensway North)

56

Draft Plan of Subdivision 19T-19G01

Part Lot 15, Concession 3 (NG), Parts 1 and 2, Plan 65R-39418, e/s The Queensway North, Keswick

Report No. DS-2025-0018

Recommendation(s):

1. That Council receive Report No. DS-2025-0018 prepared by the Development Engineering Division, Development Services Department dated March 26, 2025, and authorize the Mayor and Clerk to execute a Subdivision Agreement between Ballymore Development (Georgina) Corp., as Owner, and the Corporation of the Town of Georgina, related to Draft Plan of Subdivision 19T-19G01 commonly referred to as the Ballymore (Queensway North) Subdivision;
2. That Council authorize the Town Solicitor to execute all easements, land transfers, road dedication, and other documents to be registered in connection with Draft Plan of Subdivision 19T-19G01;
3. That Council authorize staff to finalize and execute the

draft Subdivision Agreement, included as Attachment 3 to Report No. DS-2025-0018;

4. That Council authorize a temporary full road closure of The Queensway North from the Intersection of Old Homestead Road to the intersection of Church Street for the purpose of sanitary sewer, watermain, stormsewer and road improvement works; and
5. That a bylaw to amend Traffic Bylaw 2023-0087 (TR-1), as amended, be brought forward and passed at a future Council meeting to regulate traffic and control the parking of vehicles in the Ballymore (Queensway North) Subdivision.

b. Pre-Servicing Agreements - Greystone/Middleburg

160

Draft Plan of Subdivision 19T-14G01, Part Lot 15, Concession 3 (NG) and Part of road allowance between Concessions 2 and 3, being Part 1, 65R-30415

s/s Old Homestead Road, west of The Queensway North, Keswick

Report No. DS-2025-0021

Recommendation(s):

1. That Council receive Report No. DS-2025-0021 prepared by the Development Engineering Division, Development Services Department dated March 26, 2025, respecting the execution of proposed Pre-Servicing Agreements for the Greystone/Middleburg Subdivision;
2. That Council authorize the Mayor and Clerk to execute Pre-Servicing Agreements between Greystone (Homestead) Limited and Middleburg Developments Inc., as Owners, and the Corporation of the Town of Georgina, relating to Draft Plan of Subdivision 19T-14G01 referred to as the Greystone/Middleburg Subdivision Phase 1 and Phase 2; and,
3. That Council authorize staff to finalize and make minor revisions to the draft Pre-Servicing Agreements, included as Attachments 5 and 6 to Report No. DS-2025-0021.

2. Reports Requiring Separate Discussion

12. DISPOSITIONS, PROCLAMATIONS, AND GENERAL INFORMATION ITEMS

1. Dispositions/Proclamations

- a. Chippewas of Georgina Island First Nation requesting support

253

of the formal process of converting lands to reserve status,
26319 Kennedy Road, Sutton

- b. City of Toronto requesting endorsement of its 'Buy Local, Buy Canadian' campaign 260

(Advisement: Town Council adopted Resolution No. C-2025-0032, 'Buy Canadian- Shop Local', on February 5, 2025)

2. General Information Items None

- a. Information Items
- b. Briefing Notes

13. MOTIONS/ NOTICES OF MOTION

14. REGIONAL BUSINESS

15. OTHER BUSINESS

16. BYLAWS

- 1. Bylaw Number 500-2025-0001 (PL-5) amending Bylaw Number 500, Scott Woods Transport, Part Lot 3, Concession 4 (NG), 23049 Woodbine Avenue, File# 03.1172 263

17. CLOSED SESSION None

18. CONFIRMING BYLAW

- 1. Bylaw Number 2025-0022 (COU-1) confirming the proceedings of Council on March 26, 2025 268

19. MOTION TO ADJOURN



**THE CORPORATION OF THE
TOWN OF GEORGINA
Special Council Minutes**

Date: Tuesday, December 3, 2024
Time: 9:00 AM

Members of Council
Present:

Mayor Margaret Quirk
Regional Councillor Davison
Councillor Biggerstaff
Councillor Fellini
Councillor Neeson
Councillor Genge
Councillor Dale

Staff Present:

Ryan Cronsberry, CAO
Denis Beaulieu, Director of Development Services
Steve Lee-Young, Director of Community Services
Michael Bigioni, Director of Legislative Services, Town Solicitor
Ron Jenkins, Director of Emergency Services/Fire Chief
Rob Wheeler, Deputy CAO/Treasurer
Shawn Nastke, Director, Strategic Initiatives
Michael Vos, Director of Operations and Infrastructure
Rachel Dillabough, Town Clerk
Carolyn Lance, Council Services Coordinator
Cheyenne McAnuff, Records and Information Coordinator
Alan Drozd, Manager of Planning Policy
Anne Winstanley, Supervisor, Communications
Bob Ferguson, Manager, Parks Development and Operations
Dina Havkin, Manager of Finance and Deputy Treasurer
Geoff Harrison, Manager, Taxation, Revenue & Customer Service
Karyn Stone, Manager, Economic Development & Tourism
Kelly Atkinson, Head, Human Resources
Michael Iampietro, Manager, Development Engineering
Neil Macdonald, Manager, Capital Projects
Olga Lawton, Corporate Strategy and Transformation
Owen Sanders, Senior Project Manager
Tanya Thompson, Communications Manager
Tim McClatchie, Manager of Facilities

Others Present:

Patti White, Manager of Recreation Services

1. CALL TO ORDER- MOMENT OF MEDITATION

“The Town of Georgina recognizes and acknowledges that we are on lands originally used and occupied by the First Peoples of the Williams Treaties First Nations and other Indigenous Peoples, and on behalf of the Mayor and Council, we would like to thank them for sharing this land. We would also like to acknowledge the Chippewas of Georgina Island First Nation as our close neighbour and friend, one with which we strive to build a cooperative and respectful relationship.

We also recognize the unique relationship the Chippewas have with the lands and waters of this territory. They are the water protectors and environmental stewards of these lands and we join them in these responsibilities.”

- Friday, December 6th, flag-raising ceremony at the Civic Centre in recognition of the National Day of Remembrance and Action on Violence Against Women, a day designated by Parliament following the murder of 14 women at Polytechnique Montreal on December 6, 1989

2. ROLL CALL As noted above**3. COMMUNITY ANNOUNCEMENTS**

1. Pet Of The Month - Animal Shelter staff introducing pets available for adoption from the Georgina Animal Shelter

Jennifer Yapa, Georgina Animal Shelter, introduced Penny and Ryder, one male and one female hound-shepherd mixes approximately 1 year old, found in Pefferlaw as strays

- Saturday, December 7th, 5:00pm, Sutton Santa Claus Parade of Lights, starting in Jackson's Point
- Sunday, December 8th, 9:00am-12:00pm, Meet Santa event at the Sutton Legion
- Friday, December 6th, flag-raising, 10:00am, National Day of Remembrance and Action on Violence Against Women at the Georgina Civic Centre

4. INTRODUCTION OF ADDENDUM ITEM(S)

- Item 9.1, Petition opposing South Drive as a through-way street
- three pieces of correspondence regarding concerns with South Drive becoming a through-way street from Bill and Julie Angliss, Cheryl Woodyatt and Kathlene Bingham

5. APPROVAL OF AGENDA**RESOLUTION NO. C-2024-0366**

Moved By Councillor Biggerstaff

Seconded By Councillor Genge

That the December 3, 2024 Special Council Agenda, with the following addendum items, be approved:

- Item 9.1, Petition opposing South Drive as a through-way street
- three pieces of correspondence regarding concerns with South Drive becoming a through-way street from Bill and Julie Angliss, Cheryl Woodyatt and Kathlene Bingham

Carried

6. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF None

7. ADOPTION OF MINUTES

RESOLUTION NO. C-2024-0367

Moved By Regional Councillor Davison

Seconded By Councillor Neeson

That the following minutes be adopted;

1. Council Minutes of November 6, 2024
2. Council Minutes of November 13, 2024

Carried

8. SPEAKERS AND DELEGATIONS

Dan Pollard, 814 South Drive, spokesperson for a group of residents, voiced concerns regarding the one-way Lake Drive terminus proposed to be South Drive, as South Drive is a narrow, curved road that is difficult to navigate and this proposal would increase traffic along South Drive, creating a situation to increase the dangers on a residential side street . Mr. Pollard requested more information and consideration of moving the terminus somewhere else.

- Mayor Quirk advised that there will be methods to improve and reduce speed and volume of traffic on South Drive
- it was suggested that staff arrange a meeting with residents of South Drive to review and alleviate their concerns

Moved by Councillor Neeson, Seconded by Councillor Genge

RESOLUTION NO. C-2024-0368

That Council receive the delegation by Dan Pollard of South Drive as spokesperson for a group of residents voicing concerns regarding the terminus of the one-way Lake Drive at South Drive and the safety issues it may create along South Drive.

Carried

Gordon Davies, 80 De La Salle Blvd, Jackson's Point, regarding the proposed creation of an emergency vehicle-only access for the area bounded by Lake Drive, Metro Road, Salvation Army Road and Brule Lakeway and suggested that a better alternative to opening De La Salle Blvd to Metro Road at a cost of \$485,000 would be to access the road that already exists via De La Salle Park laneway which is graded and would require updated gates. Mr. Davies believes opening De La Salle Blvd would create parking and beach use issues in the neighbourhood.

RESOLUTION NO. C-2024-0369

Moved By Councillor Genge

Seconded By Councillor Fellini

That Council receive the delegation by Gordon Davies of De La Salle Blvd advising of his concerns with opening De La Salle Blvd and suggesting an alternative access point for cost savings purposes.

Carried

9. PETITIONS

1. Petition against South Drive as a through-way street

RESOLUTION NO. C-2024-0370

Moved By Councillor Genge

Seconded By Regional Councillor Davison

That the petition against South Drive becoming a through-way street be received.

Carried

10. PUBLIC MEETINGS None

11. REPORTS

Advisement: Report No. DCAO-2024-0016 entitled 'Release of the 2025 Proposed Budget' was received by Council on November 6, 2024

Mayor Quirk indicated that Town staff and Council have worked hard to have a budget that recognizes inflationary impacts, uses growth to pay for growth as much as possible, maintains existing service levels while ensuring taxpayers receive good value for their money and ensures capital dollars are in place to keep infrastructure in good repair.

Ryan Cronsberry, CAO, stated that the 2025 proposed budget demonstrates the Town's commitment to provide service excellence and continued financial stability with a focus on working collaboratively to address the issues of housing, supply and affordability, and is a responsible and realistic plan to support staff in delivering Council's priorities.

Rob Wheeler, Deputy CAO and Treasurer, provided a brief overview of the 2025 proposed budget prepared following the strategic plan, the development charges background study, asset management plans and a number of master plans supporting growth in Georgina.

- total budget of \$143,171,685 including operating expenditures of \$89,622,725, reserve contributions of \$16,793,360 and new capital projects of \$36,755,600
- \$2.99% operating budget + \$2% capital investment = 4.99% total proposed tax levy increase. For an average residential dwelling with a Current Value Assessment (CVA) of \$452,000 equates to an additional \$135.00 per year

TAB 14, Operations and Infrastructure, Lake Drive Improvements, Phase 1 - Construction;

Business Case 25-CI-OI-14, \$400,000

Michael Vos provided an overview of the Business Case for Lake Drive Improvements, Phase 1 - Construction. Any improvements made will have no negative impacts to side streets, staff will be working with the design team and with residents to ensure safety considerations do not negatively impact residents.

Moved by Councillor Neeson, Seconded by Councillor Dale

That the Council meeting recess at 10:15am.

Carried

The Council Meeting reconvened at 10:35am

Mayor Quirk inquired if there were any motions to amend the Lake Drive Improvements project; None

TAB 13 - STAFFING REQUESTS;

-Business Case 25-SI-OI-01, Arborist, funded by Existing Budget, \$113,240

-Business Case 25-SI-OI-02, Coordinator, Fleet Support, funded by 50% Cost Recovery from East Gwillimbury, 50% Tax Levy, \$82,810

-Business Case 25-SI-OI-03, Two Roads Labourers, funded by 50% Existing Budget, 50% Stormwater rate, \$181,220

-Business Case 25-SI-ST-01, Stormwater Technologist, funded by Stormwater Rate, \$116,840

-Business Case 25-SI-WAT-01, Operations Technologist, Water and Wastewater, funded by Water and Wastewater Rates, \$116,840

- Business Case 25-SI-FS-01, Fire Prevention Officer, funded by Assessment Growth, \$81,600
- Business Case 25-SI-DS-01, Building Inspector, funded by Building Permit User Fees, \$109,040
- Business Case 25-SI-LS-01, Two Seasonal Parking Control Officers for Winter, funded by Parking Revenue, \$45,000
- Business Case 25-SI-DCAO-01, Revenue Associate - PPT to PFT, funded by Water and Wastewater Rates, \$30,450
- Business Case 25-SI-HR-01, Human Resources Administrative Coordinator, funded by Tax Levy, \$107,020
- Business Case 25-SI-HR-02, Community Employment Program (contract), funded by Tax Levy, \$35,000

TAB 13 - NEW INITIATIVES (Operating);

- Business Case 25-NI-OI-01, Streetlighting, funded by Tax Levy, \$32,000
- Business Case 25-NI-OI-02, Tree Planting Program, funded by Obligationary Reserve, \$40,000
- Business Case 25-NI-OI-03, Emergency Fleet and Equipment Repairs, funded by Discretionary Reserve, \$100,000
- Business Case 25-NI-WAT-01, Air Valve Repair and Replacement, funded by Water and Wastewater Rates, \$50,000
- Business Case 25-NI-CS-01, Cultural Event, funded by Tax Levy, \$25,000
- Business Case 25-NI-DS-01, Planning Consulting Services, funded by Discretionary Reserve, \$30,000
- Business Case 25-NI-SI-01, Georgina Food Pantry Annual Funding, funded by Tax Levy, \$25,000

#6 - CAPITAL REQUESTS;

a) Operations and infrastructure

- Business Case 25-CI-OI-01, Streetlight New Installations and Rehabilitations, funded by Discretionary Reserve, \$30,000
- Business Case 25-CI-OI-02, Minor Capital - Concrete, funded by Discretionary Reserve, \$100,000
- Business Case 25-CI-OI-03, Pavement Management, 2025 Road Repairs and Reconstruction, funded by \$2.2M CCBF, \$2.3M OCIF, \$4,500,000

- Business Case 25-CI-OI-04, High Street Streetscape and Infrastructure - Construction, funded by Long Term Debt (\$2.38M tax levy supported, \$1.38M Water/Wastewater rate supported), \$3,755,000
- Business Case 25-CI-OI-05, Active Transportation Master Plan, funded by Development Charges, \$200,000
- Business Case 25-CI-OI-06, Walkways/Through Connections, funded by Discretionary Reserve, \$20,000
- Business Case 25-CI-OI-07, Design Build - Old Shiloh Bridge, funded by Long Term Debt (Discretionary Reserve), \$3,900,000
- Business Case 25-CI-OI-08, Main Street Dam Condition Assessment, funded by Discretionary Reserve, \$100,000
- Business Case 25-CI-OI-09, Refurbishment of Rescue Pumper (FLT-148), funded by Discretionary Reserve, \$200,000
- Business Case 25-CI-OI-10, Proposed Level of Service and Financial Strategy (All Service Areas), funded by CCBF, \$120,000
- Business Case 25-CI-OI-11, Growth-Related Fleet and Equipment, funded by Development Charges, \$612,000
- Business Case 25-CI-OI-12, Non-Growth related Fleet and Equipment, funded by Discretionary Reserve, \$30,000
- Business Case 25-CI-OI-13, Vehicle and Equipment Replacement (VERS) Strategy, funded by Discretionary Reserve, \$1,615,000
- Business Case 25-CI-OI-14, Lake Drive Improvements, Phase 1 - Construction, funded by CCBF, \$400,000
- Business Case 25-CI-OI-15, Pavement Marking and Sign Upgrades, funded by Discretionary Reserve, \$30,000

b) Community Services

- Business Case 25-CI-CS-01, Non-Core Facilities Assets Repair and Remediation Program, funded by Discretionary Reserve, \$1,202,250
- Business Case 25-CI-CS-02, Parks Repairs and Remediation Program, funded by Discretionary and Obligatory Reserves, \$1,220,000

c) Fire and Rescue Services

- Business Case 25-CI-FS-01, Fire Equipment, funded by Discretionary Reserve, \$190,150
- Business Case 25-CI-FS-02, Design of South Keswick Fire Station and EMS, funded by Long Term Debt (Development Charges) and York Region Paramedic Services, \$1,900,000

-Business Case 25-CI-FS-03, Rescue Pumper - New South Keswick Fire Station, funded by Development Charges, \$1,500,000

-Business Case 25-CI-FS-04, Training Facility, funded by Grants and Development Charges, \$1,650,000

d) Development Services

-Business Case 25-CI-DS-01, Fee Bylaw Review Study, funded by Discretionary and Obligationary Reserves, \$60,000

-Business Case 25-CI-DS-02, Zoning Bylaw Update - Phase II Settlement Areas, funded by Discretionary Reserve and Development Charges, \$150,000

e) Legislative Services

-Business Case 25-CI-LS-01, AIMS Software Upgrade for Non-Parking Offences, funded by Discretionary Reserve, \$20,000

f) Office of the Deputy CAO

-Business Case 25-CI-DCAO-01, Annual Information and Communications Technology (ICT) Cycling, funded by Discretionary Reserve, \$230,000

g) Strategic Initiatives

-Business Case 25-CI-SI-01, Resource Capacity Increase for the Case Management Technology Solution Implementation (Phase 1 - Development Tracking System), funded by Development Charges, \$165,000

-Business Case 25-CI-SI-02, Decorative 'Georgina Display' mobile letters, funded by Discretionary Reserves, \$50,000

h) Georgina Public Library

-Business Case 25-CI-LI-01, Laptops for GPL Programming, funded by Library Reserve, \$17,200

i) Stormwater

-Business Case 25-CI-SWM-01, Storm Water Management Ponds - Minor Restoration, funded by Stormwater Reserve, \$100,000

-Business Case 25-CI-SWM-02, Storm Water Management - Minor Culverts and Ditching, funded by Stormwater Reserve, \$300,000

-Business Case 25-CI-SWM-03, Condition Assessment of Stormwater Main, Manholes and Catch Basins, funded by Stormwater Reserve, \$100,000

-Business Case 25-CI-SWM-04, Various Drainage System Improvements - Construction, funded by Stormwater Reserve, \$2,445,000

-Business Case 25-CI-SWM-05, Storm Water Management Watercourse - Vegetation Control, funded by Stormwater Reserve, \$10,000

-Business Case 25-CI-SWM-06, CLI/ECA Stormwater Compliance, funded by Stormwater Reserve, \$160,000

-Business Case 25-CI-SWM-07, Parks Ditching and Drainage, funded by Stormwater Reserve, \$75,000

j) Water and Wastewater

-Business Case 25-CI-WAT-01, Water Service Replacements Contract 2 - Lake Drive South, funded by Long Term Debt (Water/Wastewater Reserve), \$1,320,000

-Business Case 25-CI-WAT-02, The Queensway South Watermain Replacement - Construction, funded by Long Term Debt (Water/Wastewater Reserve), \$1,134,000

-Business Case 25-CI-WAT-03, Line Valves and Hydrant - Rehabilitation and Replacement, funded by Water/Wastewater Reserve, \$250,000

-Business Case 25-CI-WAT-04, Excess Soils Management, funded by Discretionary and Water/Wastewater Reserves, \$135,000

-Business Case 25-CI-WAT-05, SCADA Upgrade, funded by Water/Wastewater Reserve, \$210,000

-Business Case 25-CI-WAT-06, Sample Stations, funded by Water/Wastewater Reserve, \$120,000

-Business Case 25-CI-WAT-07, Water Meter Replacement, funded by Long Term Debt (Water/Wastewater Reserve), \$4,000,000

-Business Case 25-CI-WAT-08, Watermain Replacement - Golfview Crescent, funded by Water/Wastewater Reserve, \$180,000

-Business Case 25-CI-SEW-01, Gravity Sewer Main and Manhole Repairs, funded by Long Term Debt (Water/Wastewater Reserve), \$750,000

-Business Case 25-CI-SEW-02, Sanitary Sewer and Manhole Condition Assessment, funded by Water/Wastewater Reserve, \$200,000

-Business Case 25-CI-SEW-03, Wastewater Forcemains Condition Assessment, funded by Water/Wastewater Reserve, \$50,000

-Business Case 25-CI-SEW-04, Sewage Pump Station Repairs, Group 2 - Construction, funded by Long Term Debt (Water/Wastewater Reserve), \$600,000

-Business Case 25-CI-SEW-05, CLI ECA Wastewater Operations Compliance, funded by Water/Wastewater Reserve, \$200,000

#7 - Any additional motions from Members of Council to amend the budget

- High Street Streetscape and Infrastructure - Construction; staff was requested to hold an informal workshop or formal presentation at the end of Q1 or early Q2 of 2025 once the pre-design stage has been completed

for discussion and engagement purposes. Staff will report back to update on how staff will proceed with this engagement.

Rob Wheeler advised of a design for the South Keswick Fire Hall and joint EMS Station and very preliminary estimates for the full build in partnership between the Town of Georgina and the Region of York.

RESOLUTION NO. C-2024-0371

Moved by Councillor Fellini, Seconded by Regional Councillor Davison

That Council end the 30-day budget amendment period as defined in the regulations to Bill 3, The Strong Mayors Building Homes Act.

Carried Unanimously

The Mayor and Council Members provided individual closing remarks.

12. DISPOSITIONS, PROCLAMATIONS AND GENERAL INFORMATION ITEMS None

13. MOTIONS/ NOTICES OF MOTION

14. REGIONAL BUSINESS

- Province has put out intent to nominate new Chair for York Region; former Police Chief Eric Jolliffe to be Chair for remainder of 2022-2026 Term of Office
- Thursday's agenda - upcoming project, mental health community care hub planned for Newmarket, accessible for Georgina, CMHA to be running it

15. OTHER BUSINESS None

16. BY-LAWS None

17. CLOSED SESSION None

18. CONFIRMING BY-LAW

Moved By Regional Councillor Davison
Seconded By Councillor Dale

That the following bylaw be adopted;

1. Bylaw Number 2024-0078 (COU-2) confirm proceedings of Special Council on December 3 and 4, 2024

Carried

19. MOTION TO ADJOURN

Council sent its best wishes to Pastor Grant Verdoold for a speedy recovery.

Moved By Councillor Biggerstaff

Seconded By Councillor Dale

That the December 3, 2024 Special Council Budget meeting be adjourned at 12:15pm

Carried

Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk



**THE CORPORATION OF THE
TOWN OF GEORGINA
Council Minutes**

Date: Wednesday, February 26, 2025
Time: 9:00 AM

Members of Council
Present:

Mayor Margaret Quirk
Regional Councillor Davison
Councillor Biggerstaff
Councillor Fellini
Councillor Neeson
Councillor Genge
Councillor Dale

Staff Present:

Ryan Cronsberry, CAO
Denis Beaulieu, Director of Development Services
Steve Lee-Young, Director of Community Services
Michael Bigioni, Director of Legislative Services, Town Solicitor
Ron Jenkins, Director of Emergency Services/Fire Chief
Rob Wheeler, Deputy CAO/Treasurer
Shawn Nastke, Director, Strategic Initiatives
Michael Vos, Director of Operations and Infrastructure
Mamata Baykar, Deputy Clerk
Carolyn Lance, Council Services Coordinator
Anne Winstanley, Supervisor, Communications
Bob Ferguson, Manager, Parks Development and Operations
Karyn Stone, Manager, Economic Development & Tourism
Samantha Naumoski, Committee Services Coordinator
Stefan Hordatt, Manager, Capital Projects - Strategic Initiatives

1. CALL TO ORDER- MOMENT OF MEDITATION

“The Town of Georgina recognizes and acknowledges that we are on lands originally used and occupied by the First Peoples of the Williams Treaties First Nations and other Indigenous Peoples, and on behalf of Mayor and Council, we would like to thank them for sharing this land. We would also like to acknowledge the Chippewas of Georgina Island First Nation as our close neighbour and friend, one with which we strive to build a cooperative and respectful relationship.

We also recognize the unique relationship the Chippewas have with the lands and waters of this territory. They are the water protectors and environmental stewards of these lands and we join them in these responsibilities.”

2. ROLL CALL As noted above

3. COMMUNITY ANNOUNCEMENTS

- Saturday, February 22nd, Flag Day, MP Scot Davidson raised the ROC flag
- Georgina Chamber of Commerce AGM, Shop Local signs available
- Local sporting tournaments being held by sports associations, Sports Hall of Fame concept being discussed, to honour local sports teams
- February 28 to early March, Taste of Georgina
- Sunday, March 2nd, 1st year anniversary of the MURC opening, 1-5pm
- Survey Cards for feedback from residents
- Friday, February 28th, Spaghetti Dinners returning to Udora Community Hall, 6:00pm
- Saturday, March 1st, Euchre nights, Pefferlaw Community Hall, 7pm

Michael Vos provided a brief overview of the two significant weather events of 70cm of snowfall over a five-day period.

4. INTRODUCTION OF ADDENDUM ITEM(S) None

5. APPROVAL OF AGENDA

RESOLUTION NO. C-2025-0035

Moved By Councillor Dale

Seconded By Councillor Neeson

That the February 26, 2025 Council agenda be adopted as presented.

Carried

6. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF None

7. ADOPTION OF MINUTES

RESOLUTION NO. C-2025-0036

Moved By Councillor Biggerstaff

Seconded By Councillor Fellini

That the following minutes be adopted as presented:

1. Council Minutes held on January 15, 2025
2. Council Minutes held on January 22, 2025
3. Council Minutes held on January 29, 2025

Carried

8. SPEAKERS AND DELEGATIONS

1. PRESENTATION: Nation Cheong, United Way of Greater Toronto, concerning its investments in community service agencies delivering programs in Georgina

Nation Cheong of United Way Greater Toronto, provided the 2024 service statistics for Georgina, noting that United Way is the largest funder of community services in the GTA outside of the government and advised that and continues to raise funds to build community hubs, distribute grants, pilot alternative financing such as community loans for organizations and allocate funds to community program grants across Peel, Toronto and York Region.

RESOLUTION NO. C-2025-0037

Moved By Councillor Neeson

Seconded By Councillor Biggerstaff

That Council receive the presentation provided by Nation Cheong of United Way Greater Toronto advising of its investments in community service agencies that deliver programs to Georgina.

Carried

Brian Busby, Pefferlaw, expressed appreciation for the Town's support through the Community Initiative Fund of \$1,000 and announced that \$10,285 was raised for Children's Hunger by hosting a recent comedy night event.

RESOLUTION NO. C-2025-0038

Moved by Councillor Dale

Seconded by Councillor Neeson

That Council receive the delegation made by Brian Busby of Pefferlaw Lions Club announcing the raising of funds for Children's Hunger through a Comedy Night event.

Carried

Terry Hopkins, 15 Patricia Place, abutting the subject property at 772 The Queensway South, indicating that his dug well is 45 metres from the subject property, well within the impact area limit of 75 metres and is concerned that the ground water levels will be negatively affected during construction dewatering and long term foundation drainage following construction. Mr. Hopkins requested a signed agreement to protect his well, to maintain his water level and assure him that he will continue to receive water, and to ensure that if his source of water becomes dry, his well will be replaced and his current well decommissioned.

RESOLUTION NO. C-2025-0039

Moved by Councillor Biggerstaff

Seconded by Regional Councillor Davison

That Council receive the delegation provided by Terry Hopkins, 15 Patricia Place, concerning Report DS-2025-0015, advising of his concerns with impacts to his dug well on his property during and after construction of the stacked townhouse development abutting his property and requesting an agreement and assurances that his supply of water will be maintained in the long term.

Carried

Natalie Boodram of WSP Planning, Agent for the applicants, Report DS-2025-0012, 117 Spring Road, shared a Site Plan of the subject property indicating 16 townhouse units on private condominium road, 2 storeys above grade, walk-out basement, parking areas, snow storage areas, amenity area, pedestrian sidewalk and secured landscaping. Zoning Bylaw Amendment was approved by the Ontario Land Tribunal on May 10, 2024 subject to certain provisions. The application is exempt from site plan control and detailed design is being reviewed through the Condominium application for draft plan approval.

RESOLUTION NO. C-2025-0040

Moved by Councillor Fellini

Seconded by Councillor Genge

That Council receive the presentation provided by Natalie Boodram, agent for the applicant of Report No. DS-2025-0012, 117 Spring Road, Draft Plan of Condominium application.

Carried

9. PETITIONS**10. PUBLIC MEETINGS None****11. REPORTS****1. Adoption Of Reports Not Requiring Separate Discussion**

Moved By Councillor Neeson

Seconded By Regional Councillor Davison

That Council adopt the following;

a. CLI-ECA 2024 Annual Sanitary Collection System Performance Report

Report No. OID-2025-0004

RESOLUTION NO. C-2025-0041

1. That Council receive Report No. OID-2025-0004 prepared by the Water/Wastewater/Waste Division, Operations and Infrastructure Department regarding the CLI-ECA 2024 Annual Sanitary Collection System Performance Report dated February 26, 2025; and,
2. That Council approve Attachment 1 being “CLI-ECA 2024 Annual Sanitary Collection System Performance Report” and direct staff to submit the approved report to the Director of the Ministry of Environment, Conservation and Parks prior to March 31, 2025.

Carried**2. Reports Requiring Separate Discussion****b. Georgina Ice Palace Replacement Seating and New Railings**

Report No CSD-2025-0005

Tim McClatchie, Mowafak Rajjoub and **Stefan Hordatt** provided a brief review of the report.

Councillor Genge requested a recorded vote for recommendations 2 and 4.

RESOLUTION NO. C-2025-0042

Moved By Councillor Biggerstaff

Seconded By Councillor Fellini

1. That Council receive Report No. CSD-2025-0005 prepared by the Capital Projects Division, Community Services Department dated February 26, 2025 in regards to the Georgina Ice Palace Replacement Seating and New Railings projects.
3. That Council approve an additional \$50,000 to lower and enlarge four windows for use as viewing areas; two windows for the blue pad and two windows for the green pad, contingent upon discussion with the Georgina Accessibility Advisory Committee.
5. That the report be provided to the Georgina Accessibility Advisory Committee for input and discussion with staff concerning future AODA compliant issues at the Ice Palace for 2026 budget purposes, conduct a full review of former reports concerning this building as a whole and discuss the merits of a third party audit of the entire building for AODA compliance.

Carried

RESOLUTION NO. C-2025-0043

Moved By Councillor Biggerstaff

Seconded By Councillor Fellini

2. That Council approve an additional \$155,000 of funding, from the Facility Repair and Replacement Reserve, to provide a total revised budget of \$180,000 incl NR HST to be allocated to the approved Capital Project No 24-CI-CS-02 – GIP Railings, for the expansion in width of six stairways within the arena seating area and the provision of new centre-line AODA railings at each of the stairways.

4. That Council approve an additional \$115,000 of funding, from the Facility Repair and Replacement Reserve, to provide a total revised budget of \$340,000 incl NR HST to be allocated to the approved Capital Project No 25-CI-CS-01 – Georgina Ice Palace Seating. \$40,000 of the \$340,000 will be used as a contingency.

	<u>YEA</u>	<u>NAY</u>
Councillor Genge		x
Councillor Fellini	x	
Councillor Biggerstaff	x	
Councillor Dale	x	
Mayor Quirk	x	
Councillor Neeson	x	
Regional Councillor Davison	x	

Carried (6 to 1)

That the Council meeting recess at 10:55am.

Carried

The Meeting reconvened at 11:10am.

d. Terry Fox Park – Design and Cost Update

Report No. CSD-2025-0003

Erik Mirtsou and **Howard Nauboris** of Treasure Hill presented the design of the Terry Fox Park within the Treasure Hill subdivision, noting that all elements within the park are AODA accessible. The park is on track for completion this year for the 45th anniversary of Terry Fox's Marathon Of Hope.

RESOLUTION NO. C-2025-0044

Moved By Councillor Neeson

Seconded By Regional Councillor Davison

1. That Council receive Report No. CSD-2025-0003 prepared by the Community Services Department dated February 26, 2025, regarding the design and construction of the Terry Fox Park within registered Plan of Subdivision 65M-4658 provided by Orchidtrail Building (BT) Corp.
2. That Council approve the Park design attached to Report No. CSD-2025-0003 provided by Orchidtrail Building (BT) Corp., in the Treasure Hill Subdivision.
3. That Council direct staff to enter into an agreement with Orchidtrail Building (BT) Corp. for the construction of the Terry Fox Park.
4. That Council approve a project budget of \$2,072,400 with \$1,922,400 to be funded by Development Charges (DC) and \$150,000 to be funded by a contribution from Treasure Hill.
5. That Council authorizes the Town Solicitor to execute a Development Charge Credit Agreement between Orchidtrail Building (BT) Corp. and the Corporation of the Town of Georgina for the construction of Terry Fox Park.

Carried Unanimously

- e. Draft Plan of Condominium Application

ZHENGJI ZHUGE and JIA LI

Lot 9, Plan 65M-2613, 117 Spring Road, Keswick, File # 01.165

Report No. DS-2025-0012

Denis Beaulieu; advised that a number of changes were made and negotiated through the Ontario Land Tribunal settlement phase.

RESOLUTION NO. C-2025-0045

Moved By Councillor Fellini

Seconded By Councillor Neeson

1. That Council receive Report No. DS-2025-0012 prepared by the Development Planning Division, Development Services Department dated February 26, 2025 respecting an application for Draft Plan of Condominium (Common Element) approval (File: 01.165) submitted by WSP Canada

Inc. on behalf of Zhengji Zhuge and Jia Li for the property legally described as Lot 9, Plan 65M-2613 and addressed as 117 Spring Road, Keswick;

2. That Council approve the Draft Plan of Condominium application, subject to the Conditions of Draft Plan Approval forming Attachment 9 to Report DS-2025-0012;
3. That Council reserve 41.06 persons equivalent of servicing allocation for the proposed development from Category 2 - Major Residential Development - Built-Up Area for a period of up to three years in accordance with the lapsing provision noted in the Draft Plan Conditions; and,
4. That the reserved servicing allocation be revoked if the Draft Plan has not proceeded toward registration to the satisfaction of the Director of Development Services within the term of the Draft Plan approval.

Carried

- f. Application to Amend Zoning Bylaw No. 500

STYLUX KESWICK INCORPORATED

Part of Lot 1, Concession 2 (NG), Part 1 on Plan 65R-10850, 772 The Queensway South, Keswick, File # 03.1178

Report No. DS-2025-0015

Denis Beaulieu advised that the Hydrogeological report indicated the need for dewatering before and post construction.

- levels do not require a permit to take water
- need for a well impact study that would require well monitoring to collect accurate data
- recommend implementation of a well impact study through the Condominium approval process
- reasonable securities can be imposed depending on the level of risk determined through the well impact assessment to ensure that if the developer is either unable or unwilling to correct any deficiencies, the Town can undertake the work

Terry Hopkins; indicated that many years ago, the individuals who purchased their homes in this area inquired with the Town regarding availability of municipal services and were advised that municipal services would not be provided to their properties. The homeowners then installed wells and septic systems for their homes.

RESOLUTION NO. C-2025-0046

Moved By Councillor Biggerstaff

Seconded By Regional Councillor Davison

1. That Council receive Report No. DS-2025-0015 prepared by the Development Planning Division, Development Services Department dated February 26, 2025 respecting an application to amend Zoning Bylaw No. 500 (File No. 03.1178) submitted by Michael Smith Planning Consultants; Development Coordinators Ltd. (c/o Michael Smith) on behalf of Stylux Keswick Incorporated for lands legally described as Part of Lot 1, Concession 2 (NG), Part 1 on Plan 65R-10850 and located at 772 The Queensway South, Keswick;
2. That Council approve the revised Zoning Bylaw Amendment application to rezone the subject lands from a Highway Commercial (C2) zone to a site-specific Medium Density Urban Residential (R3-78) zone, as described in Report No. DS-2025-0015;
3. That Council acknowledges that there have been revisions to the proposed Zoning Bylaw since the October 18, 2023 public meeting and that in accordance with Section 34(17) of the *Planning Act* has determined these revisions to be minor and not requiring an additional public meeting; and,
4. That the amending Zoning Bylaw be finalized and passed by Council at a future meeting.

Carried**12. DISPOSITIONS, PROCLAMATIONS, AND GENERAL INFORMATION ITEMS**

1. Dispositions/Proclamations
 - a. Regional Council Decision concerning speed limit revisions in Georgina

RESOLUTION NO. C-2025-0047

Moved By Regional Councillor Davison

Seconded By Councillor Dale

That Town Council receive speed limit revisions in the community of Udora, Town of Georgina and surround area to improve safety based on principles defined in the Established Speed Limits on Regional Roads Policy.

Carried

- b. Autism Ontario requesting Council proclaim April 2nd as 'World Autism Day' and raise the Autism flag to show support for autistic individuals

RESOLUTION NO. C-2025-0048

Moved By Councillor Dale

Seconded By Councillor Biggerstaff

That Town Council proclaim April 2, 2025 as 'World Autism Day' and endorse the raising of the Autism flag on the same day to show support for autistic individuals across Ontario and within our community.

Carried

- c. Down Syndrome Association requesting Council proclaim March 21st as 'Georgina Down Syndrome Day', raise its flag from March 21 to 24 and promote the day on the Town's social media

RESOLUTION NO. C-2025-0049

Moved By Regional Councillor Davison

Seconded By Councillor Fellini

That Town Council proclaim Friday, March 21st as 'Georgina Down Syndrome Day' throughout the Town of Georgina, raise the Down Syndrome flag on Friday, March 21st and promote the event on the Town's social media avenues.

Carried

- d. Town of Newmarket requesting endorsement of its position concerning the redistribution of Provincial Land Transfer Tax and GST to municipalities

RESOLUTION NO. C-2025-0050

Moved By Councillor Neeson

Seconded By Councillor Dale

That Town Council receive correspondence from the Town of Newmarket requesting the redistribution of Provincial Land Transfer Tax and GST to municipalities for sustainable infrastructure funding, advising that Georgina Council passed a similar motion in January of 2025.

Carried

- e. Eastern Ontario Warden's Caucus (EOWC) requesting support of its position concerning the protection of Canada in response to proposed U.S. tariffs, and remove impediments and barriers for Canadians buying local Canadian goods and services

RESOLUTION NO. C-2025-0051

Moved By Councillor Neeson

Seconded By Councillor Biggerstaff

That Town Council endorse the Eastern Ontario Warden's Caucus position supporting the Canadian and Ontario governments on the measures put in place to respond to the proposed U.S. tariffs on Canadian goods and requesting the removal of all impediments and barriers to municipalities preferring Canadian companies, trade barriers between provinces and legislative barriers for Canadians buying local Canadian goods and services.

Carried

- f. Township of Uxbridge requesting municipalities to implement similar policies concerning the implementation of a 'Buy Canadian' policy

RESOLUTION NO. C-2025-0052

Moved By Regional Councillor Davison

Seconded By Councillor Genge

That Town Council receive correspondence from the Township of Uxbridge advising of its position regarding its intended implementation of a 'Buy Canadian' policy and requesting other municipalities implement a similar policy.

Carried

- g. York Region Food Council's Food Charter outlining collective values and priorities, a guiding document for food-related policies and action to foster healthy communities

RESOLUTION NO. C-2025-0053

Moved By Regional Councillor Davison

Seconded By Councillor Neeson

That Town Council endorse the York Region Food Council's Food Charter outlining collective values and priorities, a guiding document for food-related policies and action to foster healthy communities, and that the Food Charter be forwarded to the Georgina Equity and Diversity Advisory Committee and the Georgina Agricultural Advisory Committee for discussion and information.

Carried

- 2. General Information Items
 - a. Information Items

RESOLUTION NO. C-2025-0054

Moved By Councillor Fellini

Seconded By Councillor Dale

That Town Council receive the General Information items for February 26, 2025.

Carried

b. Briefing Notes None

13. MOTIONS/ NOTICES OF MOTION None**14. REGIONAL BUSINESS**

- York Region Council received \$16.2 Million in Federal and Provincial funding over 2 years for homelessness and housing, unsure how much funding will be allotted for Georgina.

15. OTHER BUSINESS None**16. BYLAWS**

Moved By Councillor Fellini

Seconded By Regional Councillor Davison

That the following bylaws be adopted;

1. Bylaw Number 2025-0012 (TR-1) to amend Schedule A to Bylaw 2017-0050 regulating parking on private property in the Town of Georgina, adding and removing names
2. Bylaw Number 2025-0013 (AD-1) appointing Municipal Law Enforcement Officers
3. Bylaw Number 2025-0014 (LI-3) amending Bylaw 2004-0130 (LI-3) providing for the licensing and regulation of dogs; running at larg

Carried**17. CLOSED SESSION**

Moved By Councillor Dale

Seconded By Councillor Genge

That Council convene into Closed Session at 12:00pm to deal with the following matters;

- a. A PROPOSED OR PENDING ACQUISITION OR DISPOSITION OF LAND BY THE MUNICIPALITY OR LOCAL BOARD, Section 239(2)(c), MA; Keswick Park verbal update
- b. PERSONAL MATTER ABOUT AN IDENTIFIABLE INDIVIDUAL, INCLUDING MUNICIPAL OR LOCAL BOARD EMPLOYEES, Section 239(2)(b), MA; Confidential Attachment to Report No. LS-2025-0002,

appointments to Georgina Accessibility Advisory Committee and Georgina Environmental Advisory Committee for the remainder of the 2022-2026 Term of Office

- c. A PROPOSED OR PENDING ACQUISITION OR DISPOSITION OF LAND BY THE MUNICIPALITY OR LOCAL BOARD, Section 239(2)(c), MA; Sutton

Carried

Moved By Councillor Biggerstaff
Seconded By Councillor Fellini

That Council reconvene into Open Session at 12:35pm and report on matters discussed in closed session.

Carried

RESOLUTION NO. C-2025-0055

Moved By Councillor Biggerstaff
Seconded By Regional Councillor Davison

In regard to Closed Session Item No. 17.1.a under 239(2)(c) of the Municipal Act being a proposed or pending acquisition or disposition of land by the municipality or local board, regarding Keswick Park verbal update;

1. That Council receive the update and staff be directed to proceed accordingly.

Carried

RESOLUTION NO. C-2025-0056

Moved By Councillor Biggerstaff
Seconded By Councillor Dale

In regard to Closed Session Item No. 17.1.b under Section 239(2)(b) of the Municipal Act being a personal matter about an identifiable individual, including municipal or local board employees, regarding confidential attachment to Report No. LS-2025-0002, appointments to Georgina Accessibility Advisory Committee and Georgina Environmental Advisory Committee for the remainder of the 2022-2026 Term of Office;

1. That Council receive the update and staff be directed to proceed accordingly.

Carried

RESOLUTION NO. C-2025-0057

Moved By Councillor Genge
Seconded By Regional Councillor Davison

In regard to Closed Session Item No. 17.1.c under 239(2)(c) of the Municipal Act being a proposed or pending acquisition or disposition of land by the municipality or local board regarding Sutton;

1. That Council receive the staff update.

Carried

11. REPORTS

1. Adoption Of Reports Not Requiring Separate Discussion

- c. Georgina Accessibility Advisory Committee and Georgina Environmental Advisory Committee appointments to fill vacancies for the remainder of the 2022-2026 Term of Office

Report No. LS-2025-0002

RESOLUTION NO. C-2025-0058

Moved By Councillor Biggerstaff

Seconded By Councillor Dale

1. That Report No. LS-2025-0002 prepared by the Clerk's Division, Legislative Services, dated February 26, 2025, respecting an appointment to the Georgina Accessibility Advisory Committee and an appointment to the Georgina Environmental Advisory Committee, be received.
 2. That Council review the confidential attachment detailing the applications received for the following Committees:
 - a. Georgina Accessibility Advisory Committee
 - b. Georgina Environmental Advisory Committee
 3. That Council direct the Clerk's Division to prepare the necessary bylaw to give effect to the appointment.
 4. That the appointment of the selected Applicant by Council come into effect upon the passing of the Appointment Bylaw and acceptance of the appointment by the Committee Designate.

Carried

18. CONFIRMING BYLAW

Moved By Regional Councillor Davison

Seconded By Councillor Fellini

That the following bylaw be adopted;

1. Bylaw Number 2025-0015 (COU-2) confirming proceedings of Council on February 26, 2025

Carried

19. MOTION TO ADJOURN

Moved By Councillor Dale

Seconded By Councillor Biggerstaff

That the Council meeting adjourn at 12:38pm.

Carried

Margaret Quirk, Mayor

Mamata Baykar, Deputy Clerk

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DS-2025-0017

**FOR THE CONSIDERATION OF
COUNCIL**

March 26, 2025

**SUBJECT: APPLICATION TO AMEND ZONING BYLAW NO. 500
PROPOSED TEMPORARY USE BYLAW
PART OF LOTS 3 AND 4, CONCESSION 3 (NG)
PART 3, PLAN 65R-30885**

1. RECOMMENDATIONS:

1. That Council receive Report No. DS-2025-0017 prepared by the Development Planning Division, Development Services Department, dated March 26, 2025, respecting an application to amend Zoning Bylaw No. 500 submitted by Michael Smith Planning Consultants; Development Coordinators Ltd. on behalf of Gerald Draper for lands municipally addressed as 591 The Queensway South; and,
2. That in the event no public or Council concerns are raised at the public meeting warranting investigation and a further meeting, Staff recommend the following:
 - i) That Council approve the Zoning Bylaw Amendment application and request for a temporary use bylaw submitted by Michael Smith Planning Consultants; Development Coordinators Ltd. on behalf of Gerald Draper for lands municipally addressed as 591 The Queensway South for the purpose of allowing for the temporary use of school bus storage and parking on the property for remuneration for a period of up to three (3) years from the date the bylaw is in force and effect;
 - ii) That pursuant to Section 34(17) of the Planning Act, in the event minor revisions are necessary respecting the proposed amending zoning bylaw, including language regarding a temporary use agreement, further notice shall not be required;
 - iii) That the amending zoning bylaw be finalized and passed at a future Council meeting; and,
 - iv) That Council authorize the Mayor and Clerk to execute an agreement between the Town and the applicant to address matters related to the temporary use, if required.

Or, alternatively,

3. That in the event concerns are raised by the public or Council which require further investigation, Staff recommend the following:
- i) That Staff report further to Council following the assessment of all Town Department and external agency comments presented in Report No. DS-2025-0017, as well as any comments raised by the public and Council at the Public Meeting; and,
 - ii) That Staff provide written notice of the next Council meeting, a minimum of two weeks in advance of the date of said meeting, to the following:
 - a) Any person or public body that has requested to be notified of any future Council meeting(s); and,
 - b) Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the subject application.

2. **PURPOSE:**

The purpose of this report is to provide Staff's preliminary analysis, outline comments received and provide recommendations respecting an application for a Temporary Use Zoning Bylaw Amendment (ZBA) submitted by Michael Smith Planning Consultants; Development Coordinators Ltd. on behalf of Gerald Draper to permit the temporary use of school bus storage and parking for remuneration at the rear of the subject lands for a period of up to three (3) years.

3. **BACKGROUND:**

3.1 **SUBJECT LANDS AND SURROUNDING LAND USES**

The subject lands are located on the east side of The Queensway South, south of Garrett Styles Drive in Keswick (refer to Attachment 1). The property currently contains a restaurant and a grocery store, and adjacent land uses are as follows:

North: Commercial and Residential Uses
South: Residential Uses
East: Residential Uses
West: Institutional, Commercial and Residential Uses

Refer to *Table 1* below for a summary of property information.

Table 1 – Summary of Property Information		
General Property Information		
Municipal Address	591 The Queensway South	
Legal Description	Part of Lots 3 and 4, Concession 3 (NG), Part 3, Plan 65R-30885	
Roll Number	197000014289000	
Lot Frontage	82.34 metres	
Lot Area	8,103 square metres	
Zoning	Site Specific Highway Commercial (C2-9)	
Keswick Secondary Plan Designation	Mixed-Use Corridor 1	
York Region Official Plan	Community Area	
Related Applications	None	
Land Use and Environmental Considerations		
Existing Structures	Grocery Store / Restaurant	
Proposed Structures	None	
Key Natural Heritage Features	None	
Natural Hazards	None	
Regulatory Status		
Heritage Status	Neither listed nor designated	
LSRCA	No	
MTO	No	
Servicing		
	Existing	Proposed
Water	Municipal	Municipal
Sanitary	Municipal	Municipal
Access	The Queensway South	The Queensway South

Refer to Attachments 1 and 4 for the location map and site photos of the subject lands, respectively.

3.2 PROPOSAL

A temporary use Zoning Bylaw Amendment (ZBA) application has been submitted to permit the temporary use of school bus storage and parking for remuneration at the rear of the subject lands.

3.3 SUBMISSION MATERIALS

Refer to Attachment 3 for a summary of all submission documents. Submitted documents are available from the Development Planning Division or via the below link:

[Submission Documents](#)

4. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

4.1 PUBLIC CONSULTATION

An initial submission was provided to the Town on December 23, 2024 and the application was deemed complete via letter on January 23, 2025.

A Notice of Complete Application and Public Meeting was mailed to all assessed property owners within 120 metres of the subject lands on February 26, 2025, and a public notice sign was posted on the property on February 28, 2025. For additional notification, the combined Notice of Complete Application and Public Meeting was also posted to the Town website on February 28, 2025.

At the time of writing this report, one comment from a member of the public has been received. The comment related to the preservation of existing trees and the planting of additional trees and landscaping to minimize impacts on adjacent residential properties (refer to Attachment 7).

The proposed temporary use ZBA does not include a proposal to remove trees or the planting of additional trees or landscaping within the existing developed and disturbed area of the property.

4.2 EXTERNAL AGENCY AND TOWN DEPARTMENT COMMENTS

Town department and agency comments received are available in Attachment 6 and are summarized below.

Lake Simcoe Region Conservation Authority (LSRCA)

The LSRCA has no concerns related to the proposal and noted that a permit will not be required as the proposal is located outside the regulated area.

Hydro One

Hydro One has no concerns related to the proposal and has noted that there is an underground secondary service feeding the existing store/restaurant, and if there are any proposed digging/grading changes, the owner is to contact Ontario One-Call.

The below departments / agencies have no comments or concerns:

- Development Engineering Division
- Enbridge Gas Distribution
- Municipal Law Enforcement Division
- Georgina Fire Department
- Parks Development and Operations Division

- Rogers Communications
- Tax and Revenue Division
- York Catholic District School Board
- York Region

5. ANALYSIS:

The following is an overview of the proposed temporary use ZBA against applicable Provincial, Regional and Town planning documents.

5.1 PROVINCIAL POLICY FRAMEWORK

Pursuant to Section 3(5) of the *Planning Act*, a decision of the Council of a municipality, in respect of the exercise of any authority that affects a planning matter, shall be consistent with provincial policy statements and shall conform with, or not conflict with, the provincial plans that are in effect.

5.1.1 The Provincial Planning Statement, 2024

The Provincial Planning Statement (2024 PPS) provides policy direction on matters of provincial interest related to land use planning and development and plays a key role in setting the policy foundation for regulating development and the use of land in Ontario.

The subject lands are located within the Keswick Secondary plan, which is considered a “Settlement Area” in the 2024 PPS. Settlement areas have been designated for development over the long-term planning horizon and shall be the focus of growth and development. Section 2.1.6, Planning for People and Homes, indicates that planning authorities should support the achievement of complete communities by accommodating an appropriate range and mix of land uses.

By using an underutilized parking area for the temporary storage and parking of school buses, the proposed temporary use ZBA would help with the need to provide transportation to schools and associated childcare facilities.

Staff note that adding this temporary use will not preclude future redevelopment of the subject lands which aligns with the general policies for settlement areas outlined in the 2024 PPS.

Staff are of the opinion that the proposed temporary use ZBA is consistent with the 2024 PPS.

5.1.3 The Greenbelt Plan, 2017 (GBP)

The Greenbelt Plan (GBP) identifies where urbanization should not occur to provide permanent protection to the agricultural land base and the ecological features and functions occurring on the landscape.

The subject lands are located in the community of Keswick, which is designated Towns / Villages on Schedule 1 of the GBP. Pursuant to Section 3.4.3, Towns / Villages are subject to the policies of the PPS and continue to be governed by official plans. The designation is not subject to the policies of the GBP, save and except for the policies of Sections 3.1.5 (Agri-food Network), 3.2.3 (Water Resource System Policies), 3.2.6 (External Connections), 3.3 (Parkland, Open Space and Trails) and 3.4.2 (General Settlement Area Policies), which do not affect the subject proposal.

As such, Staff are of the opinion that the application conforms with the GBP.

5.1.4 The Lake Simcoe Protection Plan, 2009 (LSPP)

The Lake Simcoe Protection Plan (LSPP) seeks to protect, improve and restore the elements that contribute to the ecological health of the Lake Simcoe Watershed, including water quality, hydrology, key natural heritage features and their functions, and key hydrologic features and their functions.

The subject lands are not regulated under Ontario Regulation 41/24.

Staff are of the opinion that the application conforms with the LSPP.

5.2 York Region Official Plan, 2022 (YROP)

Pursuant to Section 70.13 (2) of the *Planning Act* (as amended by Bill 23), the relevant policies of the YROP are deemed to constitute part of the Town of Georgina Official Plan until the Town either revokes or amends them to provide otherwise. In this regard, it is anticipated that the relevant policies of the YROP will be incorporated into the Town's Official Plan as part of a future comprehensive update.

Section 2.3.2 of the YROP outlines that communities should use land efficiently and optimize infrastructure with compact, mixed-use pedestrian friendly and transit-supportive built-form.

The proposed temporary use of school bus storage and parking will use the existing underutilized parking area at the rear of the subject lands while allowing the current restaurant and existing grocery to continue to operate. The temporary use will not negatively impact future redevelopment of the property if the current/future owner wishes to do so.

The subject lands are designated Urban Area on Map 1 and a Community Area on Map 1A of the YROP. Section 4.2, *Community Areas*, details policies related to the location of residential and service job growth and enhancing existing communities as well as policies related to the development of new communities.

York Region has reviewed the application and has no objections.

Staff are of the opinion that the proposed temporary use bylaw conforms to the YROP.

5.3 Keswick Secondary Plan, 2023 (KSP)

The subject lands are designated Mixed-Use Corridor 1 – The Queensway. This area is intended to intensify over time and will provide a range of commercial uses; restaurants and parking facilities are permitted in this designation.

The parking management policies of the KSP require that parking facilities be landscaped to complement the urban streetscape, not be located between the building and The Queensway, and access be provided from local roads where possible.

The proposed school bus storage and parking will be located within the existing parking area at the rear of the subject lands. The existing vegetation and access from The Queensway will be maintained. The only proposed alteration on the subject lands to accommodate the proposed temporary use is line painting within the existing parking area to delineate the 4.0 m x 13.0 m bus parking spaces.

The application has been evaluated against Section 13.1.8.3 of the KSP and Staff are of the opinion that the application is consistent with the criteria outlined in Section 11.2 of the Town of Georgina Official Plan for the consideration of temporary uses.

Staff are of the opinion that the temporary use of school bus storage and parking on the subject lands conforms to the KSP.

5.4 Zoning Bylaw No. 500

The subject lands are currently zoned Site Specific Highway Commercial (C2-9) on Map 12, Page 1 of Schedule 'A' of Zoning Bylaw No. 500. The applicant is seeking approval of a Temporary Use Bylaw to permit school bus storage and parking at the rear of the subject lands. The draft amending Zoning Bylaw, as submitted by the applicant's agent, is included as Attachment 5.

The permitted uses within the C2-9 zone are restricted to include a restaurant and a single dwelling unit located in the rear or above the restaurant. In May 2023, the Committee of Adjustment approved a Minor Variance application (A07-23) to add a 'fine food grocery store' as a permitted use as it was considered related and complementary to the existing permitted restaurant use, and the grocery store would sell goods related to the ones produced in the restaurant.

Zoning Bylaw 500 requires the existing restaurant/grocery store to provide 27 parking spaces. The site plan provided shows that the restaurant/grocery store has approximately 50 parking spaces, which exceeds the required amount of parking.

The applicant is proposing that 23 of the parking spaces located behind the existing restaurant/grocery store be utilized for school bus storage and parking. Each bus parking space will be 4.0 metres x 13.0 metres. The proposed 12.2 metre landscaped open space between the bus parking area and the rear property line will exceed the 1.5 metre planting strip required in Section 5.31 where commercial uses abut residential uses.

The proposed temporary zoning bylaw would be in place for a period of time no greater than three (3) years, following which the site-specific temporary zoning will lapse. If the applicant wishes to extend this time frame, a further application and amending bylaw will be required.

Staff recommend that any changes required to the draft zoning bylaw (Attachment 5) as outlined in the report, including language regarding a temporary use agreement, be considered minor as per Section 34(17) of the *Planning Act*, as amended, and that no additional notice is required when the bylaw returns to Council for passing.

6. RELATIONSHIP TO STRATEGIC PLAN:

This report addresses the following Town of Georgina corporate strategic goal: Ensuring Balanced Growth.

7. FINANCIAL AND BUDGETARY IMPACT:

There are no financial concerns or budgetary impacts on the Town as a result of this application. Should a temporary use agreement be required, the applicant will be required to pay the Town's legal costs associated with the preparation and registration of the Agreement.

8. CONCLUSION:

Staff are of the opinion that the proposed temporary Zoning Bylaw Amendment application is consistent with the planning policy framework and the Official Plan. Staff recommend approval of the application; however, should any concerns be raised at the public meeting by members of the public or Council that require further investigation, Staff recommend that the applicant be required to address such issues, and that Staff report back to Council at a future meeting.

Prepared By: Monika Sadler
Planner I

Reviewed By: Janet Porter, MCIP, RPP
Manager of Development Planning

Recommended By: Denis Beaulieu, MCIP, RPP
Director of Development Services

Approved By: Ryan Cronsberry
Chief Administrative Officer



Attachments:

Attachment 1 – Location Map
Attachment 2 – Conceptual Site Plan
Attachment 3 – Summary of Submission Documents
Attachment 4 – Site Photographs
Attachment 5 – Draft Amending Zoning By-law
Attachment 6 – Consolidated Comments
Attachment 7 – Redacted Public Comments

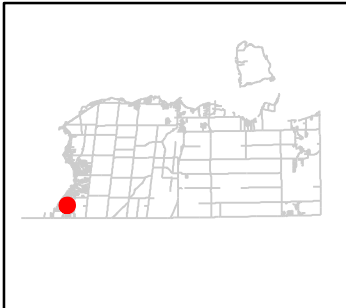


591 The Queensway South

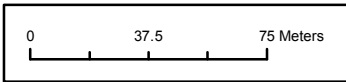
Legend

-  Subject Property
-  Parcel Fabric

Report # DS-2025-0017
Attachment 1
Page 1 of 1



Town of Georgia
ITS- GIS Services
Created: Jan, 22, 2025



HOME HARDWARE
PART 1



SUMMARY OF SUBMISSION DOCUMENTS

- Draft Bylaw
- Planning Justification Report
- Site Plan
- Survey
- Topographic Survey

SITE PHOTOS

591 The Queensway South
Facing North



591 The Queensway South
Facing East



591 The Queensway South
Facing West



591 The Queensway South
Facing South



591 The Queensway South
Facing North



591 The Queensway South
Facing East



THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

TEMPORARY USE BY-LAW NUMBER 500-2025- ()

BEING A BYLAW TO AMEND BY-LAW NUMBER 500, BEING A BY-LAW TO REGULATE THE USE OF LANDS AND THE CHARACTER, LOCATION AND USE OF BUILDINGS AND STRUCTURES WITHIN THE TOWN OF GEORGINA.

Pursuant to Section 34 and Section 39 of the Planning Act, R.S.O., 1990, as amended, the Council of the Town of Georgina **ENACTS AS FOLLOWS;**

1. That Section 15.5 SPECIAL PROVISIONS of Zoning By-law Number 500, as amended, is hereby further amended by adding the following to Subsection 15.5.9:

Further, and notwithstanding the above, a Bus or Truck Terminal, used exclusively for the storage and parking of School Buses for remuneration, shall be permitted on lands legally described as Part of Lots 3 and 4, Concession 3 (N.G.), and municipally known as 591 The Queensway South.

Pursuant to Section 39 of the Planning Act, this By-law shall remain in full force and effect until _____, _____, 2028.

READ AND ENACTED this _____ day of _____, 2025.

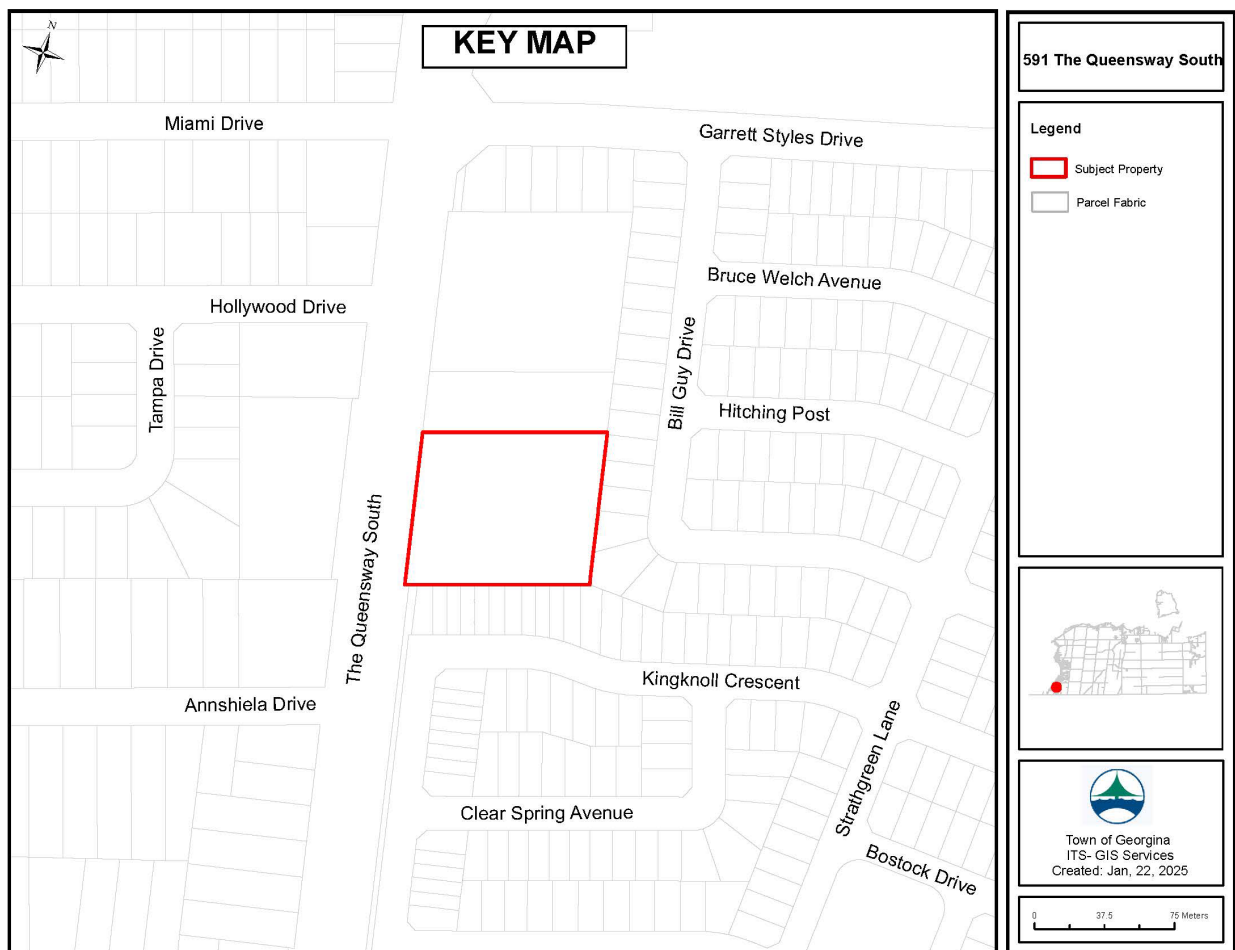
Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk

EXPLANATORY NOTE

(Gerry Draper)
(FILE NO. 03.1190)

1. The purpose of Temporary Use By-law Number 500-2025-XXXX, which temporarily amends Zoning By-law No. 500, is to permit a Bus or Truck Terminal, used exclusively for the storage and parking of School Buses for remuneration.
2. Temporary Use By-law Number 500-2025-XXXX conforms to the Keswick Secondary Plan.
3. A **KEY MAP** showing the general location of the land to which Temporary Use By-law Number 500-2025-XXXX applies is shown below.



Department/Agency	Date Received	Response
Building Division		
Building/Plumbing Inspector		
Clerks Division		
Community Services	March 11, 2025	No comment
Development Engineering		
Economic Development		
Georgina Fire Department	February 13, 2025	No objections.
Municipal Law	February 7, 2025	No comments.
Operations & Infrastructure		
Policy Planning		
Tax & Revenue	February 7, 2025	There are no tax concerns with this property.
Bell Canada		
Bell Canada		
Canada Post Corporation (CPC)		
Chippewas of Georgina		
C.N. Business Development & Real Estate		
Enbridge Gas		
Hydro One	February 13, 2025	Underground secondary service feeding the existing grocery store/restaurant present. Locates required should any digging/grading changes be required. Please direct to One-Call if required.
Lake Simcoe Region Conservation Authority (LSRCA)	February 10, 2025	See attached.
Ministry of the Environment		
Ministry of Health and Long-term Care		
Ministry of Municipal Affairs & Housing		
Ministry of Transportation		
Monavenir Catholic School Board		
MPAC		
Ontario Power Generation		
Rogers	February 14, 2025	No comments or concerns.

Consolidated Comments for 03.1190 - 591 The Queensway South

Southlake Regional Health Centre		
York Catholic Separate District School Board	February 18, 2025	No comments or objections.
York Region - Community Planning & Development Services	February 19, 2025	No comments.
York Region District School Board		
York Regional Police		



Sent via e-mail: msadler@georgina.ca

February 10, 2025

Municipal File No.: 03.1190
LSRCA File No.: ZO-307992-020725

Monika Sadler
Planner I
Development Services
26557 Civic Centre Rd
Keswick, ON L4P 3G1

Dear Ms. Sadler,

Re: Application for Temporary Use Zoning By-law Amendment
591 The Queensway South
Town of Georgina
Owner: Gerald Draper
Applicant: Michael Smith Planning Consultants; Development Coordinators Ltd. (c/o Michael Smith)

Thank you for circulating the above-captioned application to the Lake Simcoe Region Conservation Authority (LSRCA) for review and comment. It is our understanding that the Applicant/Owner has submitted an application for a Temporary Zoning By-law Amendment to permit a Bus or Truck Terminal use to allow for the storage and parking of school buses on the subject property. No development or site alteration is proposed.

Documents Received and Reviewed by Staff

Staff have received and reviewed the following documents submitted with this application:

- Application Package
- Topographic Survey prepared by E.R. Garden Limited (dated March 17, 2021)
- Draft Zoning By-law
- Planning Justification Report prepared by Michael Smith Planning Consultants; Development Coordinators Ltd. (dated December 2024)

Staff have reviewed this application as per our delegated responsibility from the Province of Ontario to represent provincial interests regarding natural hazards identified in Section 5.2 of the Provincial Planning Statement (PPS, 2024) and as a regulatory authority under Ontario Regulation 41/24 of the *Conservation Authorities Act*. LSRCA has also provided comments as per our Memorandum of Understanding (MOU) with the Town of Georgina. The application has also been reviewed through our role as a public body

under the *Planning Act* as per our CA Board approved policies. Finally, LSRCA has provided advisory comments related to policy applicability and to assist with implementation of the South Georgian Bay Lake Simcoe Source Protection Plan under the *Clean Water Act*.

Recommendation

Based on our review of the submitted information in support of the application, the proposal is consistent and in conformity with the natural hazard policies of the applicable plans. On this basis, we have no objection to the approval of this application for Temporary Use Zoning By-law Amendment.

Site Characteristics

The subject land is approximately 0.81 hectares (1.99 acres) in area and is located east of the Queensway South and north of Kingknoll Crescent within the Town of Georgina. The subject land is currently zoned 'Highway Commercial (C2-2)' per the Town of Georgina Zoning By-law 500, as amended.

Existing environmental mapping indicates the following:

- The subject property is within the Protected Countryside designation per the Greenbelt plan.

Delegated Responsibility and Statutory Comments

1. LSRCA has reviewed the application through our delegated responsibility from the Province to represent provincial interests regarding natural hazards identified in Section 5.2 of the Provincial Planning Statement (PPS). The subject property is not located within hazardous lands, therefore the proposal is consistent with 5.2 of the PPS.
2. LSRCA has reviewed the application as per our responsibilities as a regulatory authority under Ontario Regulation 41/24. This regulation, made under Section 28 of the *Conservation Authorities Act*, enables conservation authorities to regulate development in or adjacent to river or stream valleys, Great Lakes and inland lake shorelines, watercourses, hazardous lands and wetlands. Development taking place on these lands may require permission from the conservation authority to confirm that the control of flooding, erosion, dynamic beaches, pollution or the conservation of land are not affected. LSRCA also regulates the alteration to or interference in any way with a watercourse or wetland.

The subject property is not located within an area regulated under Ontario Regulation 41/24. A permit from the LSRCA is not required.

Advisory Comments

1. LSRCA has reviewed the application through our responsibilities as a service provider to the Town of Georgina in that we provide through a MOU as well as through our role as a public body, pursuant to the *Planning Act*.

Summary

Based on our review of the submitted information in support of this application, we have no objection to the approval of this application for Temporary Use Zoning By-law Amendment.

Given the above comments, it is the opinion of the LSRCA that:

1. Consistency with Section 5.2 of the PPS has been demonstrated;

2. Ontario Regulation 41/24 does not apply to the subject site. A permit from the LSRCA will not be required;
3. The Applicant/Owner has paid the applicable LSRCA review fee associated with a Minor Zoning By-law Amendment (planning review only).

Please inform this office of any decision made by the municipality with regard to this application. We respectfully request to receive a copy of the decision and notice of any appeals filed.

Should you have any questions, please contact the undersigned (j.lim@lsrca.on.ca).

Sincerely,

A handwritten signature in blue ink that reads "J. Lim." with a period at the end.

Jessica Lim
Planner I
Lake Simcoe Region Conservation Authority (LSRCA)

From: [REDACTED]
To: [Monika Sadler](#)
Subject: Re: Town File 03.11907
Date: March 1, 2025 1:23:35 PM

Dear Monika,

I would like to provide written comments on the application for 591 The Queensway South, Reference Plan 65R-30885, File Number 03.1190.

After reviewing the proposed development plan, I request that the existing trees be preserved, and that new trees be added along the fence on the south side of the property, bordering 60-82 Kingnoll Crescent. This would help mitigate noise from the proposed parking lot, which may affect the residential properties, as well as reduce the visual impact.

Additionally, I would like to suggest adding landscaping along the south and east sides of the existing restaurant building. This could help minimize the impact of back-of-house operations on the residential properties mentioned above.

Please let me know if you have any questions or need further clarification.

Thank you for your consideration.

Best Regards,

[REDACTED]

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DS-2025-0018

**FOR THE CONSIDERATION OF
COUNCIL**

March 26, 2025

**SUBJECT: SUBDIVISION AGREEMENT - BALLYMORE (QUEENSWAY NORTH)
DRAFT PLAN OF SUBDIVISION 19T-19G01
PART OF LOT 15, CONCESSION 3 (NG)
PARTS 1 AND 2, PLAN 65R-39418
E/S THE QUEENSWAY NORTH, KESWICK**

1. RECOMMENDATIONS:

- 1. That Council receive Report No. DS-2025-0018 prepared by the Development Engineering Division, Development Services Department dated March 26, 2025, and authorize the Mayor and Clerk to execute a Subdivision Agreement between Ballymore Development (Georgina) Corp., as Owner, and the Corporation of the Town of Georgina, related to Draft Plan of Subdivision 19T-19G01 commonly referred to as the Ballymore (Queensway North) Subdivision;**
- 2. That Council authorize the Town Solicitor to execute all easements, land transfers, road dedication, and other documents to be registered in connection with Draft Plan of Subdivision 19T-19G01;**
- 3. That Council authorize staff to finalize and execute the draft Subdivision Agreement, included as Attachment 3 to Report No. DS-2025-0018;**
- 4. That Council authorize a temporary full road closure of The Queensway North from the intersection of Old Homestead Road to the intersection of Church Street, for the purpose of sanitary sewer, watermain, storm sewer, and road improvement works; and,**
- 5. That a bylaw to amend Traffic Bylaw 2023-0087 (TR-1), as amended, be brought forward and passed at a future Council meeting to regulate traffic and control the parking of vehicles in the Ballymore (Queensway North) subdivision.**

2. PURPOSE:

The purpose of this report is to seek Council's approval to finalize and enter into a Subdivision Agreement between Ballymore Development (Georgina) Corp., as the Owner, and the Corporation of the Town of Georgina ("Town"), related to Draft Plan of Subdivision 19T-19G01.

Additionally, this report seeks Council's approval for the proposed temporary full road closure of The Queensway North between Church Street and Old Homestead Road. The full road closure is necessary to facilitate safe and timely road improvement works and the installation of watermain, sanitary, and storm services.

3. BACKGROUND:

The Ballymore (Queensway North) Subdivision lands are located on the east side of The Queensway North, south of Old Homestead Road and north of Church Street in Keswick (refer to Attachment 1).

The draft approved Plan of Subdivision will consist of 91 single detached dwellings (refer to Attachment 2). The plan also includes numerous blocks designated for various purposes, such as environmental protection areas and associated buffers, stormwater management, roadways and parkland, which are necessary for the appropriate development of the lands.

On September 13, 2023, Council considered Report No. [DS-2023-0081](#) and approved revised applications for Draft Plan of Subdivision and Zoning Bylaw Amendment. On May 29, 2024, Council considered Report No. [DS-2024-0027](#) and approved the execution of an Earthworks Agreement for the subject lands. The earthworks are now complete.

The scope of work within the proposed Subdivision Agreement includes the construction of servicing infrastructure internal to the subdivision, including sanitary, storm, and water infrastructure, a stormwater management pond and facilities, paved roads with asphalt and poured concrete curbs, and underground utilities.

External services are also required to support the subdivision, including the construction of new municipal service infrastructure along The Queensway North and Old Homestead Road. To complete this work safely and efficiently, a temporary full road closure is proposed along The Queensway North, and a single-lane closure is proposed on the north side of Old Homestead Road.

The Owner now proposes to proceed with the execution of a Subdivision Agreement for the Ballymore (Queensway North) Subdivision lands.

4. ANALYSIS:

The proposed draft Subdivision Agreement is included as Attachment 3. The Owner has provided necessary documents and schedules to complete the Subdivision Agreement. Internal subdivision works are proposed to commence during the summer of 2025, with the home-building program expected to be completed by the fall of 2028.

A full road closure is proposed along The Queensway North between Church Street and Old Homestead Road from June 1 to November 1, 2025, to facilitate the construction of external services (refer to Attachment 4) in a safe and timely manner. Access will be maintained for emergency vehicles and local residents within the work

zone during the closure. The closure will affect 21 existing residential properties. A designated detour route is proposed to redirect non-local traffic for the duration of the closure (refer to Attachment 5). Coordination with a related road improvement project is also being scheduled as part of this road closure between Church Street and Keswick Gardens Senior Apartments located at 43 The Queensway North, in order to minimize disruption. Advanced information signs advising of a road closure, and a detour route will be erected a minimum of two (2) weeks in advance to provide directions around the closed section roadway.

Infrastructure upgrades along The Queensway North are required to support the subdivision. These proposed road urbanization works begin at the intersection of Old Homestead Road and progress south towards the northern limit of the Keswick Gardens Senior Apartments located at 43 The Queensway North (refer to Attachment 4), and include the following:

- Road urbanization works including full depth road reconstruction, new curb and gutter, and a 3.0-metre-wide multi-use pathway along the east side of the road. Urbanization works will occur primarily within the existing Town-owned right-of-way, with minor land acquisition required;
- A new sanitary sewer system with potential connections for existing residents;
- A new watermain with potential connections for existing residents; and,
- New storm sewers to manage local and external drainage, treated with Oil-Grit Separators.

A single-lane, partial road closure is also proposed along Old Homestead Road and extending east of The Queensway North from November 1 to December 1, 2025, to facilitate the construction of a new watermain in a safe and timely manner. Access will be maintained for emergency vehicles and local residents during this partial closure. The closure will affect eight (8) existing residential properties.

Potential adjustments to the schedule may be required due to weather or other unforeseen delays.

Construction will follow a Construction Management and Developer Communication Plan prepared by Sabourin Kimble & Associates (refer to Attachment 6). Temporary driveway access restrictions may occur, with advance notice and alternative parking provided to affected residents at least 48 hours in advance.

To regulate traffic and control the parking of vehicles in the Ballymore (Queensway North) Subdivision, a related Traffic Bylaw amendment will be brought forth at a future Council meeting to enforce street signage, such as no-parking areas and stop signs.

Once the Subdivision Agreement and M-Plan are registered, and after formal assumption, the streets within the subdivision will be transferred to Town ownership.

5. RELATIONSHIP TO STRATEGIC PLAN:

Ensuring Balanced Growth - Execution of this proposed Subdivision Agreement will promote and ensure responsible growth and support the delivery of housing.

6. FINANCIAL AND BUDGETARY IMPACT:

The development of any subdivision has the financial impact expected of additional municipal infrastructure to maintain. Initially, these are the responsibility of the developer but will ultimately become the responsibility of the Town to carry out all appropriate maintenance.

It is expected that the maintenance cost for the subdivision will be captured in future budget requirements. New development also generates revenue through the development review and building permit processes and, ultimately, from property taxes.

7. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

Public consultation is not required respecting the proposed Subdivision Agreement.

Written notice will be delivered to all residents impacted by the road closure in advance in accordance with the approved Construction Management and Developer Communication Plan (refer to Attachment 6). The full notice will also be provided to all agencies impacted by the closure and posted on the Town website.

8. CONCLUSION:

It is respectfully submitted that it is appropriate to finalize and enter into a Subdivision Agreement with the Owner and that Council authorize the Mayor and Clerk to execute the Agreement on behalf of the Town with Ballymore Development (Georgina) Corp., respecting the proposed works within Draft Plan of Subdivision 19T-19G01 lands, and the Council authorize the proposed temporary full road closure of The Queensway North between Church Street and Old Homestead Road.

APPROVALS

Prepared By: Saleem Sial, P.Eng.
Senior Development Engineering Technologist

Reviewed By: Ben Pressman, P.Eng., PMP.
Supervisor of Development Engineering

Reviewed By: Mike Iampietro, P. Eng.
Manager of Development Engineering

Reviewed By: Dina Havkin, CPA, CMA
Manager of Financial Strategy and Planning,
Deputy Treasurer

Recommended By: Denis Beaulieu, MCIP, RPP
Director of Development Services

Approved By: Ryan Cronsberry
Chief Administrative Officer

Attachments:

Attachment 1 - General Location Map

Attachment 2 - Draft Approved Plan of Subdivision 19T-19G01

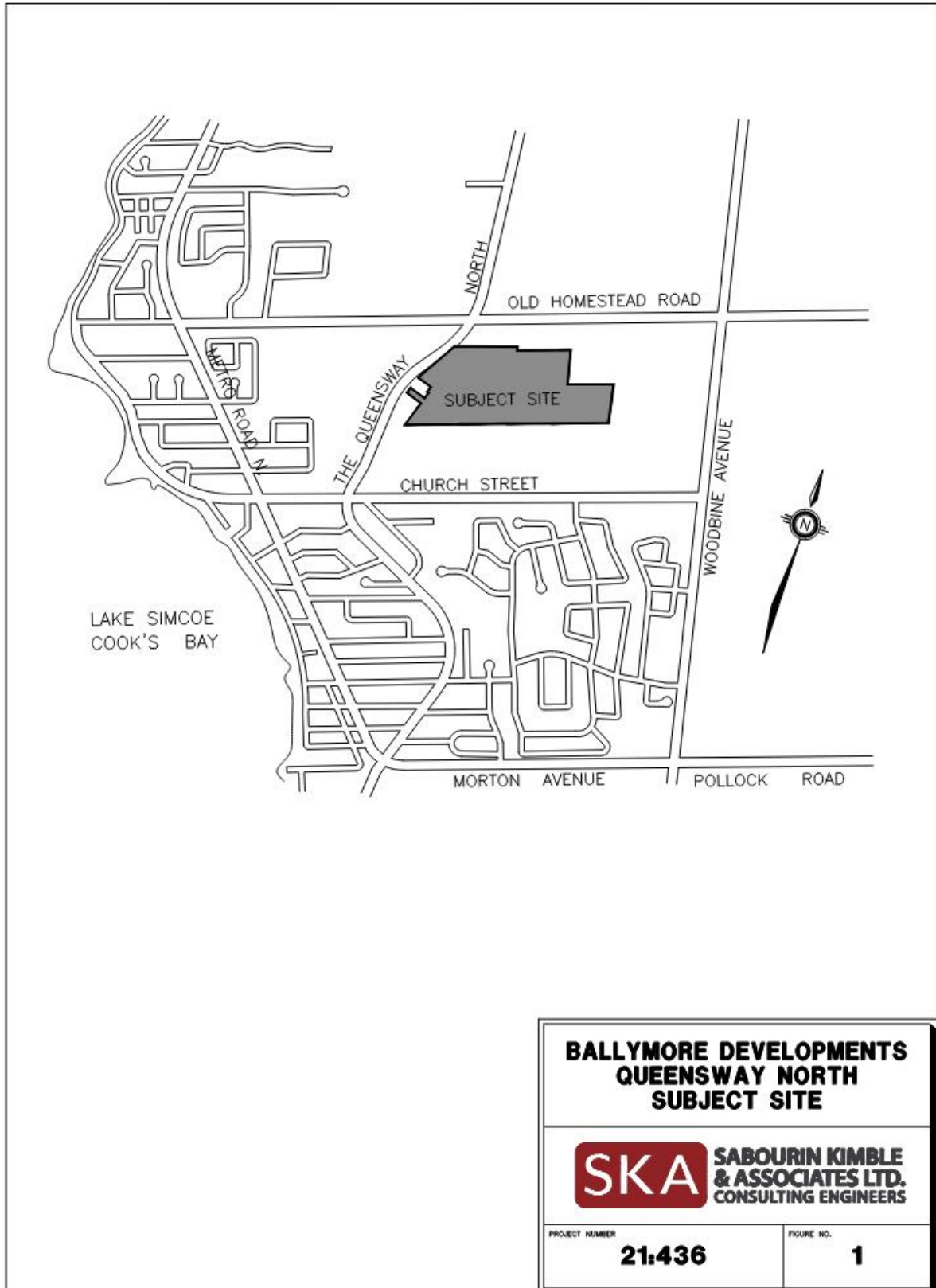
Attachment 3 - Draft Subdivision Agreement

Attachment 4 - General Plan of Services

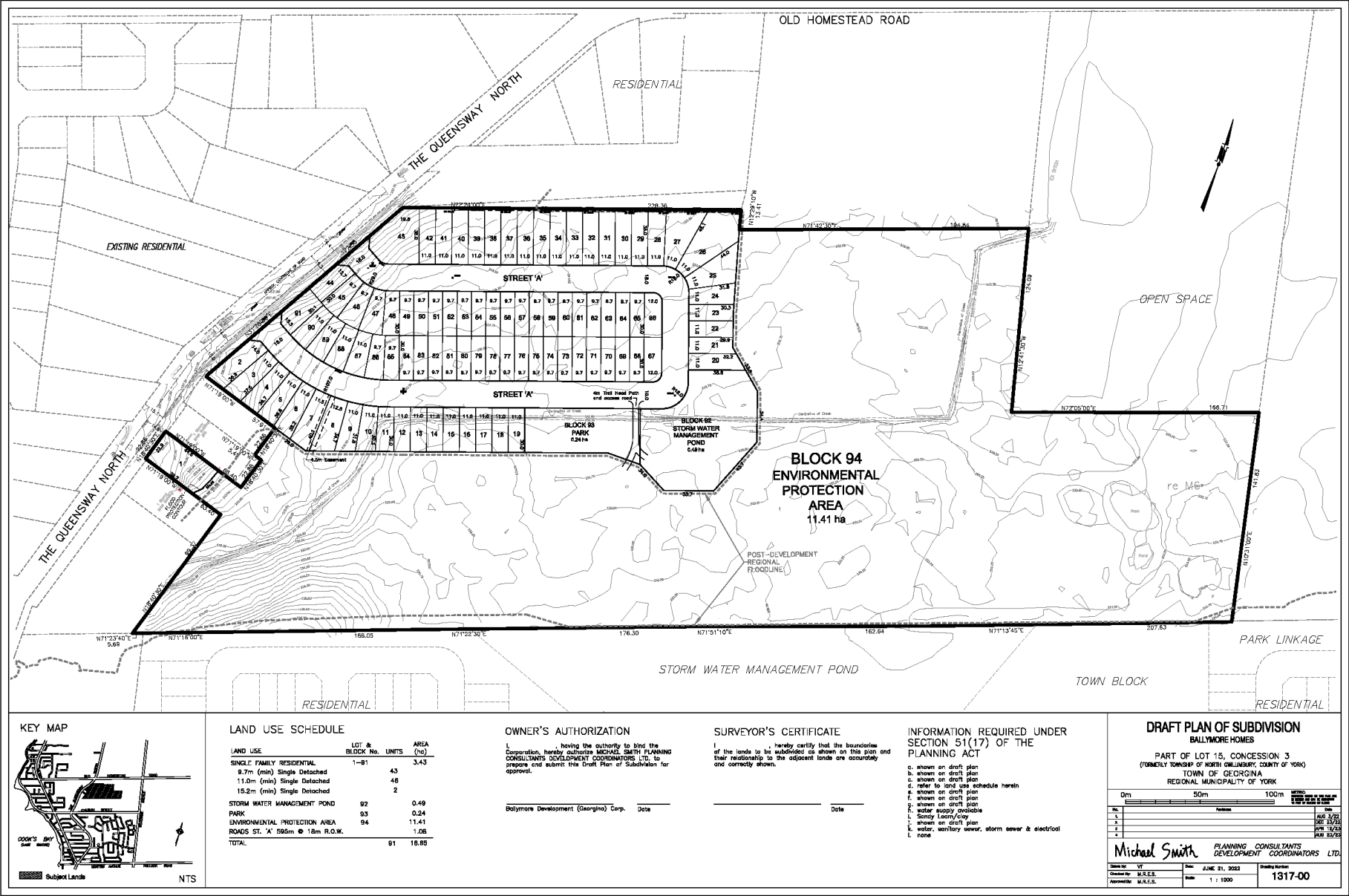
Attachment 5 - Detour Plan

Attachment 6 - Construction Management and Developer Communication Plan

Attachment 1 – General Location Map



Attachment 2 - Draft Approved Plan of Subdivision



THE CORPORATION OF THE TOWN OF GEORGINA
BALLYMORE DEVELOPMENT (GEORGINA) CORP.

QUEENSWAY NORTH- BALLYMORE
PLAN OF SUBDIVISION 19T-19G01

PIN 03491-0513 LT
PART OF LOT 15, CONCESSION 3, (NG), PARTS 1 AND 2
ON PLAN 65R-39418; TOWN OF GEORGINA (THE "LANDS")

SUBDIVISION AGREEMENT

INDEX TO THE AGREEMENT

PART I - RECITALS 1

PART II - INTERPRETATION 1

PART III - ENGINEERING 3

 GENERAL 3

 OWNER(S)' ENGINEER CONSULTANT 3

 OWNER(S)' LANDSCAPE CONSULTANT 3

 APPROVED PLANS AND SPECIFICATIONS 3

 GRADE CONTROL PLAN 4

 MASTER LANDSCAPE AND TREE PLANTING PLAN 5

 COST ESTIMATES 5

 UTILITIES 5

 COMMENCEMENT OF CONSTRUCTION 6

 CONSTRUCTION MANAGEMENT PLAN 6

 CONSTRUCTION HOURS 7

 ACCESS TO THE SUBDIVISION 7

 SUBDIVISION SIGNS 7

 STREETLIGHTS 7

 DRINKING WATER WORKS PERMIT 7

 COMPLETION OF WORKS 7

 TOP COURSE OF ASPHALT 8

 PRELIMINARY ACCEPTANCE OF UNDERGROUND SERVICES 8

 PRELIMINARY ACCEPTANCE OF ABOVEGROUND SERVICES 8

 LICENCE TO ENTER 8

 MAINTENANCE OF PARTIALLY CONSTRUCTED ROADS 8

 MAINTENANCE AND REPAIR OF PUBLIC WORKS 8

 REPAIR OF DAMAGED PUBLIC WORKS ON ADJOINING LANDS 9

 DRIVEWAY SURFACING 9

 REPLACEMENT OF CURB DEPRESSIONS 9

 REPLACEMENT OF TOPSOIL 9

 DEBRIS OR OTHER MATERIALS ON LANDS TO BE DEDICATED 9

 SNOW-PLOW INCOMPLETE ROADWAYS AND SIDEWALKS 10

 WATERMAIN TESTING AND FLUSHING 10

 FOULING OF ROADWAYS 11

 CLEANING AND SWEEPING OF STREETS 11

 CLEARANCE OF DEBRIS FROM VACANT PUBLIC AND PRIVATE LANDS 11

PART IV - BUILDING AND PLANNING REQUIREMENTS 11

 STREET SIGNS AND TRAFFIC CONTROL SIGNAGE 11

 STREET NAMES 11

 BUILDING REQUIREMENTS 11

 ACCESSORY BUILDINGS, ADDITIONS AND SWIMMING POOLS 12

 PRE-REGISTRATION HOMES 12

 OCCUPANCY OF BUILDINGS 12

 GREEN BINS, AND BLUE BOXES 12

 PARKLAND CONVEYANCE 12

 CANADA POST 13

PART V - FINAL ACCEPTANCE AND ASSUMPTION 13

PART VI - FIRE PROTECTION REQUIREMENTS 14

EMERGENCY ACCESS TO LANDS 14

FIRE PROTECTION AND ACCESS 14

FIRE BREAKS 14

HYDRANT ANTI-TAMPERING DEVICES 14

HOUSE NUMBERS..... 14

OPEN BURNING OF MATERIALS 14

PART VII - FEES AND CHARGES 15

PAYMENTS 15

OUTSTANDING CHARGES 16

LAWFUL LEVIES AND RATES 16

UNPAID MONIES 16

PART VIII - GUARANTEES AND SECURITIES 16

PERFORMANCE GUARANTEE 16

DRAWING ON LETTER OF CREDIT 17

LOT GRADING DEPOSIT 17

REDUCTION OF SECURITIES 18

MAINTENANCE GUARANTEE 18

RETURN OF MAINTENANCE GUARANTEE 18

PART IX – INSURANCE 18

COVERAGE REQUIRED 18

AMOUNT OF COVERAGE 19

PART X - ADMINISTRATION AND REGISTRATION..... 19

CONVEYANCES AND EASEMENTS..... 19

REGISTRATION OF AGREEMENT 19

REGISTRATION OF INHIBITING ORDER 20

REGISTRATION OF PLAN(S) 20

CONSENT AND POSTPONEMENT 20

RELEASE OF INHIBITING ORDER 20

RELEASE OF AGREEMENT 20

PART XI – REMEDIES 20

DEFAULT..... 20

INSPECTIONS 21

QUALITATIVE AND/OR QUANTITATIVE TESTING..... 22

LIENS 22

PUBLIC WORKS IN THE MUNICIPALITY 22

INDEMNIFICATION 22

CONFLICT 22

REMEDIAL ACTION..... 22

PART XII - GENERAL PROVISIONS..... 23

PART XIII - SPECIAL PROVISIONS 24

PART XIV - NOTICE..... 24

SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate as of this ____ day of _____, 2025.

B E T W E E N:

BALLYMORE DEVELOPMENT (GEORGINA) CORP., a company duly incorporated under the laws of the Province of Ontario

hereinafter called the "**OWNER(S)**"

of the first part:

- and -

THE CORPORATION OF THE TOWN OF GEORGINA, in the Regional Municipality of York

hereinafter called the "**TOWN**"

of the second part.

PART I - RECITALS

1.1 Whereas:

- (a) The Owner is the registered owner of the lands described in Schedule 2 attached hereto (the "Lands"), as confirmed by the solicitor's certificate in Schedule 4 attached hereto;
- (b) The Owner has received approval of draft Plan of Subdivision 19T-20G01 to be registered upon the Lands, subject to certain conditions, including a condition that the Owner enter into this Agreement. A reduced copy of the proposed plan forms Schedule 3 hereto (the "Draft M Plan");
- (c) This Agreement is being entered into in accordance with sections 51(25) and 51(26) of the *Planning Act*, R.S.O., 1990., c. P.13, and to satisfy one of the conditions of draft approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the said parties agree, each with the other, as follows:

PART II - INTERPRETATION

- 2.1 Certain words and expressions used in this Agreement, including its recitals, have the meanings set out in Schedule 1 attached hereto.
- 2.2 This Agreement shall be read with all changes in gender or number as the context requires.
- 2.3 In this Agreement, unless otherwise specified,
 - (a) a grammatical variation of a defined word or expression has a corresponding meaning;
 - (b) references to an Act, by-law, guideline, or policy shall include any amendments to or successors of such Act, by-law, guideline, or policy;
 - (c) references to sections, subsections, clauses, and Schedules are references to sections, subsections, clauses, and Schedules in and to this Agreement;
 - (d) references to Lots or Blocks are references to Lots or Blocks on the Draft M Plan;
 - (e) references to any approved plan, drawing or other document shall be deemed to include any approved revisions;
 - (f) every reference to a decision, determination, consent, approval, or request shall be deemed to be qualified by the words "acting reasonably";
 - (g) every provision by which the Owner or the Owner's Engineer or agent are required to

act shall be deemed to include the words “at the Owner’s expense, including the payment of any applicable taxes”; and

- (h) every obligation of the Owner’s consultants, workmen, agents, etc. shall be an obligation of the Owner.

2.4 The following Schedules are attached to and form part of this Agreement:

- Schedule 1 Definitions
- Schedule 2 Legal Description of Lands
- Schedule 3 Plan(s) of Subdivision
- Schedule 4 Solicitor’s Certificate
- Schedule 5 Approved Plans
- Schedule 6 Ontario Land Surveyor’s Certificate as to Conformity
- Schedule 7 Easements, Lands and Reserves to be Conveyed
- Schedule 8 Schedule of Works
- Schedule 9 Estimated Cost of Constructing the Works
- Schedule 10 Payments to Town
- Schedule 11 Securities and Deposits
- Schedule 12 List of Security Reduction Requirements
- Schedule 13 List of Building Permit Requirements
- Schedule 14 Conditions of Draft Plan Approval

PART III - ENGINEERING

General

- 3.1 The Owner and the Owner's Engineer shall ensure that all Works are designed and constructed in accordance with the Approved Plans and Town Specifications unless otherwise approved by the Director.
- 3.2 The Owner and the Owner's Engineer shall ensure that all licenses, permits and approvals required to construct, repair and maintain the Works are obtained and maintained in good standing.
- 3.3 The Owner and the Owner's Engineer shall comply with all applicable legal requirements, including but not limited to statutes, by-laws, order and rules and regulations of every governmental authority having jurisdiction which relate to the design, construction, repair and maintenance of the Works, including all requirements under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sch. A.

Owner's Engineer

- 3.4 The Owner agrees to retain as its consultant a competent Professional Engineer, skilled and experienced in the municipal engineering field, who shall carry out all the necessary engineering requirements for the development of the Plan of Subdivision in accordance with this Agreement, as well as design, supervise, layout, inspect, and maintain the Works and to remedy any defects as required (the "Owner's Engineer"). The Owner's Engineer shall be in good standing with the Association of Professional Engineers of the Province of Ontario. The Owner's Engineer or a successor thereto, shall continue to be retained until the Works provided for in this Agreement are completed and formally assumed by the Town and shall provide its certificate respecting same for acceptance purposes.
- 3.5 The Owner's Engineer is authorized to act as the Owner's representative in all matters pertaining to the design, construction, repair and maintenance of the Works and shall co-operate with the Director to protect the interests of the Town and the general public in such matters.

Owner's Landscape Consultant

- 3.6 The Owner also agrees to retain a competent Professional Landscape Architect experienced in municipal arboriculture (the "**Landscape Consultant**"). Any Landscape Architect retained by the Owner shall be in good standing with the Ontario and/or Canadian Association of Landscape Architects.

Approved Plans and Specifications

- 3.7 The Owner agrees to construct the Works in accordance with the plans and specifications approved by the Director and attached as Schedule 5 hereto (the "**Approved Plans**") and in accordance with the Town's Design Criteria, as amended, in effect at the time development occurs.
- 3.8 The Approved Plans include any and all engineering plans, drawings, and reports which may include, but are not limited to, any of the following:
 - (i) Grade Control Plan;
 - (ii) Stormwater Management Report;
 - (iii) Master Landscape and Tree Planting Plan;
 - (iv) a Communication Implementation Plan;
 - (v) a detailed Fence Plan showing all required fencing (construction, privacy, acoustical, environmental protection, and security) to the satisfaction of the Director of Development Services and the Director of Community Services; and
 - (vi) other related reports such as soils reports, geotechnical reports, and traffic reports.
- 3.9 The Approved Drawings shall only be those plans, drawings, reports and the like which have been reviewed and approved by the Director, which approval shall be signified by the Director's signature on such plans, etc. No deviation from the Approved Drawings shall be permitted unless such deviation is authorized by the Director before it is undertaken.

- 3.10 The Approved Drawings shall not absolve or release the Owner, the Owner's Engineer or Landscape Consultant, or any other consultant retained by the Owner from liability for any errors or omissions in relation to the Approved Drawings or from any other obligation under this Agreement.
- 3.11 Notwithstanding any review, approvals, criticisms, or modifications given by the Town, neither the Town nor the Director shall in any way be responsible for the design, drawings, or plans and specifications prepared by or on behalf of the Owner, and the Owner shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works will function as intended and contemplated.
- 3.12 The Owner agrees not to let any contractor act in connection with the performance of any of the said Works unless and until the form and provisions of the contract, the contractor's guarantees and the contractor have first been approved by the Director. The contract(s) shall provide that the Director may inspect the construction of all Works under the contracts and that the Director shall have the authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to any of the provisions of this Agreement.
- 3.13 The Approved Plans and any other documents provided to the Director under Section 3.8 may be used and/or reproduced by the Town without cost, and without further approval or permission from either the Owner or the Owner's Engineer.

Grade Control Plan

- 3.14 Prior to the execution of this Agreement, the Owner shall submit to the Director a Grade Control Plan together with a Storm Water Management Report, both of which shall be in conformity with the Town's Development Design Criteria and the Town's Lot Drainage specifications in effect at the time approval is received by the Director. In addition, any Stormwater Management Report shall deal with any external contributing areas which drain through the Lands.
- 3.15 The grading of the Lands specified shall be carried out in general accordance with such Grade Control Plan. If, in the opinion of the Director, drainage problems occur prior to the Assumption of the subdivision by the Town, the Owner agrees to correct them by re-grading or by the construction of catch basins, swales, retaining walls or other structures as may be necessary to correct such problems.
- 3.16 The Owner agrees to sod boulevards between the property line and the curb line together with each of the lots or blocks except for paved or planted areas upon the completion of the construction of buildings thereon.
- 3.17 The Town, within the discretion of the Director, agrees to permit the Owner to revise a portion of the submitted Grade Control Plan if, in the opinion of the Owner, the grading can be improved to accommodate housing types. The revisions must be approved by the Development Engineering Department

Construction According to Grade Control Plan

- 3.18 The Owner agrees that no building construction shall be commenced on the Lands except in close conformity with the elevations and spot levels shown on a Grade Control Plan approved by the Director.
- 3.19 The Owner further agrees to rough grade the boulevard within the Lands to within 0.3 metres of the final grade prior to placement of the base course asphalt and the curb and gutter.

Restoration of the Boulevard and Disturbed Areas

- 3.20 The Owner agrees to grade and sod any lands disturbed by construction of the Works within 2 weeks of the Works being completed.
- 3.21 The Owner agrees to sod boulevards between the street line and the curb line together with each of the lots or blocks except for paved or planted areas upon the completion of the construction of buildings thereon.

Individual Lot/Block Grading Plans

- 3.22 No building permit shall be issued for the construction of a building on any lot or block until an individual lot or block Grading Plan prepared by a Professional Engineer has been

approved by the Owner' Engineer and submitted to the Director. The individual Grading Plan shall indicate the proposed sitting of the building, its design and main floor elevation and its grading, sodding and 'as built' municipal service information.

Master Landscape and Tree Planting Plan

- 3.23 A Master Landscape and Tree Planting Plan approved by the Director and referred to in Schedule '5' hereto shall be prepared by the Landscape Consultant and shall show, in addition to tree plantings, all Aboveground features including, but not limited to, driveways, sidewalks, hydrants, transformers, utility pedestals, super mailboxes, and other pertinent site features. Trees proposed along each side of each street, including species and sizes, shall be in accordance with the Town's Development Design Criteria, as amended. Where trees are lost through development, the Owner shall agree to compensate the Town as per the Tree Preservation and Compensation Policy, as amended.
- 3.24 The Owner agrees to carry out all landscape work and planting in accordance with the approved Master Landscape and Tree Planting Plan, all at the Owner's expense.
- 3.25 All plantings are considered to be part of the Aboveground Works and shall be completed prior to Preliminary Acceptance of the Aboveground Works and Services.
- 3.26 The Owner agrees to maintain and water all trees, sod and other landscaping planted or laid on Public Lands in accordance with a detailed schedule to be submitted by the Landscape Consultant and approved by the Director until Assumption of the subdivision. Each spring during this period, the trees, sod, and other landscaping planted on public lands shall be inspected by the Owner's Landscape Consultant, and any trees, sod or other landscaping which is dead, diseased, or failing to establish a healthy growth shall be replaced forthwith.
- 3.27 The Owner further agrees to retain the Landscape Consultant for tree planting site inspection and supervision during the planting and maintenance period. The Landscape Architect shall further provide his/her 'Certificate of Completion' to the Director prior to Preliminary Acceptance of the Aboveground Works.
- 3.28 The Owner agrees that the responsibility for and cost of the tree planting and sod are not to be passed on to builders or an ultimate home purchaser.
- 3.29 The Owner shall not remove trees or hedgerows without the written approval of the Town. The Owner will be required to satisfy all provisions of the Region of York Forestry Bylaw, the Town's Tree Preservation and Compensation Policy, and the Town's Development Design Criteria, as amended from time to time, regarding the preservation and protection of trees and vegetation.
- 3.30 Upon satisfactory completion of the maintenance period, the Town shall return the securities deposited with the Director for boulevard tree planting, subject to reduction for any payouts and/or claims pursuant to the *Construction Act*.

Cost Estimates

- 3.31 Prior to the execution of this Agreement, the Owner's Engineer shall submit a Works Cost Final Estimate to the Director for approval. The Works Cost Estimate shall be attached as Schedule 9 hereto.

Utilities

- 3.32 The Owner shall enter into agreements with the authorities having jurisdiction to ensure the proper design and installation of all utilities required to service the Lands, including water, sanitary sewers, hydro, telecommunications and gas, and provide copies of all such agreements to the Town.
- 3.33 All utilities shall be installed in locations approved by the Director and shall be installed underground, unless otherwise approved.
- 3.34 No dwelling shall be occupied until such time as the services and street lighting in front of the dwelling have been approved by the requisite authority and are in operation.
- 3.35 The Owner agrees to permit any telephone or telecommunications service provider to locate its plant within the subdivision prior to plan registration provided the telephone or telecommunications service provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

- 3.36 The Owner agrees that in the event that easement(s) are required to provide gas service to this development, the Owner will provide the easement(s) to Enbridge Gas Distribution at no cost.
- 3.37 The Owner agrees to grade all road allowances to final elevation and to provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations, prior to the installation of the gaspiping.
- 3.38 The Owner agrees to contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- 3.39 The Owner agrees that 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 phase construction, all costs will be its responsibility.
- 3.40 The Owner agrees that in the event that a pressure reducing regulator station is required, it will provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details the Owner shall contact SalesArea30@enbridge.com.

Commencement of Construction

- 3.41 The Owner agrees that the Works required to be undertaken pursuant to this Agreement shall be commenced within one (1) year of the date of the execution of this Agreement.
- 3.42 If the Owner has not commenced the Works within one (1) year of the date of the execution of this Agreement, the Town, at its sole discretion, may deem the Owner to be in default under this Agreement and subject to the provisions of Part XI (Remedies) or may require that a new Agreement be entered into and may alter the terms and conditions as it deems advisable.
- 3.43 The Owner agrees to give to the Town at least seven (7) days' notice in writing of the date upon which construction of the Works shall commence.
- 3.44 The Owner agrees that no Works shall be commenced without the written approval of the Director. It is understood that any approvals given prior to the registration of the plan shall not be binding upon the Town on the Director, and that any works undertaken by the Owner prior to the registration of the plan shall be at the sole risk of the Owner.
- 3.45 Any approvals given by the Town shall be subject to any and all approvals required by any other governmental authority.
- 3.46 Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Owner has obtained any and all approvals required to be obtained from The Regional Municipality of York, the Ministry of Tourism, Culture and Sport, and the Lake Simcoe Region Conservation Authority, and nothing herein shall relieve the Owner from obtaining all approvals and consents required by any governmental authority.

Construction Management Plan

- 3.47 Prior to the commencement of the Works, the Owner shall prepare, for the approval of the Director, a Construction Management Plan (the "**CMP**") which will address, at minimum, the following matters:
- a) Site access;
 - b) Schedule of works
 - c) Parking;
 - d) Surface encroachment;
 - e) Storage – on and off-site;
 - f) Hoarding;
 - g) Traffic management;
 - h) Site containment and security;
 - i) Deliveries and removals;
 - j) Noise by-law and hours of operation;
 - k) Staging; and
 - l) Neighborhood liaison plan and key contact information.

3.48 The Owner shall carry out all matters identified within the approved CMP.

Construction Hours

3.49 The Owner acknowledges and agrees that notwithstanding the limitations contained within the Town's By-law No. 2003-0075 (PWE-1), being a by-law to prohibit and regulate noise likely to disturb the inhabitants of the Town of Georgina, the hours of work will be limited to 7:00 a.m. to 8:00 p.m. Monday to Saturday.

Access to the Subdivision

3.50 The Owner agrees to gain access to the proposed subdivision during the period of construction only from the North of the subdivision lands to and from **Old Homestead Road**, or an alternate route approved by the Director in writing.

Subdivision Signs

3.51 As soon as construction commences, the Owner shall advise builders and purchasers of lots in the plan of subdivision of the intended use of the lands being conveyed to the Town or other authorities, other than road widenings and 0.3 reserves, by installing a sign or signs on the respective lots. Such signs shall also be erected on blocks zoned to permit any use other than residential dwellings.

3.52 The Owner agrees to erect signs on all open spaces within the plan of subdivision indicating the proposed use of each block in both a textual and graphic form approved by the Town. The said signs shall be erected prior to anyone offering lots, blocks, or dwelling units on the plans for sale to the public, shall be 1.2m x 1.2m in size, constructed from plywood, crezon or other material to the satisfaction of the Town, and shall contain a colour park plan with labels of facilities.

3.53 The Owner agrees to display plans in its sales office and to identify in its sales literature any phases of development, the location of adjacent environmentally protected features, the location of private and utility infrastructure including but not limited to sidewalks, stormwater management facilities, transformers, pedestals, streetlights and mailboxes, and the location of lands for other development.

Streetlights

3.54 The Owner agrees to design and construct the streetlight system in accordance with the Development Design Guideline in effect at that time.

3.55 The Owner further agrees that the streetlights shall be installed, tested, inspected, certified and operational in advance of any building permit being released.

Drinking Water Works Permit

3.56 The Owner agrees that the proposed watermain design and construction meets all conditions of the Town's Drinking Water Works Permit No. 119-201, including the requirement that the watermain addition, modification, replacement or extension will not adversely affect the distribution system's ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions.

3.57 The Owner acknowledges its obligations pursuant to the Town's Drinking Water License and Drinking Water Permit as issued and as may be amended from time to time by the Ministry of the Environment, and its obligations pursuant to the Town's Procedure No. WWW 13, as may be amended from time to time, respecting the provision of minimum water pressure.

Completion of Works

3.58 The Owner shall complete the Works required by this Agreement and described in Schedule 8 hereto within two (2) years of the commencement of construction.

3.59 Notwithstanding the remedies available to the Town herein (Part XI – Remedies), failing completion of the Works within two (2) years of the commencement of construction, the Town may, at its option, require the Owner and its successors in title to desist from the continued construction of services, in which case the Town may declare any performance guarantee forfeited and may, out of the receipt of any monies available from the performance guarantee, complete the Works or any of them required to be completed, and

the Town shall not be required to return to the Owner any funds it may have received from the performance guarantee; or, in the alternative, the Town may require the Owner and its successors in title to cease work being carried out in the subdivision, including the completion of any structural building, and may require the Owner or its successors in title to renegotiate with the Town on the basis of any construction standards or financial requirements which may then be Town standards.

Top Course of Asphalt

- 3.60 The Owner agrees to lay the top course of asphalt on all roads following acceptance of the base course of asphalt at such time as shall be directed by the Director, provided that such top course of asphalt will not be laid before June 1st of any year or in the same calendar year as the base course of asphalt, but in any event the Owner shall lay the said top course within two (2) years of the date of commencement of any Work. The Director, at his discretion, may alter this requirement if he deems it appropriate.

Preliminary Acceptance of Underground Works and Services

- 3.61 Following completion of the construction of all Underground Works and Services, the Owner's Engineer shall submit his/her Certificate of such completion to the Director and shall submit and carry out all requirements set out in Schedule 12 attached hereto.
- 3.62 The Director shall, within sixty (60) days from the receipt of the Certificate as aforesaid, either advise the Owner's Engineer, in writing, that such works have been completed to his satisfaction or set forth in writing particulars wherein the work has not been so completed. In the event that the Director submits a list of requirements, the Owner's Engineer shall submit his/her Certificate as to the completion of such requirements and the Director shall similarly advise as to his satisfaction or otherwise in respect to such requirements. The final approval by the Director shall constitute the Preliminary Acceptance of the Underground Works and Services by the Town.

Preliminary Acceptance of Aboveground Works and Services

- 3.63 Following completion of the construction of all Aboveground Works and Services and twelve (12) months after the Preliminary Acceptance of the Underground Works and Services, the Owner's Engineer shall submit his/her Certificate of such completion to the Director and shall submit and carry out all requirements set out in Schedule 12 attached hereto.
- 3.64 The Director shall, within sixty (60) days from the receipt of the Certificate as aforesaid, either advise the Owner's Engineer, in writing, that such works have been completed to his satisfaction or set forth in writing particulars wherein the work has not been so completed. In the event that the Director submits a list of requirements, the Owner's Engineer shall submit his Certificate as to the completion of such requirements and the Director shall similarly advise as to his satisfaction or otherwise in respect to such requirements. The final approval by the Director shall constitute the Preliminary Acceptance of the Aboveground Works and Services by the Town.

Licence to Enter

- 3.65 The Owner agrees to retain a licence from any subsequent purchaser of the Lands to enter upon such Lands in order to comply with the provisions of this Agreement. Such licence shall be retained until Assumption of this subdivision. It will be the Owner's responsibility to register a release of said licence from all affected lots and blocks prior to Assumption.

Maintenance of Partially Constructed Roads

- 3.66 The Owner agrees, until the roads have been constructed in accordance with the provisions of this Agreement, to maintain the gravel and stone base and to apply such dust preventative layer and snow-plow and sand as may be required by the Town and in the performance of such covenants, to comply with such directions as may be from time to time given to the Owner in writing by the Director.

Maintenance and Repair of Public Works

- 3.67 Upon construction of either the Underground and/or the Aboveground Works and Services, the Owner agrees to maintain all the Works and Services provided for in this Agreement free from defects and to repair or rectify any defects which may occur when required by the Director until Assumption of the subdivision. Without limiting the generality of the foregoing, the Owner agrees as follows:

a) to maintain all sewers, manholes, catchbasins and outlets free of road material,

building debris and other foreign matter, and to clean such materials from the system until Assumption of the subdivision;

- b) to maintain the roadway pavement, curbs and sidewalks clear of building debris and earth deposits and to clean and remove such material and power sweep roadway surfaces on at least a weekly basis and as required by the Director until Assumption of the subdivision;
 - c) to rectify and repair all damage to the curb boxes, sidewalks and curbs constructed under this Agreement until Assumption of the subdivision;
 - d) to revamp manholes and catch basins when so directed by the Director until Assumption of the subdivision;
 - e) to rectify and repair all settlements, depressions or any other defects on roadways, including around manholes and/or catch basins, until Assumption of the subdivision;
 - f) to maintain, repair and replace, at its expense, all walls, noise attenuation barriers and berms, and any fencing required to be erected by this Agreement; and
 - g) to carry out continuous maintenance to the satisfaction of the Town on all vacant lots or blocks within the plan. Such maintenance will include weed control, grass and weed cutting to maintain a height not exceeding one hundred and fifty (150mm) millimetres.
- 3.68 Notwithstanding anything herein to the contrary, where in this Agreement the Town is obliged or required to give notice to the Owner or any other party before undertaking any action which it is entitled to take hereunder and where the Director deems, in his absolute discretion, that an emergency situation exists, the time for giving such notice shall be abridged and the Town shall be entitled to take such action forthwith upon the giving of the notice.

Repair of Damaged Public Works on Adjoining Lands

- 3.69 The Owner agrees that all streets abutting the Lands which are to be used for access during the construction of the houses or buildings and the Public Works on the Lands shall be maintained in good and usable condition during the said construction, and shall, if damaged by the Owner or parties employed by the Owner in construction of the said Works, or by builders so employed, be restored immediately, and all trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets.

Driveway Surfacing

- 3.70 The Owner agrees to place asphalt or other approved hard surface from the rear face of the curb to the front face of each house or garage in accordance with the Town's Development Design Criteria, as amended. Asphalt shall be placed in two even lifts on every driveway.
- 3.71 Prior to occupancy of any dwelling, the granular base shall be installed and compacted on the driveway in accordance with the Town's Development Design Criteria, as amended.

Replacement of Curb Depressions

- 3.72 The Owner agrees that if any curb depressions are not located correctly with respect to a driveway, it shall construct a curb depression in the correct location and replace the original curb depression, in accordance to the Town's Development Design Criteria, as amended, all to the satisfaction to the Director.

Replacement of Topsoil

- 3.73 The Owner agrees that when topsoil is removed from the Lands, a reasonable amount shall be stockpiled during grading operations and as building construction is completed, the said topsoil shall be screened and placed at a depth of at least three hundred (300) millimetres on all land not covered by buildings, driveways or pavement. The Owner further agrees not to stockpile topsoil on any land to be dedicated to the Town.

Debris or other Materials on Lands to be Dedicated

- 3.74 The Owner agrees that land conveyed to the Town for municipal purposes including roads, parks and for any other purpose, will not be used for the depositing of junk, debris, refuse, topsoil, building materials, equipment or other materials and the Owner further agrees to restrain, insofar as it is able to do so, all others from depositing junk, debris, refuse, topsoil,

building material, equipment or other materials on land conveyed to the Town and further agrees to remove at its expense any junk, debris, refuse, topsoil, building materials, equipment or other materials excluding original topsoil immediately when so directed by the Town.

Snow-Plow Incomplete Roadways and Sidewalks

- 3.75 The Owner agrees to snow-plow and sand roadways until the base course of asphalt has been laid. The Town will be responsible for plowing and sanding of roadways only after the top course of asphalt has been laid, occupancy has occurred, and all winter maintenance requirements are met on the subject roadways.
- 3.76 The Owner agrees that all pavement and boulevards must be maintained clear of debris and building material, and all manholes or other structures must be ramped as required and such ramping maintained by the Owner until top course of asphalt is placed.
- 3.77 The Owner agrees to snow-plow and sand roadways and sidewalks until Assumption. The Town may undertake plowing and sanding responsibilities of roadways and sidewalks after the base course of asphalt has been laid and occupancy has occurred on the subject roadways if the following conditions are met to the Town's satisfaction by November 1 of each year. The Owner shall complete these conditions by November 1 of each year, or the Town may do so at the Owner's expense:
- a) Remove all building material and debris from the rights-of-way and boulevards. Building materials shall be kept behind the line of the streetlights.
 - b) Sidewalks construction shall be completed in a continuous fashion, without missing segments, and backfill and compaction of all materials adjacent to sidewalks and curbs shall be installed and inspected. Sidewalk markers will be required to be installed to ensure visibility of sidewalk limits for snow removal purposes. The Town will not undertake sidewalk snow clearing responsibilities if these conditions are not met.
 - c) Clean catch basins of sediment and debris. Filter cloth to be installed under the catch basin grates.
 - d) Asphalt repairs and ramping are required around manholes and curbs to ensure that the snowplow blade can smoothly pass over the same without catching an edge.
 - e) Asphalt repairs to potholes, and ponding areas arising from settlements or broken asphalt are required.
 - f) All sediment controls (silt fence, catch basin inlet protection, etc.) shall be functioning properly.
 - g) General housekeeping of the subdivision, including cleaning and removal from site of all scattered and stockpiled construction debris.
 - h) All roads shall be swept and/or flushed on a regular basis while the temperatures permit. The roads shall be regularly scraped thereafter.
 - i) Fill in any missing sections of the top curb behind catch basins with HL-8 asphalt.
 - j) All curb endings shall have a smooth transition in order for the snowplow blade to smoothly pass over same without catching the end.
 - k) All fire hydrants must be inspected, pumped dry, re-banded, and anti-tampering devices installed to ensure functionality as required and to prevent freezing during the winter. Written certification shall be required in order for this condition to be met.
 - l) All water sample stations shall be secured and locked with keys provided to Town personnel. Snow fence or similar visible indicators shall be installed around sample stations to ensure they are visible during snowplow and snowbank build up.
 - m) Snow fence or similar visible indicator around hydrants to ensure they are visible during snowplow and snowbank build up.
 - n) A letter from the Consultant to the Town certifying the abovementioned items have been addressed.

Watermain Testing and Flushing

- 3.78 The Owner must obtain Road Occupancy permits for any works to occur on existing Town roads. The Owner shall contact Environmental Services at the Town for the latest Watermain Testing and Flushing Procedure and shall follow same as required, including any on-site inspections by Town staff. The Owner shall not operate, connect, or construct any Works on the Town's existing water or wastewater system without written consent from the Town's Operations & Infrastructure Department. The Owner agrees to retain a Licensed Water and Wastewater Operator to oversee and inspect any Work which involves construction on or connection to the existing Town water or wastewater system until the occupancy level in the subdivision reaches 100%.

Fouling of Roadways

- 3.79 The Owner agrees not to foul the highways outside the limits of the subdivision leading to the Lands and further agrees to provide the necessary labour and equipment to be available on twenty-four (24) hours' notice at all times to keep public roads clean, and if, in the opinion of the Director, such roads do not meet these requirements, then such work may be done by the Town at the Owner's expense. The Owner will provide a contact number for complaints related to road fouling. If the Town determines that road fouling is not being adequately addressed, this work may be done by the Town at the Owner's expense:

Cleaning and Sweeping of Streets

- 3.80 The Owner agrees to maintain all roads, pavement, boulevards, curbs, and sidewalks clear of building debris and other material and to keep same in a clean and reasonable condition throughout the period of house construction, and shall provide the necessary labour and equipment, including power sweeping and flushing equipment, to do so on a daily basis and/or as required by the Director. If, in the opinion of the Director, such roads do not meet these requirements, then this work may be done by the Town at the Owner's expense.

Clearance of Debris from Vacant Public and Private Lands

- 3.81 The Owner agrees to clear debris and garbage originating from the Works in the subdivision and deposited on vacant public and private lands within or outside the limits of the subdivision, if so requested in writing by the Director. If the Owner fails to do so within seventy-two (72) hours, the Town may remove such debris and garbage at the Owner's expense.

PART IV - BUILDING AND PLANNING REQUIREMENTS

Street Signs and Traffic Control Signage

- 4.1 Prior to the issuance of a building permit, the Owner agrees to erect permanent street signs and traffic control signage according to specifications approved by the Director on all street intersections in the subdivision and to maintain same until all grading of roads and boulevards has been completed and Assumption occurs.
- 4.2 The Owner shall supply and install traffic signs as directed by the Director in accordance with the traffic plan or equivalent.

Street Names

- 4.3 The Owner agrees that the street(s) on the proposed plan(s) of subdivision shall bear names satisfactory to the Town and the Region and shall be in accordance with any by-law(s) passed by the Town naming any streets within the proposed subdivision.
- 4.4 Permanent street name signs shall be erected according to specifications approved by the Director.

Building Requirements

- 4.5 The Owner agrees that all houses shall be designed, located and constructed to ensure a reasonable mix of styles, materials and colors for adjacent houses, and shall be constructed in accordance with the Council-approved Urban Design Report and Architectural Design Guidelines, as amended. The Owner's Engineer shall consider all existing and future street intersections in the overall siting of homes to minimize any potential impact.
- 4.6 The Owner agrees to retain a competent Building Control Architect. The Building Control Architect shall be in good standing with the Ontario Association of Architects and shall have experience in and be capable of reviewing all building permits for compliance with the Council-approved Urban Design Report and Architectural Design Guidelines. Where possible the Control Architect shall be the same as the architect that drafted the Urban Design Report and Architectural Design Guidelines.
- 4.7 The Owner agrees that no building permit will be issued until the Town is satisfied that:
- a) all requirements contained in Schedule 14 are fulfilled;
 - b) all the following provisions of this Agreement have been fulfilled:

3.22	Individual Lot/Block Grading Plans
3.50-3.51	Streetlights
4.1- 4.2	Street Signs and Traffic Signage
4.3- 4.4	Street Names
6.2-6.3	Fire Protection and Access
6.4	Fire Breaks
6.6-6.7	House Numbers

- c) all adequate road access including base course asphalt, municipal water supply, storm and sanitary sewers, storm drainage facilities, utilities and street lighting, are available to service the development.

Accessory Buildings, Additions and Swimming Pools

- 4.8 The Owner and/or any subsequent purchaser shall not construct or apply for a building permit to construct any accessory building, addition to an existing building or swimming pool until the individual grade control plan referred to in Subsection 3.22 has been approved by the Director.

Pre-Registration Homes

- 4.9 The Town hereby agrees to the construction by the Owner of pre-registration homes prior to the registration of the plan of subdivision, subject to the provisions of this Agreement and in accordance with the Town's Zoning By-law 500.
- 4.10 It is mutually agreed by the parties hereto that the maximum number of pre-registration homes shall be determined in accordance with Zoning By-law 500.
- 4.11 Subject to Subsections 4.9 and 4.10, the Owner acknowledges and agrees that all other requirements for the issuance of building permits are applicable to the issuance of building permits prior to the registration of the plan of subdivision.

Occupancy of Buildings

- 4.12 The Owner shall not permit occupancy of any building including pre-registration homes until the following requirements have been fulfilled to the satisfaction of the Director:
- a) the Plan of Subdivision or any approved Phase thereof, as the case may be, is registered;
 - b) the water, sewage, and drainage facilities, including any storm outlet on adjacent lands, are operating and the required water meter has been installed in accordance with the conditions set out by the Town;
 - c) all lot grading for the affected lot is complete and the consultant's grading certificate, issued by the Engineer, has been submitted and accepted by the Director;
 - d) the granular base is installed and compacted on the driveway and access to the dwelling by way of patio stones, has been provided in accordance with the latest revision of the Town's Development Design Criteria, as amended from time to time;
 - e) hydro electric service to the building is in operation and approved by the Electrical Safety Authority and streetlights are installed and fully operational, in accordance with the conditions set out by the Town;
 - f) Each dwelling unit shall be furnished with a house number assigned to the dwelling by the Town, which has been permanently posted on the front of the dwelling in such a manner as to be visible from the street and suitably illuminated; and
 - g) In the case of a lot containing a detached garage, the garage shall be fully complete.

Green Bins and Blue Boxes

- 4.13 The Owner shall provide one green bin and one large blue box for each residential unit within the proposed subdivision for distribution to each purchaser of a new home and in accordance with any fee(s) as set out in Schedule '10' hereto.

Parkland Conveyance

- 4.14 The Owner shall fulfill the parkland requirements set out in Schedule 7 in accordance with

section 51 of the *Planning Act*.

Canada Post

- 4.15 The Owner agrees to include on every agreement of purchase and sale a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- 4.16 The Owner shall be responsible for notifying all purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 4.17 The Owner agrees to contact Canada Post sixty (60) days in advance of occupancy to arrange for setup of mail delivery.
- 4.18 The Owner agrees to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plan.
- 4.19 The Owner agrees to provide the following for each Community Mailbox site and to include these requirements on the appropriate servicing plans:
 - a) An appropriately sized sidewalk section (concrete pad) as per municipal standards, on which the Community Mailbox shall be placed;
 - b) Any required walkway across the boulevard, as per municipal standards;
 - c) Any required curb depressions for wheelchair access.
- 4.20 The Owner shall determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residences as soon as the homes are occupied.

PART V - FINAL ACCEPTANCE AND ASSUMPTION

- 5.1 Final Acceptance and Assumption of the subdivision shall take place upon fulfilment of the requirements set out in Schedule 12 and the following conditions:
 - a) satisfactory conclusion of performance by the Owner of its obligations during the full twenty-four (24) month maintenance period, commencing upon Preliminary Acceptance of the Aboveground Works and Services;
 - b) that all roadway pavement, ditches, storm sewers and appurtenances thereto, and sanitary sewers and appurtenances thereto shall be clean and free of debris and earth deposits and functioning as intended;
 - c) that all settlements, depressions, and any other defects on roadways shall be repaired to the satisfaction of the Director;
 - d) that eighty-five (85%) percent of all buildings on lots within the plan of subdivision or any phase thereof are constructed;
 - e) that the Director shall be in receipt of all items identified in Schedule 12 and the following:
 - i. a statement by a registered Ontario Land Surveyor that he/she has found or replaced all standard iron bars and iron bars as shown on all reference plans and all corner lots and control points of survey, and has located or properly re-established all block corners, the beginnings and ends of all block curves other than corner roundings, and all points of change in direction of streets. In addition, the four iron bars on the outside corners of the Lands shall have their horizontal and vertical coordinates assigned to them and that information provided to the Town;
 - ii. a certificate of location and elevation of two (2) geodetic benchmarks in the subdivision;
 - iii. a Statutory Declaration from the Owner that it has paid all contractors and sub-contractors associated with the construction of public works and complied fully with the provisions of the *Construction Act*;

- iv. a certificate from the Landscape Consultant certifying the satisfactory completion of boulevard planting and of all other landscaping in the plan in accordance with the applicable specifications and the approved construction drawings and that the plant materials have been installed for a period of not less than twenty-four (24) months and are in healthy condition, and all dead or diseased plantings have been replaced and are now in healthy condition. This certificate must be signed and stamped by a member of the Ontario Association of Landscape Architects (O.A.L.A.);
 - f) that any lands dedicated as public parks have been graded and sodded to the satisfaction of the Director;
 - g) that all vacant lots and blocks have been graded in accordance with the Grade Control Plan and an acceptable grass cover is established; and
 - h) that all other covenants contained within this Agreement have been completed to the satisfaction of the Town.
- 5.2 The Town agrees that once all required documentation and inspections as set out in Subsection 5.1 and Schedule 12 are received and accepted and Assumption has been granted, the Director shall issue a certificate of Final Acceptance.
- 5.3 A Council Resolution is required for Assumption to occur. Assumption may occur with very minor deficiencies with the Works, as determined by the Director, and the Owner shall rectify the deficiencies prior to Final Acceptance. Once the Owner receives Final Acceptance, all unused securities shall be returned as per Section 8.11 and 8.12.

PART VI - FIRE PROTECTION REQUIREMENTS

Emergency Access to Lands

- 6.1 The Owner shall provide emergency access to the Lands in such locations as may be required by the Fire Chief.

Fire Protection and Access

- 6.2 The Owner acknowledges and agrees that building permits will not be issued for any dwelling unless the lot upon which a dwelling is to be constructed is situated within ninety metres (90m) of an operating fire hydrant and the abutting roadway or any roadway required to access the subject lot is constructed to a minimum of granular base course which is to be maintained by the Owner.
- 6.3 The Owner shall ensure that all mainline and secondary water main valves are open at all times and all fire hydrants are operating and available for firefighting purposes.

Fire Breaks

- 6.4 The Owner shall provide a firebreak plan for the development pursuant to the requirement(s) of the Town's Manager of Building and Chief Building Official.

Hydrant Anti-Tampering Devices

- 6.5 Upon acceptance by the Director of the testing and charging of the subdivision water distribution system, whether in whole or in part, the Owner shall install an anti-tampering device of style and manufacture acceptable to the Director on each fire hydrant within the subdivision. Said devices shall remain in place and be maintained by the Owner until Assumption of the subdivision by the Town.

House Numbers

- 6.6 Prior to the issuance of a building permit, the Owner shall provide all house numbers for use within the said plan as allocated by the Town.
- 6.7 Prior to occupancy, each and every dwelling unit shall be furnished with the house number assigned by the Town, which shall be permanently affixed on the front of each dwelling in such a manner as to be visible from the street and suitably illuminated to the satisfaction of the Director.

Open Burning of Materials

- 6.8 The Owner agrees to comply with the municipal by-law regulating the open burning of

materials and to obtain the necessary permits from the Town's Fire Department in accordance with By-law 2016-0019 (REG-1)

PART VII - FEES AND CHARGES

Payments

- 7.1 In addition to the fees and charges set out herein, the Owner agrees to pay to the Town all amounts set out in Schedule 10 attached hereto.
- 7.2 The Owner agrees that in the event the payments received by the Town pursuant to Schedule 10 are not required or likely to be required wholly or in part in connection with the development of this subdivision, the amounts paid may then be expended for such other general or specific purposes as the Town may, at its absolute discretion, determine.
- 7.3 The Owner shall pay all applicable development fees to the Lake Simcoe Region Conservation Authority in accordance with the approved fees policy under the *Conservation Authorities Act*.

Winter Maintenance of Roadways

- 7.4 The Owner agrees:
- (a) that if any person should occupy a dwelling unit within the Lands before the Assumption of the roadways, the Town shall carry out Winter Maintenance on the travelled portion of such streets, sidewalks and multi-use paths within the Roadways that are installed and completed and are required for access to the occupied dwellings, in accordance with the Town's Development Design Criteria, subject to the following:
 - the Owner has provided written notice to the Town requesting the Town to commence Winter Maintenance on the affected streets;
 - all roadways that are subject to Winter Maintenance are free and clear of debris to the satisfaction of the Town;
 - all maintenance holes and catch basins are constructed to match the existing grade of the travelled portion of the road; and,
 - all sidewalks and boulevards have been constructed to the satisfaction of the Town, and are continuous and connected to an existing maintained roadway;
 - (b) that such Winter Maintenance by the Town shall not constitute Acceptance or Assumption and that the Owner specifically absolves and indemnifies the Town from any and all loss or liability of every nature and kind whatsoever in connection with such Winter Maintenance;
 - (c) that if by September 1st of any given calendar year, the total occupancy of the subdivision is less than 85%, the Owner shall reimburse the Town for any costs incurred on this account including a 15% administration charge for winter maintenance inspections, winter maintenance works and post-winter street sweeping;
 - (d) that nothing herein shall be construed as maintenance by the Town for the purposes of creating any statutory duty on the Town for the maintenance of public streets and highways or with respect to the assumption of the roads as public highways;
 - (e) that if the Town damages or interferes with the Works or any supplies, equipment, or property of the Owner while carrying out Winter Maintenance, the Owner hereby agrees to release and waive all claims against the Town that the Owner might have arising therefrom and shall make no claim against the Town for such interference or damage provided such interference or damage was not caused through gross negligence on the part of the Town, its servants, contractors, or agents;

- (f) that it will reimburse the Town for any costs incurred on account of damage or replacement of maintenance equipment belonging to the Town, its servants, contractors, or agents as a result of faulty or incomplete construction of Works within the Lands, or failure of the Owner to keep the roadways free and clear of any debris or other obstruction.

Outstanding Charges

7.5 Prior to the execution of this Agreement, the Owners shall:

- (a) pay all taxes outstanding against the Lands; and
- (b) commute and pay forthwith designated charges and imposed rates now or to be assessed and levied upon the Lands, including but not limited to levies, under all applicable legislation, regulations, by-laws and policies.

Lawful Levies and Rates

- 7.6 The Owner shall pay all taxes levied, or to be levied, on the Lands on the basis of and in accordance with the assessment and collector's roll entries until such time as the Lands have been assessed and entered on the collector's roll according to the registered plan of subdivision.
- 7.7 Notwithstanding the Works to be constructed and installed by the Owner, the services to be performed and the payments to be made pursuant to this Agreement, the Lands shall remain liable in common with all other assessable property in the Town to all lawful rates and levies of the Town.

Unpaid Monies

- 7.8 Interest shall be payable by the Owner to the Town on all sums of money payable under this Agreement which are not paid within thirty (30) days from the date of an invoice issued by the Town to the Owner. Interest on all late payments shall be paid by the Owner at a rate of fifteen percent (15%) per annum.

PART VIII - GUARANTEES AND SECURITIES

Performance Guarantee

- 8.1 Prior to the registration of the plan(s) of subdivision, the Owner shall provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town Solicitor as set out in Schedule 11 hereto, in order to guarantee the performance of all the Owner's obligations under this Agreement, including that,
- a) all the Works and related costs contemplated by the Approved Plans, any additional plans and this Agreement, as set out in Schedule 5, are constructed in a proper manner;
 - b) the said Works are properly maintained until the certificate of Final Acceptance is issued; and
 - c) all necessary repairs are made, including repairs to the Works constructed by the Owner but damaged by others (including but not limited to any builders).
- 8.2 The initial amount of the Letter of Credit shall be as set out in Schedule 11 hereto..
- 8.3 If, in the opinion of the Director, at any time, the amount of the said Letter of Credit is insufficient, such amount may be increased and the Owner shall provide such additional security or provide such additional Letter of Credit on the terms and conditions contained herein as may be required as a result of such increase. In determining the sufficiency of the amount of the Letter of Credit or any additional security, regard shall be placed on the requirements set out in Schedule 11 and the total cost of satisfying all the obligations of the Owner pursuant to any of the provisions of this Agreement.
- 8.4 If the Town makes a demand for an increased Letter of Credit or additional security and the Owner fails to provide same within fourteen (14) days of its receipt of such demand, it shall be deemed to be in breach of this Agreement and the Town may issue a stop work order.

Drawing on Letter of Credit

- 8.5 The Town may appropriate any portion of the Letter of Credit to remedy any Default in accordance with Part XI (Remedies).
- 8.6 Notwithstanding anything contained in this Agreement, in cases of emergency or urgency, the Town may enter onto the Lands without notice and perform, at the Owner's expense, any necessary emergency repairs including but not limited to repairs required to mitigate any immediate risk to the health, safety or welfare of persons, property or the environment.
- 8.7 Without limiting the foregoing, the Town may draw upon the Letter of Credit for any one or more of the following purposes:
- a) to construct and install the Works contemplated by this Agreement and the Approved Plans upon the failure of the Owner to commence such construction and installation within the times set out in this Agreement;
 - b) to complete the installation and construction of the Works that the Owner is required to install pursuant to this Agreement and the Approved Plans;
 - c) to correct any lot grading deficiencies upon the failure of the Owner to do so;
 - d) to repair or maintain the Works and Services, or any specific part thereof, upon the failure of the Owner to do so;
 - e) to perform emergency repairs;
 - f) to clean access and other roads;
 - g) to remove goods and materials that have been stored on access roads and other roads within the subdivision;
 - h) to remove obstructions from access roads and other roads within the subdivision created by house construction;
 - i) to take whatever steps are necessary to maintain a free flow of traffic on access roads during the period of construction of services, and on access roads and roads within the subdivision once the underground services have been installed and the aboveground services have been constructed to the point where building permits may be issued for emergency vehicles and the general public;
 - j) to pay any and all charges the Town may incur pursuant to this Agreement, including charges for maintenance work;
 - k) to satisfy any liability of the Town pursuant to the *Construction Act*;
 - l) to discharge any other obligation of the Owner under this agreement which the Owner has failed to discharge, in accordance with the terms hereof; and,
 - m) to cover the cost of retaining an archaeological consultant to undertake an archaeological assessment of the blocks in Orchid Trails Phase 1 to be conveyed to the Town as open space to the satisfaction of the Director.

Lot Grading Deposits

- 8.8 Prior to the issuance of a building permit on any lot or block within any phase of the proposed development, the Owner or any successive lot owner and/or builder shall provide the Town with a Lot Grading Deposit in accordance with Schedule 11 hereto to guarantee completion of the grading of up to a maximum of fifty (50) lots per builder in accordance with the approved engineering plans.
- 8.9 Multiple deposits may be required should any one builder have more than fifty (50) lots. This deposit may further be used by the Town to repair any damages to municipal works including damage to the roadway, curb and gutter, sidewalk or boulevard sodding, and to clean and remove any matter fouling any public highway as a result of any work being undertaken on the said lots by the builder or builders. If at any time during the construction of the homes in a particular phase of the subdivision, the Director determines that problems have occurred that would require more than the amount set out in Schedule 11 to repair, then the Town may make a demand for an additional amount to be deposited, and if the Owner fails to provide same within fourteen (14) days of its receipt of such demand, it shall be deemed to be in breach of this Agreement and the Town may issue a stop work order.

Reduction of Securities

- 8.10 Upon Preliminary Acceptance of either the Underground Works and Services or the Aboveground Works and Services, the Town may, at its discretion, reduce the securities required pursuant to Schedule 11 by an amount of up to eighty-percent (80%) of the estimated cost of the Underground Works and Services or the Aboveground Works and Services, as the case may be, provided that,
- a) the Owner has made a written request for the reduction which includes all pertinent payment information;
 - b) the Owner is not in default;
 - c) the Owner has submitted to the Town a Statutory Declaration stating that:
 - (i) all services and materials with respect to the construction and maintenance of the Works for which the reduction is sought have been supplied and no amount is owing to any contractor or subcontractor in relation to such materials or services, and no person has given notice of a claim for lien under the *Construction Act* against the Lands or any part thereof;
 - (ii) there are no judgments or executions filed against the Owner;
 - (iii) nothing is owed by the Owner or claimed against it for unemployment insurance deductions, income tax deductions, or premiums under the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sch. A;
 - (iv) 60 days have passed since the completion of the Works for which the reduction is sought; and
 - (v) the Owner has not made any assignment for the benefit of creditors, and no receiving order has been made against it under the *Bankruptcy and Insolvency Act*, R.S.C. 1995, c. B-3 and no petition for such an order has been served upon it.

Maintenance Guarantee

- 8.11 Upon Preliminary Acceptance of all of the Works required to be installed by the Owner, the Town, at its discretion, may reduce the performance guarantee to an amount equal to the total of (i) twenty percent (20%) of the costs of the Works which have received Preliminary Acceptance, and (ii) one hundred percent (100%) of the cost of all incomplete Works as estimated in Schedule 9 hereto, to guarantee the workmanship and materials for a period of twenty-four (24) months, until the Assumption of the subdivision. Prior to the granting of any such reduction, the Owner shall submit to the Town a Statutory Declaration that it has paid all contractors and subcontractors associated with the construction of the Works and complied fully with the provisions of the *Construction Act*.
- 8.12 In addition to the above the owner shall provide to the town, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of 100 percent of the landscape costs. The Town will release 50 percent of it back to the Owner on landscape works inspection and will hold the remaining 50 percent until the 2 years maintenance period is over.

Return of Maintenance Guarantee

- 8.13 Subject to reduction for any payouts and/or claims pursuant to the *Construction Act* and upon receipt by the Town of a Statutory Declaration that all contractors and sub-contractors associated with the construction of the Works have been paid, the Town shall return the securities deposited by the Owner upon the certificate of Final Acceptance of the subdivision(s) for which the security has been provided.

PART IX – INSURANCE

Coverage Required

- 9.1 Prior to the execution of this Agreement, the Owner shall obtain and maintain public liability and property damage insurance with an insurance company approved by the Director and

licensed in Ontario to underwrite such insurance.

- 9.2 The insurance policy shall contain a cross-liability and severability of interest clause, protecting the Town against all damage or claims by any person or entity, including by the Owner and its agents, as if the Town were separately insured and providing that the Town shall be insured notwithstanding any breach of any condition in the policy by any other insured. The insurance policy shall indemnify the Town against all damage or claims including but not limited to,
- a) any loss or damage that may happen to any of the Works;
 - b) any loss or damage that may happen to any of the materials or any of the equipment or any other items used to construct any of the Works or any of the utilities;
 - c) any loss or damage that shall or may result from the storage, use or handling of equipment;
 - d) any loss or damage that shall or may result from the drainage of surface waters on or from the Lands;
 - e) any loss or damage that may result from the disposal of effluent from any sewage disposal works;
 - f) any loss or damage that may happen to any public road or to any property of the Town or to the property of any other person either directly or indirectly by reason of the Owner's undertaking the development of the Lands; and
 - g) any bodily injury including death and personal injury to any person including workers employed on the Lands and the public.
- 9.3 All policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- 9.4 In the event that the Owner fails to maintain insurance as required, the Town shall have the right to provide and maintain such insurance and the Owner must pay the cost thereof to the Town within fourteen (14) days of its receipt of a demand for payment.
- 9.5 Evidence of insurance must be satisfactory to the Town, and shall be provided prior to the signing of this Agreement and shall remain in effect until such time as Assumption occurs.
- 9.6 All policies of insurance shall contain a clause providing for automatic term renewals.
- 9.7 The Owner may be required to provide and maintain additional insurance coverage(s), related to this Agreement, as reasonably determined by the Town.

Amount of Coverage

- 9.8 All policies of insurance shall be issued jointly in the names of the Owner and the Town and shall provide minimum general commercial liability coverage of \$5,000,000.00 for damage arising out of one accident or occurrence or series of accidents or occurrences. The issuance of any policy shall not relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

PART X - ADMINISTRATION AND REGISTRATION

Conveyances of Land and Easements

- 10.1 The Owner agrees to transfer to the Town, free from encumbrances and restrictions, all of the lands and easements described in Schedule 7 hereto (Conveyances of Land, Easements and Reserves). The documents for the said lands described in Schedule '7' are to be in a form approved by the Town Solicitor.
- 10.2 If, subsequent to the date of this Agreement, further lands and/or easements through a particular lot or block are required for public purposes related to the development of the Lands, the Owner shall transfer such lands and/or easements to the Town after notice to do so is given to the Owner by the Director and section 10.1 shall apply to any such transfer.

Registration of Agreement

- 10.3 The Owner hereby consents to the registration of this Agreement upon the title to the Lands. Such registration shall be at the instance of the Town and at its sole and absolute discretion.
- 10.4 The Town may enforce the provisions of this Agreement against the Owner and, subject to the provisions of the *Registry Act*, R.S.O. 1990, c. R.20 and the *Land Titles Act*, R.S.O. 1990, c. L.5, against all subsequent owners of the Lands or any part of them.
- 10.5 It is declared and agreed that this Agreement, including the covenants contained herein and the Schedules attached hereto, shall enure to the benefit of the Town and be binding upon the Owner and its successors and assigns.
- 10.6 The Owner agrees to satisfy all Conditions of Draft Approval and to obtain written clearance from the various governing agencies prior to registration of the plan of subdivision.

Registration of Inhibiting Order

- 10.7 The Owner hereby consents to the registration of an application, signed by the Town, for an order inhibiting any dealings with the Lands (the "Inhibiting Order") immediately before the registration of this Agreement.
- 10.8 The Owner acknowledges that the Town shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Owner has supplied all documents in compliance with this Agreement in a form satisfactory to the Town, and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances affecting the Lands have been registered against the title to the Lands.

Registration of Plan(s)

- 10.9 The Owner agrees to register the plan(s) of subdivision within one (1) year of the date of this Agreement.
- 10.10 It is mutually agreed that if the plan(s) of subdivision contemplated by this Agreement are not registered within the time limit set out in Subsection 10.9 hereof, the Town may at its sole discretion require that a new agreement be entered into and may alter the terms and conditions thereof as it deems advisable.
- 10.11 It is further understood and agreed by the parties hereto that there is no obligation on the Town to do anything required herein until such time as the plan of subdivision has been approved by all requisite authorities, and in the event the said plan is not approved by such authorities, the Town shall be reimbursed for its costs and expenses from any monies received from the Owner.

Consent and Postponement

- 10.12 The Owner agrees to obtain and register a discharge or a consent and postponement of any mortgage or other encumbrance on the Lands, at its expense, with the intent that any prior encumbrancer will postpone any rights or interest which it may have in the Lands, so that this Agreement shall take effect as though executed and registered prior to the creation of such right or interest of such party by the execution and registration of any mortgage or other encumbrance creating or defining such rights or interests. Any consent and postponement by a mortgagee of the Lands shall be in form and substance satisfactory to the Town.

Release of Inhibiting Order

- 10.13 The Town shall not release the Inhibiting Order until all the transfers described in Schedule 7 and all partial discharges and postponements relating to such transfers (as described in the Inhibiting Order) have been registered.

Release of Agreement

- 10.14 The Town shall prepare and register a release of this Agreement, provided Certificates of Acceptance have been issued for all Works and Council has assumed all the roads and the person requesting the partial release pays all registration costs.

PART XI – REMEDIES

Default

- 11.1 The Owner shall be in Default if, in the opinion of the Director,
- a) the Works are not proceeding in accordance with the Approved Plans and specifications;
 - b) the Owner has not commenced the Works in accordance with the provisions of this Agreement;
 - c) completion of the Works is being unduly delayed, causing them not to be completed within the time limits specific herein;
 - d) the Works are being or have been improperly constructed;
 - e) the Owner fails to take steps to procure compliance with the provisions of this Agreement after having received notice from the Town of existing deficiencies and/or other issues with the construction of the Works;
 - f) the Owner neglects or refuses to complete, remove or repair any Works that have been rejected by the Director as being defective, deficient or unsuitable; or
 - g) the Owner is otherwise in default of any obligation under this Agreement.
- 11.2 If the Owner is in default and such default has continued for a period of ten (10) business days (or such longer period of time as may be required in the circumstances to cure the default) after receipt of notice from the Director setting out the particulars of the Default, the Town may,
- a) issue a stop work order to the Owner to cease construction of any Works;
 - b) revoke or delay the issuance of building permits until the said Works are installed in accordance with the requirements of the Town; and/or
 - c) enter upon the Lands and remedy the Default at the Owner's expense. Entry upon the Lands by the Town under this section shall not be deemed for any purpose whatsoever to be an acceptance or assumption of the said Works by the Town.
- 11.3 The costs incurred in connection with such remedial actions, including all materials, labour and equipment that in the opinion of the Director are required for such purpose, together with all engineering costs, calculated in accordance with the current fee schedule established by the Association of Professional Engineers of the Province of Ontario, shall be paid for by the Owner and may be charged against and paid out of any security held by the Town to guarantee the due performance of the terms of this Agreement.
- 11.4 Notwithstanding subsection 11.2, in cases of emergency or urgency, the Town may enter onto the Lands without notice and perform, at the Owner's expense, such work as the Director deems necessary to protect the integrity of existing municipal infrastructure or to protect the integrity and functionality of the Works.
- 11.5 Every contract made by the Owner with a contractor or homebuilder to construct any Works shall require the contractor or homebuilder to comply with all the provisions of this Agreement, including the requirement to stop work when ordered by the Director.
- 11.6 Construction of any Works described in a stop work order may only recommence after the Director has provided authorization to recommence.

Inspections

- 11.7 The Owner agrees that the Director may inspect the construction of the Works under any contract, but such inspection shall in no way relieve the Owner from the responsibility to inspect the Works itself.
- 11.8 If, at any time, the construction of the Works is not, in the opinion of the Director, being carried out in accordance with good engineering practice, the Director may issue instructions to the Owner and/or to the Owner's Engineer to take such steps as the Director deems necessary to procure compliance with the provisions of this Agreement. Such instructions may be written or may be verbal, in which case the Director shall confirm the instructions in writing within forty-eight (48) hours. In the event that neither the Owner nor the Owner's Engineer is present at the site of the work to receive such verbal instruction, the Director may require the contractor(s) and/or workmen to cease work forthwith.
- 11.9 The Town, by its officers, servants, employees and agents, may enter on the Lands or parts

thereof and any building(s) erected thereon to ensure the proper compliance of any of the Works required to be constructed by the Owner. The Owner and the Owner's Engineer shall co-operate fully with the Town in any inspection.

Qualitative and/or Quantitative Testing

- 11.10 The Director may require, at his discretion, qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any Works required by this Agreement, including Closed Circuit Television (CCTV) and video inspections of sewer pipes. All testing shall conform to the *Ontario Provincial Standard Specifications* and the Town's Development Design Criteria, as amended. The costs of such tests shall be paid by the Owner within fourteen (14) days of its receipt of an account therefor rendered by the Town.

Liens

- 11.11 The Owner shall indemnify the Town against the costs incurred by the Town in making any payment pursuant to section 11.12, including, without limitation, the Town's legal costs.

11.12 Upon receiving notice or upon any liens being filed with the Town pursuant to the *Construction Act* on any lands dealt with in this Agreement in which the Town may have an interest, this Agreement shall be deemed to be defaulted by the Owner. If the Owner fails to discharge the lien or the claim as the case may be within ten (10) business days after receipt of notice of such lien or claim from the Town, the Town may, notwithstanding any other remedies it may have, draw such amount as is necessary to vacate such lien or claim from any Letter of Credit or other security it holds pursuant to this Agreement, and may pay such amount into Court as provided for in the *Construction Act*.

Public Works to Vest in the Town

- 11.12 The Owner agrees that all Works when constructed and assumed for maintenance by the Town shall vest in the Town. The Owner shall have no claim or rights thereto other than those accruing to it as an Owner of land abutting streets on which services have been installed.

Indemnification

- 11.13 The Owner shall indemnify and save harmless the Town and its officers, employees, agents and elected and appointed officials from and against all actions, claims, liabilities, demands, losses, damages, costs (including legal costs), and expenses and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to an injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever, arising in relation to this Agreement, including, without limitation, the construction and/or maintenance of all or any of the Works or the lack of construction or maintenance of such Works by the Owner in accordance with this Agreement, from the date of commencement of any Works until assumption thereof by the Town.
- 11.14 The Owner agrees to save harmless the Town and the Region from all claims and/or actions arising as a result of water or sanitary sewer service not being available when anticipated.

Conflict

- 11.15 In the case of any inconsistency or conflict between the provisions of this Agreement, the Approved Plans, design or specifications, and any other document, the order of precedence shall be the:
- i) Executed Subdivision Agreement;
 - ii) Approved engineering drawings;
 - iii) Town's Development Design Criteria, as amended; and
 - iv) Consultant's designs and specifications.

- 11.16 In the event that there is a dispute relating to the interpretation of any clause herein as it relates to the Works, the decision of the Director shall govern such interpretation.

Remedial Action

- 11.17 The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the

PART XII - GENERAL PROVISIONS

- 12.1 No amendment to this Agreement shall be effective unless made in writing and signed by all parties.
- 12.2 If any provision of this Agreement is held by a court to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.
- 12.4 Time shall be of the essence of this Agreement unless the Director authorizes otherwise.
- 12.5 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 12.6 This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same agreement.
- 12.7 Where there is more than one Owner of the Lands, all obligations of the Owner under this Agreement are joint and several.
- 12.8 The Owner and the Town agree to execute such other instruments as may from time to time be necessary or desirable to give effect to the provisions of this Agreement.
- 12.9 The Owner shall submit an On-street Parking Plan for review by the Town to the satisfaction of the Director.
- 12.10 The Owner shall enter into an appropriate cost sharing agreement with the Town respecting any extensions, modifications and/or improvements to the existing municipal water distribution system as determined necessary by the Director. The Owner further agrees to undertake and carry out such works in cooperation with the Town.
- 12.11 The Owner shall erect and maintain fencing as shown on approved fencing plan to the satisfaction of the Director and at no expense to the Town.
- 12.12 The Owner agrees to not remove trees or hedgerows without the written approval of the Town.
- 12.13 The Owner agrees that the placement of fill or other imported material on the Lands shall take place in accordance with the requirements of By-law 2022-0038 (REG-1) and O.Reg. 406/19 (On-Site and Excess Soil Management). The placement of fill shall be governed by the requirements and minimum quality standards of the bylaw and regulation.
- 12.14 The Owner agrees to provide a list of attributes, including but not limited to: cost, installation and manufacturers' information for all infrastructure assets in accordance with the Town's Asset Attribute Lists; and to the satisfaction of the Asset Management and Technical Services Division at the time of underground acceptance.
- 12.15 The Owner agrees to carry out or cause to be carried out the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Town.
- 12.16 The Owner shall ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan and Erosion and Sediment Control Plan prior to any site alteration or grading.
- 12.17 The Owner agrees to adequately demarcate the environmentally significant areas by means such as fencing (e.g. cedar rail, living) and signage.
- 12.18 The Owner agrees to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.

PART XIII - SPECIAL PROVISIONS

13.1 The Owner shall satisfy and agree to all conditions as set out in Schedule '14' attached hereto.

PART XIV - NOTICE

14.1 If any notice is required by this Agreement to be given to any of the parties or persons listed below, such notice shall be mailed or delivered by courier or by email transmission to:

Town: The Corporation of the Town of Georgina
26557 Civic Centre Road, R.R. 2
Keswick, Ontario L4P 3G1
Attention: Director of Development Services
Email: dbeaulieu@georgina.ca
Phone: (905) 476-4301 / Fax: (905) 476-1475

Owner: Ballymore Development (Georgina) Corp.
12840 Yonge Street, Suite 200
Richmond Hill, ON L4E 4H1

Attention: Louie Morra
Email: Larry Dekkema <LDekkema@ballymorehomes.com>
Phone: 905-773-1048 Ext. 230

Owner's Engineer: Sabourin Kimble & Associates Ltd. (SKA) Consulting Engineers
110 Kingston Road
Ajax, ON L1T 2Z9
Attention: Bill LeMaistre, P.Eng.
Email: BLeMaistre@skaengineering.com
Mobile: 416 917 8979
Phone: 905 426 9451

or such other e-mail or postal address of which any of the above-noted entities has notified the others. Any such notice mailed or delivered by courier or email transmission shall be deemed to have been given on the day and at the time of personal delivery or email transmission, if delivered or transmitted prior to 5:00 p.m. on a business day, or if not prior to 5:00 p.m. on a business day, on the business day next following the day of delivery or facsimile transmission, as the case may be. In this Agreement, a "business day" shall mean any day other than a Saturday, Sunday, or a statutory holiday or banking holiday in Ontario. Notice by mail shall be deemed delivered on the fifth (5th) business day following posting.

[the remainder of this page is intentionally blank]

IT IS HEREBY DECLARED that this Agreement and the covenants, provisos, conditions, and schedules herein contained shall be binding upon and ensure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the hands and corporate seals of the parties hereto, attested to by the hands of their proper signing officers, duly authorized in that behalf, the day first above written.

THE CORPORATION OF THE TOWN OF GEORGINA

Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk

We have authority to bind the Corporation

BALLYMORE DEVELOPMENT (GEORGINA) CORP.

Louie Morra, President

I have authority to bind the Corporation

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“Aboveground Works and Services” means Aboveground works including but not limited to top course asphalt, second stage curbs, sidewalks, streetlights, street signage, boulevard topsoil, sod, and related Aboveground works.

“Agreement” means this Subdivision Agreement.

“Approval” means draft plan approval under the *Planning Act*, R.S.O. 1990, c. P.13.

“Approved Drawings” means all drawings, plans, reports and related documents prepared on behalf of the Owner(s) and as submitted and approved by the Director and as appended as Schedule ‘5’ to this Agreement.

“Assumption” means assumed by the Town for public use and maintenance purposes through the passage of a by-law by Council under subsection 31(4) of the *Municipal Act*, 2001, S.O. 2001, c.25.

“Council” means the Council of the Town of Georgina.

“Control Architect” means the Owner(s)’s Professional Architect who is engaged and retained in accordance with this Agreement;

“Default” means default as described in Part XI (Remedies).

“Director” means the Town’s Director of Development Services or his/her designate.

“Engineering Drawings” means drawings and/or specifications prepared by a professional engineer respecting any Works.

“Final Approval” means approval for the final plan of subdivision under the *Planning Act*, R.S.O. 1990, c. P.13.

“Firebreak” is an open space between building units under construction and is intended to assist the fire department by interrupting or slowing down the spread of fire to adjoining structures.

“Lands” means the lands and premises described in Schedule ‘2’.

“Landscape Consultant” means the Owner(s)’s Professional Architect and/or Certified Arborist who is engaged and retained in accordance with this Agreement.

“Letter of Credit” means an irrevocable and unconditional letter of credit issued by a bank listed in Schedule “I” or Schedule “II” of the *Bank Act*, S.C. 1991, c.46 containing terms satisfactory to the Town’s Director

“Maintenance Period” means the period of time following Acceptance of the Public Works and prior to Assumption of same by the Town.

“Municipality” means The Corporation of the Town of the Georgina including, where appropriate, its agents, consultants, contractors, sub-contractors, employees or other persons authorized to act on its behalf.

“Occupancy” means public access for public use.

“Owner(s) or Owner(s)s” means the Owner(s) or Owner(s)s as identified on page 3 of this Agreement and includes, where appropriate, all agents, consultants, contractors, sub-contractors, suppliers, employees and other persons for whom the Owner(s) or Owner(s)s are in law responsible.

“Owner(s)’s or Owner(s)s’ Engineer” means a professional engineer or a firm of professional engineers retained by the Owner(s) or Owner(s)s’ to perform the engineering duties set out in this Agreement.

“Public Lands” means those lands owned or maintained by any government or government agency or public board and shall include road allowances.

“Public Works” means all works to be constructed pursuant to this Agreement which will ultimately be utilized by the general public and assumed by the Town.

“Region” means The Corporation of Regional Municipality of York.

“Security or Securities” means a security or deposit referred to in Part VIII and Schedule ‘11’.

“Site Alteration” means dumping of fill, the removal of topsoil from land, or the alteration of the existing grade of land by any means including placing fill, clearing, and grubbing, the compaction of soil or the creation of impervious surfaces, or any combination of these activities as per By-law 2014-0048, as amended.

“Town Development Design Criteria” means the Design Guidelines prepared by the Town 2013 edition, as amended.

“Underground Works and Services” means underground works and services in connection with electrical works (utilities, conduit, wiring, streetlights, and all appurtenances thereto), storm sewers, sanitary sewers, water-mains and all appurtenances incidental thereto; the granular road base, base course asphalt and base stage curb and gutter, and related works.

“Works” means the Underground Works and Services and Aboveground Works and Services including all connections, alterations, adjustments required for the development of the Lands and other miscellaneous works as set out in Schedule ‘8’ and as shown on the Approved Plans in Schedule ‘5’

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SCHEDULE 2
LEGAL DESCRIPTION OF LANDS
(TO BE SUBDIVIDED)

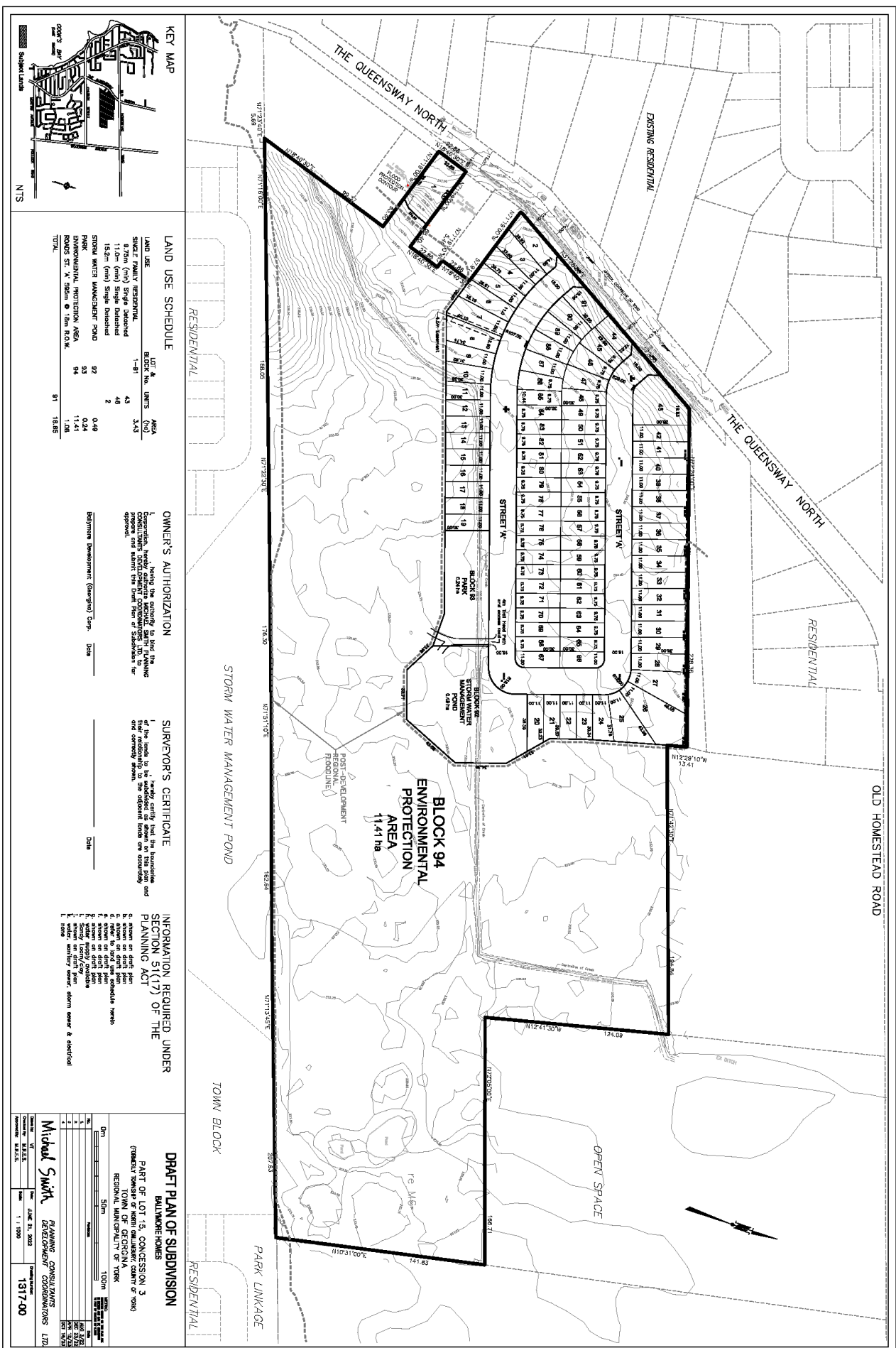
THOSE CERTAIN LANDS situated in the Town of Georgina (formerly the geographic Township of North Gwillimbury) and being composed of the following:

PIN 03491-0513 LT

Part of Lot 15, Concession 3, North Gwillimbury, Parts 1 & 2 on Plan 65R39418; Town of Georgina (the "Lands")

DRAFT

**SCHEDULE 3
PLAN OF SUBDIVISION**



**SCHEDULE 4
SOLICITOR'S CERTIFICATE**

SCHEDULE B

Certificate of the Owner's Solicitor as to Ownership of the Lands

TO: The Corporation of the Town of Georgina (the "Town")

I, Sidney Lubelsky, a Solicitor duly qualified to practice law in the Province of Ontario hereby certify that the Owner is the owner in fee simple of the Lands as more particularly described in Schedule "A" herein and that there are no mortgages or other encumbrances upon the Lands or any part thereof save and except the following:

PIN 03491-0513:

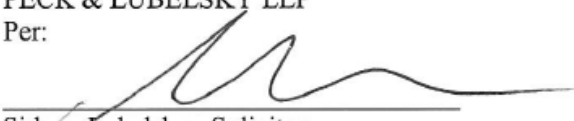
(i) None

This certificate is given by me to the Town for the purpose of having the Town rely on it and for certifying the title to the Lands.

Dated this 24th day of August, 2023

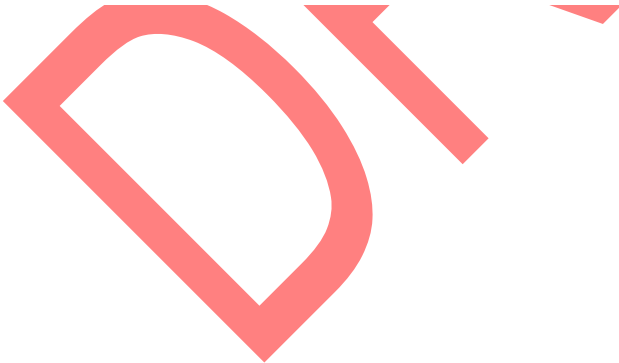
PECK & LUBELSKY LLP

Per:



Sidney Lubelsky, Solicitor

Ballymore Development (Georgina) Corp.



**SCHEDULE 5
APPROVED PLANS
(LIST OF APPROVED PLANS AND DRAWINGS)**

The Owners covenant and agree to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the following plans/drawings and as prepared by:

CIVIL ENGINEER: Sabourin Kimble & Associates Ltd. (SKA) Consulting Engineers

COVER PAGE

INDEX PAGE	
101. GENERAL PLAN OF SERVICES	
201. STORM DRAINAGE PLAN	
202. STORM DESIGN SHEET - INTERNALS	
203. STORM DESIGN SHEET - LOCAL QUEENSWAY	
204. STORM DESIGN SHEET - EXTERNAL DRAINAGE	
205. HGL DESIGN SHEET - INTERNALS	
206. HGL DESIGN SHEET - LOCAL QUEENSWAY	
207. HGL DESIGN SHEET - EXTERNAL DRAINAGE	
301. SANITARY DRAINAGE PLAN	
302. SANITARY DESIGN SHEET	
401. LOT GRADING PLAN - NORTH WEST	
402. LOT GRADING PLAN - NORTH EAST	
403. LOT GRADING PLAN - SOUTH WEST	
404. LOT GRADING PLAN - SOUTH EAST	
405. GRADING PLAN - THE QUEENSWAY NORTH	
406. GRADING PLAN - THE QUEENSWAY NORTH	
501. THE QUEENSWAY NORTH CROSS SECTIONS	
502. THE QUEENSWAY NORTH CROSS SECTIONS	
503. THE QUEENSWAY NORTH CROSS SECTIONS	
504. THE QUEENSWAY NORTH CROSS SECTIONS	
505. THE QUEENSWAY NORTH CROSS SECTIONS	
506. THE QUEENSWAY NORTH CROSS SECTIONS	
507. THE QUEENSWAY NORTH CROSS SECTIONS	
508. THE QYEENSWAY NORTH CROSS SECTIONS	
509. THE QUEENSWAY NORTH CROSS SECTIONS	
510. THE QUEENSWAY NORTH CROSS SECTIONS	
511. THE QUEENSWAY NORTH CROSS SECTIONS	
512. THE QUEENSWAY NORTH CROSS SECTIONS	
513. THE QUEENSWAY NORTH CROSS SECTIONS	
514. OLD HOMESTEAD ROAD CROSS SECTIONS	
515. OLD HOMESTEAD ROAD CROSS SECTIONS	
601. STREET A	STA 0+000 TO STA 0+260
602. STREET A	STA 0+260 TO STA 0+420
603. STREET A	STA 0+420 TO STA 0+626
604. THE QUEENSWAY NORTH	STA 0+680 TO STA 0+900
605. THE QUEENSWAY NORTH	STA 0+900 TO STA 1+1160
606. THE QUEENSWAY NORTH	STA 1+1160 TO STA 1+320
607. OLD HOMESTEAD ROAD	STA 1+040 TO STA 1+300
608. OLD HOMESTEAD ROAD	STA 1+300 TO STA 1+600
701. STORMWATER MANAGEMENT FACILITY	
702. STORMWATER MANAGEMENT CROSS SECTIONS	
703. STORMWATER MANAGEMENT DETAILS	
704. STORMWATER MANAGEMENT LIDS SECTION	
801. EARTHWORKS SEDIMENT CONTROL PLAN - PREVIOUSLY APPROVED	
802. EARTHWORKS CONSTRUCTION MANAGEMENT PLAN - PREVIOUSLY APPROVED	
803. EROSION CONTROL POND AND DETAIL - PREVIOUSLY APPROVED	
804. EROSION CONTROL POND AND DETAIL - PREVIOUSLY APPROVED	
805. EARTHWORKS SEDIMENT CONTROL PLAN DETAILS - PREVIOUSLY APPROVED	
806. EROSION AND SEDIMENT CONTROL PLAN - INTERNALS	
807. EROSION AND SEDIMENT CONTROL PLAN THE QUEENSWAY NORTH	
808. EROSION AND SEDIMENT CONTROL PLAN THE QUEENSWAY NORTH	
809. EROSION AND SEDIMENT CONTROL PLAN OLD HOMESTEAD ROAD	
810. SERVICING/EXTERNAL EROSION AND SEDIMENT CONTROL DETAILS	

- 811. DETOUR PLAN
- 812. TRAFFIC CONTROL PLAN - OLD HOMESTEAD ROAD
- 901. REMOVAL PLAN THE QUEENSWAY NORTH
- 902. REMOVAL PLAN THE QUEENSWAY NORTH
- 903. REMOVAL PLAN OLD HOMESTEAD ROAD
- 1101. TOWN STANDARD DRAWINGS
- 1201. REGIONAL STANDARDS
- 1301. OPSD STANDARD DRAWINGS
- 1302. OPSD STANDARD DRAWINGS
- 1401. MISCELLANEOUS DETAILS

SUPPLEMENTARY DRAWINGS

CONSTRUCTION DETAILS

COMPOSITE UTILITY PLANS

LANDSCAPE PLANS:

STREETLIGHTING PLANS:

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SCHEDULE 6



BEING A CERTIFICATE FROM AN ONTARIO LAND SURVEYOR AS TO THE CONFORMITY OF
ALL LOTS AND BLOCKS WITH THE ZONING BYLAW

CERTIFICATE OF AREAS AND FRONTAGES

RE: Proposed Plan of Subdivision of Part of Lot 15, Concession 3, Town of Georgina
Regional Municipality of York 19T-13G01

J.D. Barnes Reference No. 23-21-969-00 (Jan 31, 2025)

Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 1	22.860	962.4	SFD	15.200	315.0	R1-YY
LOT 2	14.000	565.3	SFD	12.200	420.0	R1-YY
LOT 3	11.000	473.0	SFD	11.000	315.0	R1-YY
LOT 4	11.000	450.2	SFD	11.000	315.0	R1-YY
LOT 5	11.000	443.3	SFD	11.000	315.0	R1-YY
LOT 6	11.500	466.9	SFD	11.000	315.0	R1-YY
LOT 7	12.800	541.1	SFD	11.000	315.0	R1-YY
LOT 8	11.000	487.1	SFD	11.000	315.0	R1-YY
LOT 9	11.000	398.7	SFD	11.000	315.0	R1-YY
LOT 10	11.000	368.8	SFD	11.000	315.0	R1-YY
LOT 11	11.000	348.1	SFD	11.000	315.0	R1-YY
LOT 12	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 13	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 14	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 15	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 16	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 17	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 18	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 19	11.000	330.0	SFD	11.000	315.0	R1-YY
LOT 20	11.000	389.2	SFD	11.000	315.0	R1-YY
LOT 21	11.000	333.2	SFD	11.000	315.0	R1-YY
LOT 22	11.000	329.0	SFD	11.000	315.0	R1-YY
LOT 23	11.000	330.7	SFD	11.000	315.0	R1-YY
LOT 24	11.000	380.2	SFD	11.000	315.0	R1-YY
LOT 25	11.080	613.0	SFD	11.000	315.0	R1-YY
LOT 26	11.080	1036.5	SFD	11.000	315.0	R1-YY
LOT 27	11.070	726.0	SFD	11.000	315.0	R1-YY
LOT 28	11.000	440.5	SFD	11.000	315.0	R1-YY
LOT 29	11.000	418.1	SFD	11.000	315.0	R1-YY
LOT 30	11.000	418.2	SFD	11.000	315.0	R1-YY
LOT 31	11.000	418.2	SFD	11.000	315.0	R1-YY
LOT 32	11.000	418.3	SFD	11.000	315.0	R1-YY

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140 Renfrew Drive | Suite 100 | Markham | Ontario | L3R 6B3
T: [905]477-3600 | F: [905]477-3882
www.jdbarnes.com



Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 33	11.000	418.3	SFD	11.000	315.0	R1-YY
LOT 34	11.000	418.4	SFD	11.000	315.0	R1-YY
LOT 35	11.000	418.4	SFD	11.000	315.0	R1-YY
LOT 36	11.000	418.5	SFD	11.000	315.0	R1-YY
LOT 37	11.000	418.5	SFD	11.000	315.0	R1-YY
LOT 38	11.000	418.5	SFD	11.000	315.0	R1-YY
LOT 39	11.000	418.6	SFD	11.000	315.0	R1-YY
LOT 40	11.000	418.6	SFD	11.000	315.0	R1-YY
LOT 41	11.000	418.7	SFD	11.000	315.0	R1-YY
LOT 42	11.000	418.7	SFD	11.000	315.0	R1-YY
LOT 43	35.170	1013.0	SFD	15.200	420.0	R1-YY
LOT 44	12.620	360.5	SFD	11.000	360.0	R1-XX
LOT 45	9.770	349.3	SFD	9.750	290.0	R1-XX
LOT 46	9.780	363.0	SFD	9.750	290.0	R1-XX
LOT 47	9.780	363.0	SFD	9.750	290.0	R1-XX
LOT 48	9.760	313.6	SFD	9.750	290.0	R1-XX
LOT 49	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 50	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 51	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 52	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 53	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 54	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 55	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 56	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 57	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 58	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 59	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 60	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 61	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 62	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 63	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 64	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 65	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 66	11.000	322.3	SFD	11.000	290.0	R1-XX
LOT 67	11.000	322.3	SFD	11.000	290.0	R1-XX
LOT 68	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 69	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 70	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 71	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 72	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 73	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 74	9.750	292.5	SFD	9.750	290.0	R1-XX

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www.jdbarnes.com

Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 75	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 76	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 77	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 78	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 79	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 80	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 81	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 82	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 83	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 84	9.750	292.5	SFD	9.750	290.0	R1-XX
LOT 85	10.470	303.4	SFD	9.750	290.0	R1-XX
LOT 86	12.230	329.8	SFD	9.750	290.0	R1-YY
LOT 87	13.830	374.5	SFD	11.000	315.0	R1-YY
LOT 88	13.820	374.2	SFD	11.000	315.0	R1-YY
LOT 89	13.790	372.1	SFD	11.000	315.0	R1-YY
LOT 90	13.850	373.4	SFD	11.000	315.0	R1-YY
LOT 91	14.770	425.3	SFD	12.200	420.0	R1-YY
Total Residential Lots		34485.9				



Block No.	Area (sq. m)	
BLOCK 92 (SWM Pond)	4941.8	OS-ZZ
BLOCK 93 (Park Land)	2414.1	OS-YY
BLOCK 94 (Environmental Protection)	113978.0	OS-XX
BLOCK 95 (0.30m Reserve)	1.4	
STREET 'A' (Public Highway)	10642.3	
Total SWM Pond	4941.8	
Total Park Land Dedication	2414.1	
Total Environmental Protection Area	113978.0	
Total Streets, Street Widening and Reserves	10643.7	
Total Area of Subdivision	166463.6	m ²
	16.6464	ha

Dated: November 19, 2024

Michael J. Gorman
Ontario Land Surveyor

Surveying | Planning | Mapping | GIS
140 Renfrew Drive | Suite 100 | Markham | Ontario | L3R 6B3
T: [905]477-3600 | F: [905]477-3882
www.jdbarnes.com

Owner to Provide This information

DRAFT

SCHEDULE 8 SCHEDULE OF WORKS

Design and construction of the work described herein shall be in accordance with the reviewed engineering drawings as prepared by Sabourin Kimble & Associates Ltd. (SKA) Consulting Engineers for the development. Such review shall be signified by the signature of the Director on the drawings.

1. GENERAL – SERVICING WORKS

- a) Construction of all new Local paved roads within the development, including a minimum of 450mm granular base and poured concrete curb and sod to the street lines, including storm sewers, catchbasins, drain inlets and concrete sidewalk. Road surfaces shall consist of hot-mix asphaltic pavement comprising a minimum of 50mm of HL-8 base coarse, compacted measure and 40mm of HL-3 top coat, compacted measure.
- b) Construction of underground servicing including Telephone, Cable TV, Gas and Hydro including the installation of streetlight fixtures in accordance with the Municipal Development Design Criteria, as amended, where applicable.
- c) Construction of a water distribution system, including 200mm diameter mains, suitable looping, main valves, hydrant and hydrant valves, connections to the existing mains, 25mm single service connections to the street line including shutoffs to all units, all to the satisfaction for the Director.
- d) Construction of a sanitary sewer system consisting of 200mm diameter sewers on the road allowance, manholes and 125mm single service connections to the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director.
- e) Construction of a storm sewer system including pipe, bedding, manholes, catchbasins, 150mm single service connections to the street line, including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director.
- f) Construction of a temporary construction access pad/mud on the construction entrance as shown on the approved plans.
- g) Construction of the stormwater management facilities and low impact designs consisting of granulars, subdrains, manholes, storm sewers, access road, headwalls, outfalls and emergency overflow weir.
- h) Construction of erosion and sediment controls consisting of temporary construction access pad/mud mat on the construction entrance, sediment control fence and check dams as shown on the approved plans.
- i) Construction of fencing and street trees as per the approved drawings.
- j) Erosion and Sediment Controls for internal and external works
- k) Construction of interceptor swales and rock check dams.
- l) Construction of 3.0m wide multiuse pathway on the east side of the Queensway North

SUMMARY OF ESTIMATES
FOR
HOMESTEAD MEADOWS - INTERNALS
BALLYMORE DEVELOPMENT (GEORGINA) CORP.
TOWN OF GEORGINA
March 4, 2025

ITEM	DESCRIPTION	ESTIMATED COST OF WORKS	
Contract "A"	Underground Services and Roads to Base Course Asphalt	\$	3,065,366.10
Contract "B"	Roads After Base Course Asphalt	\$	409,726.00
	Streetlights	\$	128,000.00
	Landscaping	\$	1,040,610.65

SUBTOTAL (Excluding HST)	\$	4,643,702.75
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20% SOFT COSTS	\$	928,740.55
10% CONSTRUCTION CONTINGENCY	\$	464,370.28

TOTAL ESTIMATED PRICE (Excluding HST)	\$	6,036,813.58
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TOWN FEE AMOUNT 5.4% OF ESTIMATED PRICE (Excluding HST)	\$	325,987.93
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Prepared by Sabourin Kimble & Associates Ltd.

Notes:
1 Excludes urbanization works within or outside of the Queensway North road allowance.
2 Excludes all consulting fees, municipal fees and development charges.

FOTA - 2
SCHEDULE OF CONTRACT UNIT PRICES
FOR
HOMESTEAD MEADOWS - INTERNAL
CONTRACT 'A'
UNDERGROUND SERVICES AND ROADS TO BASE COURSE ASPHALT
TOWN OF GEORGINA

SUMMARY OF SCHEDULE OF ITEMS AND PRICES

SECTION	DESCRIPTION	AMOUNT
A.	SANITARY SEWERS AND APPURTENANCES	\$ 357,683.60
B.	STORM SEWERS AND APPURTENANCES	\$ 652,305.00
C.	WATERMAINS AND APPURTENANCES	\$ 286,050.00
D.	SERVICE CONNECTIONS	\$ 691,500.00
E.	STORMWATER MANAGEMENT POND	\$ 523,477.50
F.	PREPARATION OF ROAD BASE AND PAVING	\$ 474,600.00
G.	CURB AND GUTTER	\$ 79,750.00

CONTRACT "A" ESTIMATED PRICE (Excluding HST) \$ 3,065,366.10

(CARRY FORWARD TO SUMMARY OF ESTIMATES)



PAGE 3 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

FOTA - 3										
ITEM	DESCRIPTION					ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL
A. SANITARY SEWERS AND APPURTENANCES										
A1) Sanitary sewers.										
Provide all labour, materials and plant required to construct the following sanitary sewers and appurtenances as per drawings and specifications including all necessary excavation, bedding, backfill, compaction and restoration.										
Dwg. No.	Manhole From To		Pipe Dia.	Type & Class	Average Depth					
Street A										
603	1A	3A	200 mm	PVC SDR-35	3.7 m	22.4	m	\$	275.00	\$ 6,160.00
603	3A	4A	200 mm	PVC SDR-35	3.7 m	110.0	m	\$	275.00	\$ 30,250.00
603	4A	5A	200 mm	PVC SDR-35	3.5 m	78.2	m	\$	275.00	\$ 21,505.00
602	5A	6A	200 mm	PVC SDR-35	3.5 m	10.6	m	\$	275.00	\$ 2,915.00
602	6A	7A	200 mm	PVC SDR-35	3.5 m	58.5	m	\$	275.00	\$ 16,087.50
602	7A	8A	200 mm	PVC SDR-35	3.5 m	10.9	m	\$	275.00	\$ 2,997.50
602	8A	9A	200 mm	PVC SDR-35	3.9 m	74.8	m	\$	275.00	\$ 20,570.00
601	9A	10A	200 mm	PVC SDR-35	4.9 m	110.0	m	\$	300.00	\$ 33,000.00
601	10A	11A	200 mm	PVC SDR-26	5.6 m	20.7	m	\$	350.00	\$ 7,245.00
601	11A	12A	200 mm	PVC SDR-26	5.9 m	24.4	m	\$	350.00	\$ 8,540.00
601	12A	13A	200 mm	PVC SDR-26	6.2 m	27.2	m	\$	400.00	\$ 10,880.00
601	13A	17A	200 mm	PVC SDR-26	6.6 m	37.5	m	\$	400.00	\$ 15,000.00
A2) Sanitary Manholes										
Provide all labour, materials, and plant required to construct the following manholes including sand backfill, frames and covers, safety grates, drop structures, benching and permanent bulkheads.										
Dwg. No.	Manhole Number	Chamber Size	Safety Grate	Drop Structure	Average Depth					
Street A										
603	1A	1200 mm	N	N	3.6 m	1.0	each	\$	10,000.00	\$ 10,000.00
603	3A	1200 mm	N	N	3.8 m	1.0	each	\$	10,000.00	\$ 10,000.00
603	4A	1200 mm	N	N	3.6 m	1.0	each	\$	10,000.00	\$ 10,000.00
602	5A	1200 mm	N	N	3.5 m	1.0	each	\$	10,000.00	\$ 10,000.00
602	6A	1200 mm	N	N	3.5 m	1.0	each	\$	10,000.00	\$ 10,000.00
602	7A	1200 mm	N	N	3.4 m	1.0	each	\$	10,000.00	\$ 10,000.00
602	8A	1200 mm	N	N	3.5 m	1.0	each	\$	10,000.00	\$ 10,000.00
601	9A	1200 mm	N	N	4.3 m	1.0	each	\$	10,000.00	\$ 10,000.00
601	10A	1200 mm	Y	N	5.4 m	1.0	each	\$	12,500.00	\$ 12,500.00
601	11A	1200 mm	Y	N	5.8 m	1.0	each	\$	12,500.00	\$ 12,500.00
601	12A	1200 mm	Y	N	6.2 m	1.0	each	\$	15,000.00	\$ 15,000.00
601	13A	1200 mm	Y	N	6.6 m	1.0	each	\$	15,000.00	\$ 15,000.00
A3)	Wrap sanitary manhole joints with waterproof membrane.					12.0	each	\$	2,500.00	\$ 30,000.00
A4)	Provide a total of three (3) copies of the complete sanitary sewer video, digital file and report in separate report from the storm sewer.					585.2	m	\$	12.00	\$ 7,022.40
A5)	Conduct mandrel testing per OPSS 410.07.16.05 on entire system.					585.2	m	\$	6.00	\$ 3,511.20



FOTA - 4					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
A6)	Supply and construct clay seal on sanitary sewer per OPSD 802.095.	5.0	each	\$ 1,000.00	\$ 5,000.00
A7)	Provide as-built survey for entire sanitary sewer system including sewer length, manhole inverts and inverts of temporary plugs.		Lump Sum	\$ 2,000.00	\$ 2,000.00
SUB-TOTAL "A" CARRIED FORWARD TO SUMMARY				\$	357,683.60



PAGE 5 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

FOTA - 5

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
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B. STORM SEWERS AND APPURTENANCES

B1) Storm sewers.

Provide all labour, materials and plant required to construct the following storm sewers and appurtenances as per drawings and specifications including all necessary excavation, bedding, backfill, compaction and restoration.

Dwg. No.	Manhole From	To	Pipe Dia.	Type & Class	Average Depth						
Street A											
601	1	2	300 mm	PVC SDR-35	2.1 m	16.0	m	\$	350.00	\$	5,600.00
601	2	3	300 mm	PVC SDR-35	2.2 m	26.5	m	\$	350.00	\$	9,275.00
601	3	4	375 mm	PVC SDR-35	2.2 m	23.0	m	\$	375.00	\$	8,625.00
601	4	5	450 mm	CONC CL 65-D	2.2 m	21.3	m	\$	400.00	\$	8,520.00
601	5	6	525 mm	CONC CL 65-D	2.3 m	90.6	m	\$	450.00	\$	40,770.00
601	6	7	675 mm	CONC CL 65-D	2.3 m	95.8	m	\$	600.00	\$	57,480.00
602	7	13	675 mm	CONC CL 65-D	2.3 m	13.3	m	\$	600.00	\$	7,980.00
603	8	9	300 mm	PVC SDR-35	2.6 m	19.0	m	\$	350.00	\$	6,650.00
603	9	10	300 mm	PVC SDR-35	2.6 m	78.9	m	\$	350.00	\$	27,615.00
603	10	11	450 mm	CONC CL 65-D	2.4 m	110.0	m	\$	400.00	\$	44,000.00
602	11	12	450 mm	CONC CL 65-D	2.3 m	13.1	m	\$	400.00	\$	5,240.00
602	12	13	525 mm	CONC CL 65-D	2.2 m	61.0	m	\$	450.00	\$	27,450.00
701	13	14	750 mm	CONC CL 65-D	2.6 m	11.0	m	\$	700.00	\$	7,700.00

B2) Storm Manholes

Provide all labour, materials, and plant required to construct the following manholes including sand backfill, frames and covers, safety grates, drop structures, benching and permanent bulkheads.

Dwg. No.	Manhole Number	Chamber Size	Safety Grate	Drop Structure	Average Depth						
Street A											
601	1	1200 mm	N	N	2.0 m	1.0	each	\$	8,000.00	\$	8,000.00
601	2	1200 mm	N	N	2.2 m	1.0	each	\$	8,000.00	\$	8,000.00
601	3	1200 mm	N	N	2.2 m	1.0	each	\$	8,000.00	\$	8,000.00
601	4	1200 mm	N	N	2.2 m	1.0	each	\$	8,000.00	\$	8,000.00
601	5	1200 mm	N	N	2.2 m	1.0	each	\$	8,000.00	\$	8,000.00
601	6	1500 mm	N	N	2.4 m	1.0	each	\$	10,000.00	\$	10,000.00
602	7	1800 mm	N	N	2.2 m	1.0	each	\$	15,000.00	\$	15,000.00
603	8	1200 mm	N	N	2.5 m	1.0	each	\$	8,000.00	\$	8,000.00
603	9	1200 mm	N	N	2.7 m	1.0	each	\$	10,000.00	\$	10,000.00
603	10	1200 mm	N	N	2.5 m	1.0	each	\$	8,000.00	\$	8,000.00
602	11	1200 mm	N	N	2.3 m	1.0	each	\$	8,000.00	\$	8,000.00
602	12	1500 mm	N	N	2.3 m	1.0	each	\$	10,000.00	\$	10,000.00
602	13	1800 mm	N	N	2.3 m	1.0	each	\$	15,000.00	\$	15,000.00

B3) Street catchbasins including PVC SDR-35 leads as follows:

a) single catchbasins with 250mm lead.	12.0	each	\$	3,800.00	\$	45,600.00
b) double catchbasins with 300mm lead.	2.0	each	\$	5,700.00	\$	11,400.00



FOTA - 6					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
B4)	Rear lot catchbasins excluding leads, including goss trap.	8.0	each	\$ 5,000.00	\$ 40,000.00
B5)	250mm diameter rear lot catchbasin leads including concrete encasement.	299.2	m	\$ 350.00	\$ 104,720.00
B6)	Supply, install and construct rear yard infiltration facilities:				
	a) 150mm perforated HDPE and plug	128.0	m	\$ 45.00	\$ 5,760.00
	b) 50mm clearstone wrapped in filter cloth	120.0	m ³	\$ 250.00	\$ 30,000.00
B7)	Provide a total of three (3) copies of the complete storm sewer video including rear lot catchbasin leads, digital file and report in separate report from the sanitary sewer. Price to include flushing as necessary including cleaning all catchbasin, rear lot catchbasins, catchbasin manholes to deliver a clean system to the builder.	878.7	m	\$ 12.00	\$ 10,544.40
B8)	Supply and install catchbasin silt traps.	22.0	each	\$ 300.00	\$ 6,600.00
B9)	Conduct mandrel testing per OPSS 410.07.16.05 on entire system.	462.6	m	\$ 6.00	\$ 2,775.60
B10)	Supply and install clay seal per OPSD 802.095.	2.0	m	\$ 1,000.00	\$ 2,000.00
B11)	Supply and install lot drains.	2.0	each	\$ 2,500.00	\$ 5,000.00
B12)	Supply and half brick bulkhead in MH30.	2.0	each	\$ 2,500.00	\$ 5,000.00
B13)	Provide as-built survey for entire storm sewer system including sewer length, manhole inverts and inverts of temporary plugs.		Lump Sum	\$ 2,000.00	\$ 2,000.00
SUB-TOTAL "B" CARRIED FORWARD TO SUMMARY				\$	652,305.00



FOTA - 7

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
C. WATERMAINS AND APPURTENANCES					
	Provide all labour, materials, and plant required to construct the following watermains and appurtenances as per drawings and specifications including all necessary excavation, bedding, backfill, compaction, and restoration. All costs associated with the testing and commissioning process shall be borne by the contractor.				
C1)	Supply and Install PVC watermain, Including mechanically restrained joints where specified. a) 200mm diameter	595.0	m	\$ 350.00	\$ 208,250.00
C2)	Supply and Install gate valves and box as follows: a) 200mm diameter	6.0	each	\$ 2,000.00	\$ 12,000.00
C3)	Supply and Install hydrants complete with anchor tee, lead, shut-off valve, valve box and thrust block.	4.0	each	\$ 10,000.00	\$ 40,000.00
C4)	Supply, Install and remove upon completion of the watermain a test point by-pass.	1.0	each	\$ 5,000.00	\$ 5,000.00
C5)	Conduct Fire Hydrant Flow Test as per municipal standards.	4.0	each	\$ 500.00	\$ 2,000.00
C6)	Install anti-tampering device on fire hydrants.	4.0	each	\$ 450.00	\$ 1,800.00
C7)	Complete a watermain conductivity test on the entire watermain system as per municipal standards.	Lump Sum		\$ 5,000.00	\$ 5,000.00
C8)	Complete watermain commissioning and testing in accordance with local municipal standards.	Lump Sum		\$ 10,000.00	\$ 10,000.00
C9)	Provide as-built survey for entire water main system Including horizontal location of all underground appurtenances, above ground valves and fire hydrant flanges.	Lump Sum		\$ 2,000.00	\$ 2,000.00
SUB-TOTAL "C" CARRIED FORWARD TO SUMMARY				\$	286,050.00



FOTA - 8					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
D. SERVICE CONNECTIONS					
Provide all labour, materials, and plant required to construct the following services and appurtenances as per drawings and specifications including all necessary excavation, bedding, backfill, compaction, and restoration.					
D1)	19mm diameter soft copper Type 'K' water service connection including a 150mm extension into the lots and placement of water box to finished grade.	90.0	each	\$ 2,000.00	\$ 180,000.00
D2)	125mm diameter PVC SDR-28 single sanitary service connection including a 1.5m extension into the lots. (green only)	90.0	each	\$ 2,500.00	\$ 225,000.00
D3)	Extra over item D2 above to install 125mm diameter PVC SDR-28 single sanitary service connection risers.	30.0	each	\$ 1,000.00	\$ 30,000.00
D4)	150mm diameter PVC SDR-28 single storm service connection with including a 1.5m extension into the lots. (white only)	90.0	each	\$ 2,500.00	\$ 225,000.00
D5)	Provide a total of three (3) copies of CCTV inspection of 100% of all sanitary service connections from mainline to termination of construction in accordance with OPSS 409.	90.0	each	\$ 250.00	\$ 22,500.00
D5)	Provide as-built survey for all service connections including inverts of sewers at the property line, and horizontal locations (offset from lot line) of sewer plugs and water box.	90.0	each set	\$ 100.00	\$ 9,000.00
SUB-TOTAL "D" CARRIED FORWARD TO SUMMARY				\$	691,500.00



FOTA - 9

ITEM	DESCRIPTION					ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL
E. STORMWATER MANAGEMENT POND										
Provide all labour, materials, and plant required to construct the following stormwater management pond and appurtenances as per drawings and specifications including all necessary excavation, bedding, backfill, compaction, and restoration.										
E1) Storm Sewers: Provide all labour, materials and plant required to construct the following storm sewers and appurtenances as per the drawings and specifications including all necessary excavation, bedding, backfill, compaction, and restoration.										
a)	14	15	750 mm	CONC CL 65-D	2.3 m	25.5	m	\$	700.00	\$ 17,850.00
b)	15	HW1	750 mm	CONC CL 65-D	1.9 m	8.5	m	\$	700.00	\$ 5,950.00
c)	14	16	525 mm	CONC CL 65-D	2.3 m	12.0	m	\$	450.00	\$ 5,400.00
d)	16	17	525 mm	CONC CL 65-D	2.4 m	42.5	m	\$	450.00	\$ 19,125.00
e)	17	18	600 mm	CONC CL 65-D	2.6 m	32.0	m	\$	500.00	\$ 16,000.00
f)	18	HW4	675 mm	CONC CL 65-D	2.4 m	11.0	m	\$	600.00	\$ 6,600.00
g)	18	HW3	600 mm	HDPE	2.4 m	19.5	m	\$	500.00	\$ 9,750.00
h)	19	HW2	450 mm	CONC CL 65-D	2.4 m	17.0	m	\$	450.00	\$ 7,650.00
E2) Storm Manholes: Provide all labour, materials and plant required to construct the following manholes including Granular 'B' backfill, frames and covers, safety grates, drop structures, control structures, benching and bulkheads where specified.										
a)	1200mm MH19 diameter pumping manhole					1.0	each	\$	8,000.00	\$ 8,000.00
	14	1829x2438 PC								
			N	N	2.7 m	1.0	each	\$	20,000.00	\$ 20,000.00
	15	1800 mm				1.0	each	\$	15,000.00	\$ 15,000.00
	16	1200 mm				1.0	each	\$	8,000.00	\$ 8,000.00
	17	1500 mm				1.0	each	\$	15,000.00	\$ 15,000.00
	18	1829x2438 PC								
			N	N	2.1 m	1.0	each	\$	30,000.00	\$ 30,000.00
	19	1200 mm				1.0	each	\$	15,000.00	\$ 15,000.00
E3)	Two x 13.0 m 300mm diameter csp culverts in the forebay berm					26.0	m	\$	200.00	\$ 5,200.00
E4)	Concrete headwall 1 as per OPSD 804.040 for 750mm diameter sewer connection including outlet grate and safety fence.					1.0	each	\$	32,000.00	\$ 32,000.00
E5)	Concrete headwall 2 as per OPSD 804.030 for 450mm diameter sewer connection including outlet grate and safety fence.					1.0	each	\$	20,000.00	\$ 20,000.00
E6)	Concrete headwall 3 as per OPSD 804.030 for 600mm diameter sewer connection including outlet grate and safety fence.					1.0	each	\$	20,000.00	\$ 20,000.00
E7)	Concrete headwall 4 as per OPSD 804.030 for 675mm diameter sewer connection including outlet grate and safety fence.					1.0	each	\$	20,000.00	\$ 20,000.00
E8)	Supply and Install orifice plate.					1.0	each	\$	1,200.00	\$ 1,200.00
E6) Construct access road, including preparation of the subgrade, and supply, grading, and compaction of the road bases as per detail on Drawing 701 as follows:										
a)	Granular 'A' Base - 300mm depth compacted to 98% SPD.					765.0	m ²	\$	28.00	\$ 21,420.00
b)	19mm Crusher Run Limestone compacted to 98% SPD - 200mm depth					765.0	m ²	\$	12.00	\$ 9,180.00
c)	HL8 Asphalt - 50mm depth					765.0	m ²	\$	20.00	\$ 15,300.00



PAGE 10 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

FOTA - 10					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
E7)	Construct access ramp and emergency overflow weir, including preparation of the subgrade, and supply, grading, and compaction of the road bases, 250,, of Granular 'A', 25mm of bedding sand, turfstone units including sod plugs or grass seed, and 270R filter fabric as per detail on Drawing 701.	262.0	m²	\$ 130.00	\$ 34,060.00
E8)	Construct overland flow spillway including 200-300mm diameter rip-rap placed 450mm deep and buried under 150mm topsoil and sod as per Drawing 701.	56.0	m²	\$ 85.00	\$ 4,760.00
E9)	Supply all material and construct rip-rap bank protection.				
	a) 200mm - 300mm placed at 450mm deep b) 300mm - 450mm placed 600mm deep	229.0 39.0	m² m²	\$ 85.00 \$ 95.00	\$ 19,465.00 \$ 3,705.00
E10)	Supply all material and place various sizes of field stone boulders within the pond as per Drawings 701 & 702.	165.0	m²	\$ 60.00	\$ 9,900.00
E11)	Install 1.0 m thick clay liner throughout berm fill.	498.0	m3	\$ 25.00	\$ 12,450.00
E12)	Fine grade, supply and place minimum 300mm topsoil on all disturbed areas excluding areas below permanent water levels.	3,575.0	m²	\$ 7.50	\$ 26,812.50
E13)	Supply and install clay seal per OPSD 802.095.	1.0	each	\$ 1,000.00	\$ 1,000.00
E14)	Supply and install riverstone flow spreader as per Drawings 701 & 702.	60.0	m²	\$ 550.00	\$ 33,000.00
E15)	Supply all materials and construct a 5.0m x 5.0m plunge pool with 300-450mm rip rap placed 600mm deep. Price to include loading, hauling, and placing excess material on topsoil stockpile.	25.0	m²	\$ 95.00	\$ 2,375.00
E16)	Supply all materials and construct a 5.0m x 5.0m plunge pool with 300-450mm rip rap placed 600mm deep. Price to include loading, hauling, and placing excess material on topsoil stockpile.	25.0	m²	\$ 95.00	\$ 2,375.00
E17)	Hydroseed all disturbed areas with Bank Stabilization Seed Mix	3,575.0	m²	\$ 2.00	\$ 7,150.00
E18)	Dewater existing stormwater management pond, remove temporary sewer pipes, control structures, and infiltration media from the existing stormwater management pond and dispose off-site.		Lump Sum	\$ 20,000.00	\$ 20,000.00
E19)	Supply and install SWM pond warning sign.	2.0	each	\$ 1,400.00	\$ 2,800.00
SUB-TOTAL "E" CARRIED FORWARD TO SUMMARY				\$	523,477.50



FOTA - 11					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
F. PREPARATION OF ROAD BASE AND PAVING					
Supply and construct as per drawings and specifications, road base pavement and associated work as follows:					
F1)	Fine grade over the width of the road allowance, and compact subgrade over the full asphalt width plus 0.65 metres on each side. a) Street A		Lump Sum	\$ 25,000.00	\$ 25,000.00
F2)	Supply and install continuous 150mm diameter sub-drains (wrapped in filter cloth) including connection to catchbasins.	1,200.0	m	\$ 30.00	\$ 36,000.00
F3)	Provide, lay and compact sub-base course of Granular 'B' and compact in maximum 150mm layers over the full road width plus 0.35m on each side to a final compacted depth as follows: a) Local roads - 300mm thickness	5,520.0	m ²	\$ 25.00	\$ 138,000.00
F4)	Regulate sub-base course to grade and cross-section; supply any extra material required; provide, lay, compact and grade base course of granular 'A' to a final compacted depth of 150mm.	5,100.0	m ²	\$ 15.00	\$ 76,500.00
F5)	Raise manhole and catchbasin frames from sub-grade level to base course asphalt level in one lift including steps if required. a) manholes b) single catchbasins c) double catchbasins	25.0 12.0 2.0	each each each	\$ 600.00 \$ 600.00 \$ 1,200.00	\$ 15,000.00 \$ 7,200.00 \$ 2,400.00
F6)	Provide, lay, and compact HL-8 asphalt base course over the pavement width to a final compacted depth of : a) Local roads - 80mm thickness	5,100.0	m ²	\$ 25.00	\$ 127,500.00
F7)	Install temporary combination street and stop signs.	2.0	each	\$ 500.00	\$ 1,000.00
F8)	Paint temporary stop bars at intersections	2.0	each	\$ 500.00	\$ 1,000.00
F9)	Fine grade boulevard with 150mm topsoil and nursery sod.	4,500.0	m ²	\$ 10.00	\$ 45,000.00
SUB-TOTAL "F" CARRIED FORWARD TO SUMMARY				\$	474,600.00



FOTA - 12					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
G. CURB AND GUTTER					
Provide all labour, materials and plant required to construct the following curb and gutter and associated work as per drawings and specifications, including any necessary grading and granular base.					
G1)	Concrete base for two-stage curb and gutter.	1,200.0	m	\$ 65.00	\$ 78,000.00
G2)	Construct temporary full asphalt curb around all catchbasins.				
	a) single catchbasins	12.0	each	\$ 115.00	\$ 1,380.00
	b) double catchbasins	2.0	each	\$ 185.00	\$ 370.00
SUB-TOTAL "G" CARRIED FORWARD TO SUMMARY				\$	79,750.00



FOTB-2
SCHEDULE OF CONTRACT UNIT PRICES
FOR
HOMESTEAD MEADOWS - INTERNAL
CONTRACT 'B'
ROADS AFTER BASE COURSE ASPHALT
TOWN OF GEORGINA

SUMMARY OF SCHEDULE OF ITEMS AND PRICES

SECTION	DESCRIPTION	AMOUNT
A.	ROAD PAVING	\$ 164,375.00
B.	CURBS AND GUTTER, SIDEWALKS AND SIGNS	\$ 216,305.00
C.	MISCELLANEOUS ITEMS	\$ 29,046.00

CONTRACT "B" ESTIMATED PRICE (Excluding HST) \$ 409,726.00

(CARRY FORWARD TO SUMMARY OF ESTIMATES)



FOTB - 3					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
A. ROAD PAVING					
Provide all labour, materials and equipment necessary to complete the following works as per the drawings and specifications.					
A1)	Raise manhole and catchbasin frames from base course asphalt level to finished asphalt level in one lift including steps if required.				
	a) manholes	25.0	each	\$ 500.00	\$ 12,500.00
	b) single catchbasins	12.0	each	\$ 500.00	\$ 6,000.00
	c) double catchbasins	2.0	each	\$ 750.00	\$ 1,500.00
A2)	Clean (flush and power sweep) HL-8 asphalt surface prior to tack coating and provide and apply RC2 tack coat to the base course asphalt.				
		5,100.0	m ²	\$ 1.25	\$ 6,375.00
A3)	Provide, lay and compact HL-3 asphalt scratch course <u>excluding</u> the cost of required liquid asphalt cement.				
		300.0	tonne	\$ 60.00	\$ 18,000.00
A4)	Provide, lay and compact HL-3 asphalt surface course over the pavement width to the final compacted thickness as specified on the contract drawing, excluding the cost of required liquid asphalt cement.				
		700.0	tonne	\$ 60.00	\$ 42,000.00
A5)	Allowance for the liquid asphalt cement based on \$1300.00 per tonne to be adjusted based on MTO AC Price Index at the time of placement.			Allowance	\$ 78,000.00
SUB-TOTAL "A" CARRIED FORWARD TO SUMMARY				\$	164,375.00



FOTB - 4					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
B. CURBS AND GUTTER, SIDEWALKS AND SIGNS					
Provide all labour, materials and equipment necessary to complete the following works as per the drawings and specifications.					
B1)	Clean base curb prior to placement of top curb (In excess of 2cm of silt/mud). (Provisional Items)	1,200.0	m	\$ 2.00	\$ 2,400.00
B2)	Construct concrete top section for two-stage curb and gutter. Price to include straightening stirrups	1,200.0	m	\$ 80.00	\$ 96,000.00
B3)	Remove temporary asphalt curb around catchbasins and dispose off-site and pour single stage curb and gutter. (up to 1.5m width)				
	a) Single Catchbasins	12.0	each	\$ 640.00	\$ 7,680.00
	b) Double Catchbasins	2.0	each	\$ 1,300.00	\$ 2,600.00
B4)	Construct 1.5m wide concrete sidewalk.	615.0	m	\$ 175.00	\$ 107,625.00
SUB-TOTAL "B" CARRIED FORWARD TO SUMMARY				\$	216,305.00



FOTB - 6					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
C. MISCELLANEOUS ITEMS					
Provide all labour, materials and equipment necessary to complete the following works as per the drawings and specifications.					
C1)	Removal off-site of the complete snow fence and filter fabric sedimentation control device.				
	a) single row sediment control fence	170.0	m	\$ 11.50	\$ 1,955.00
	b) double row sediment control fence	650.0	m	\$ 20.00	\$ 13,000.00
C2)	Removal off-site of catchbasin siltation traps.	22.0	each	\$ 50.00	\$ 1,100.00
C3)	Removal off-site of rock check dams	10.0	each	\$ 50.00	\$ 500.00
C4)	Remove half brick bulkhead in existing storm manhole in MH 30.	1.0	each	\$ 500.00	\$ 500.00
C5)	Remove temporary hickenbottom, complete benching and supply and install orifice plate. Price to include all pumping as required to lower pond water elevation to an adequate working level.	1.0	each	\$ 5,000.00	\$ 5,000.00
C6)	Application of two component cold curing plastic pavement markings per the following specifications				
	a) Solid white 60cm	8.5	m	\$ 46.00	\$ 391.00
	b) Solid Yellow 10cm	20.0	each	\$ 10.00	\$ 200.00
C7)	Install permanent street signs.				
	a) Ra-1 Stop sign and street name sign	2.0	each	\$ 700.00	\$ 1,400.00
	b) Rb-51 no parking signs	7.0	each	\$ 500.00	\$ 3,500.00
	c) SWM sign	3.0	each	\$ 500.00	\$ 1,500.00
SUB-TOTAL "C" CARRIED FORWARD TO SUMMARY				\$	29,046.00



PAGE 17 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

Ballymore Development(Georgina) Corp.
Homestead Meadows
Town of Georgina, Ontario

Preliminary Cost Estimate
Prepared by
SCHOLLEN & Company Inc.
PROJECT NO. '20233016

Date: March 3, 2025

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
1.0 SITE WORKS - Channel Construction					
1.1 Channel Construction					
1	Excavate topsoil for low flow channel	2016	m3	\$ 20.62	\$ 41,569.92
2	Excavate topsoil to create wetlands	11714	m3	\$ 11.44	\$ 134,008.16
3	Gradedon 1 (Riffles)	665	m3	\$ 17.86	\$ 11,876.90
4	Boulders (300mm dia - habitat features and grade control)	41	m3	\$ 637.22	\$ 26,126.02
5	Habitat Enhancement (Woody debris)	119	ea.	\$ 135.00	\$ 16,065.00
6	Coir Mat erosion control blanket (400g/sq.m.)	3840	m2	\$ 4.54	\$ 17,433.60
1.1 Channel Construction Subtotal					\$ 247,079.60
1.2 Restoration/Revegetation					
1	Live Willow stakes	3420	ea.	\$ 6.00	\$ 20,520.00
2	Topsoil, fine grading	60,079	m2	\$ 0.40	\$ 24,031.60
3	HydroSeeding- Seed type S1	21848	m²	\$ 1.75	\$ 38,234.00
4	HydroSeeding- Seed type S2	14956	m²	\$ 1.75	\$ 26,173.00
5	HydroSeeding- Seed type S3	23275	m²	\$ 1.75	\$ 40,731.25
1.2 Restoration/Revegetation Subtotal					\$ 149,689.85
1 SITE WORKS - Channel Construction Subtotal					\$ 396,769.45
2.0 PLANTING - Channel Construction Drawings RP1, RP2					
2.1 Large Tree Planting					
i) Deciduous Trees					
1	Acer saccharinum - ASS0	6	ea	\$ 460.00	\$ 2,760.00
2	Acer saccharum - ASAS0	14	ea	\$ 440.00	\$ 6,160.00
3	Carya cordiformis - CCS0	20	ea	\$ 520.00	\$ 10,400.00
4	Celtis occidentalis - COS0	19	ea	\$ 480.00	\$ 9,120.00
5	Gymnocladus dioicus - GDS0	10	ea	\$ 440.00	\$ 4,400.00
6	Ostrya virginiana - OVS0	5	ea	\$ 520.00	\$ 2,600.00
7	Prunus serotina - PSES0	8	ea	\$ 480.00	\$ 3,840.00
8	Populus tremuloides - PTS0	3	ea	\$ 420.00	\$ 1,260.00
9	Quercus macrocarpa - QMS0	29	ea	\$ 490.00	\$ 14,210.00
10	Tilia americana - TAS0	26	ea	\$ 480.00	\$ 12,480.00
11	Ulmus americana - UAS0	12	ea	\$ 480.00	\$ 5,760.00
2.1 Large Tree Planting i) Deciduous Trees Subtotal					\$ 72,990.00
ii) Coniferous Trees					
1	Larix laricina - LL200	25	ea	\$ 340.00	\$ 8,500.00
2	Picea glauca - PG200	42	ea	\$ 420.00	\$ 17,640.00
3	Pinus strobus - PS200	42	ea	\$ 420.00	\$ 17,640.00
4	Thuja occidentalis - TOS00	82	ea	\$ 75.00	\$ 6,150.00
ii Coniferous Trees Subtotal					\$ 49,930.00
2.1 Sub total					\$ 122,920.00



PAGE 18 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
2.2	Naturalized Planting				
i) Deciduous Trees					
1	Acer rubrum - AR100	3	ea	\$ 66.00	\$ 198.00
2	Acer rubrum - AR125	24	ea	\$ 75.00	\$ 1,800.00
3	Acer saccharinum - AS125	20	ea	\$ 75.00	\$ 1,500.00
4	Acer saccharum - ASA100	10	ea	\$ 68.00	\$ 680.00
5	Acer saccharum - ASA125	14	ea	\$ 75.00	\$ 1,050.00
6	Carya cordiformis - CC100	9	ea	\$ 98.00	\$ 882.00
7	Carya cordiformis - CC125	9	ea	\$ 102.00	\$ 918.00
8	Celtis occidentalis - CO100	5	ea	\$ 66.00	\$ 330.00
9	Celtis occidentalis - CO125	10	ea	\$ 75.00	\$ 750.00
10	Fagus americana - FG100	20	ea	\$ 125.00	\$ 2,500.00
11	Prunus serotina - PSE100	5	ea	\$ 78.00	\$ 390.00
12	Prunus serotina - PSE125	7	ea	\$ 90.00	\$ 630.00
13	Prunus serotina - PSE200	3	ea	\$ 128.00	\$ 384.00
14	Populus tremuloides - PT125	26	ea	\$ 75.00	\$ 1,950.00
15	Quercus bicolor - QB100	14	ea	\$ 75.00	\$ 1,050.00
16	Quercus bicolor - QB125	6	ea	\$ 88.00	\$ 528.00
17	Quercus bicolor - QB200	8	ea	\$ 98.00	\$ 784.00
18	Quercus macrocarpa - QM100	6	ea	\$ 75.00	\$ 450.00
19	Salix nigra - SN125	16	ea	\$ 65.00	\$ 1,040.00
20	Tilia americana - TA100	7	ea	\$ 75.00	\$ 525.00
21	Ulmus americana - UA100	5	ea	\$ 75.00	\$ 375.00
2.2 Naturalized Planting i) Deciduous Trees Subtotal					\$ 18,714.00
ii) Coniferous Trees					
1	Juniperus virginiana - JV100	27	ea	\$ 88.00	\$ 2,376.00
2	Larix laricina - LL100	33	ea	\$ 78.00	\$ 2,574.00
3	Pinus strobus - PS100	20	ea	\$ 80.00	\$ 1,600.00
4	Thuja occidentalis - TO100	120	ea	\$ 45.00	\$ 5,400.00
2.2 Naturalized Planting ii) Coniferous Trees Subtotal					\$ 11,950.00
iii) Deciduous Shrubs					
2	Aronia melanocarpa - Am	29	ea	\$ 28.00	\$ 812.00
3	Cornus racemosa - Cr	139	ea	\$ 26.00	\$ 3,614.00
4	Cornus sericea - Cs	254	ea	\$ 26.00	\$ 6,604.00
5	Ilex verticillata - Iv	126	ea	\$ 32.00	\$ 4,032.00
6	Prunus virginiana - Pv	128	ea	\$ 28.00	\$ 3,584.00
7	Ribes americana - Ra	234	ea	\$ 26.00	\$ 6,084.00
8	Rosa blanda - Rb	88	ea	\$ 28.00	\$ 2,464.00
9	Rosa carolina - Rc	162	ea	\$ 28.00	\$ 4,536.00
10	Rhus typhina - Rt	176	ea	\$ 26.00	\$ 4,576.00
11	Spiraea alba - Sa	322	ea	\$ 32.00	\$ 10,304.00
12	Symphoricarpos albus - Sal	31	ea	\$ 28.00	\$ 868.00
13	Salix bebbiana - Sb	128	ea	\$ 26.00	\$ 3,328.00
14	Sambucus canadensis - Sc	216	ea	\$ 32.00	\$ 6,912.00
15	Viburnum lentago - Vl	136	ea	\$ 32.00	\$ 4,352.00
16	Viburnum trilobum - Vt	163	ea	\$ 32.00	\$ 5,216.00
2.2 Naturalized Planting iii) Deciduous Shrubs Subtotal					\$ 67,286.00
iv) Perennials and Grasses					
1	Anemone canadensis - ac	856	ea	\$ 9.00	\$ 7,704.00
2	Asclepias syriaca - as	812	ea	\$ 9.00	\$ 7,308.00
3	Carex vulpinoidea - cv	568	ea	\$ 9.00	\$ 5,112.00
4	Echinacea purpurea - ep	1837	ea	\$ 9.00	\$ 16,533.00
5	Helenium autumnale - ha	1156	ea	\$ 9.00	\$ 10,404.00
6	Lobelia cardinalis - lc	1184	ea	\$ 9.00	\$ 10,656.00
7	Monarda fistulosa	1088	ea	\$ 9.00	\$ 9,792.00
8	Panicum virgetum - pv	483	ea	\$ 9.00	\$ 4,347.00
9	Rudbeckia hirta - rh	1288	ea	\$ 9.00	\$ 11,592.00
10	Verbena hastata - vh	316	ea	\$ 9.00	\$ 2,844.00



PAGE 19 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
2.2 Naturalized Planting iv) Perennials and Grasses					\$ 86,292.00
v) Aquatics					
1	Elodea canadensis - ec	409	ea	\$ 12.00	\$ 4,908.00
2	Iris versicolour - ivs	358	ea	\$ 12.00	\$ 4,296.00
3	Nymphaea odorata - no	110	ea	\$ 12.00	\$ 1,320.00
2.2 Naturalized Planting v) Aquatics Subtotal					\$ 10,524.00
2.0 Planting Total					\$ 317,686.00
3.0 SITE WORKS SUB- DIVISION (Drawings L1 & L2)					
i) Topsoil, grading and seeding SWM (Block 92)					
	Topsoil, grading	5778	m²	\$ 1.30	\$ 7,511.40
	Seeding - Seed type OSC 8190	5484	m²	\$ 1.75	\$ 9,597.00
	Seeding - Seed type S2	294	m²	\$ 1.75	\$ 514.50
i) Topsoil, Grading & Seeding - SWM Block 92) Subtotal					\$ 17,622.90
ii) Topsoil, grading and seeding PARK (Block 93)					
	Topsoil, grading	2166	m²	\$ 1.30	\$ 2,815.80
	Seeding - Seed type S2	2166	m²	\$ 1.75	\$ 3,790.50
ii) Topsoil, Grading & Seeding - PARK Block 93) Subtotal					\$ 6,606.30
iii) Fences					
	1.8m ht. Black Vinyl Chain Link Fence	602	lm	\$ 110.00	\$ 66,220.00
	1.8m ht. Wood Privacy Fence	298	lm	\$ 300.00	\$ 89,400.00
	1.8m ht. Wood Privacy Gate	8	ea	\$ 750.00	\$ 6,000.00
iii) Fences Subtotal					\$ 161,620.00
iv) Structures					
	3.0m Asphalt walkway	457	m2	\$ 70.00	\$ 31,990.00
	Signage at SWM Pond	1	ls	\$ 750.00	\$ 750.00
	P Gates at SWM access road	2	ea	\$ 10,000.00	\$ 20,000.00
iv) Structure Subtotal					\$ 52,740.00
3.0 Site Works Total					\$ 238,589.20
4.0 PLANTINGS SUB- DIVISION (Drawings L1 & L2)					
i) Street Tree Planting					
1	Acer x freemanii 'Jeffersred' - AFJ60	9	ea	\$ 575.00	\$ 5,175.00
2	Acer x freemanii 'Armstrong' - AFA60	4	ea	\$ 575.00	\$ 2,300.00
3	Acer saccharinum - AS60	5	ea	\$ 575.00	\$ 2,875.00
4	Acer saccharum - ASA60	5	ea	\$ 575.00	\$ 2,875.00
5	Carpinus betulus - CB60	5	ea	\$ 600.00	\$ 3,000.00
6	Celtis occidentalis - COS0	1	ea	\$ 560.00	\$ 560.00
7	Gleditsia tricanthos 'Skyline' - GTS 60	7	ea	\$ 550.00	\$ 3,850.00
8	Gymnocladus dioica - GD50	3	ea	\$ 650.00	\$ 1,950.00
9	Liriodendron tulipifera - LT60	4	ea	\$ 650.00	\$ 2,600.00
10	Pyrus calleryana 'Redspire' - PCR60	8	ea	\$ 650.00	\$ 5,200.00
11	Quercus robur 'Fastigata' - QRF60	7	ea	\$ 650.00	\$ 4,550.00
12	Quercus rubra - QR60	8	ea	\$ 550.00	\$ 4,400.00
13	Syringa reticulata 'Ivory Silk' - SR60	9	ea	\$ 625.00	\$ 5,625.00
14	Ulmus x 'Frontier' - UF60	2	ea	\$ 650.00	\$ 1,300.00
i) Street Tree Planting Subtotal					\$ 46,260.00



PAGE 20 OF SCHEDULE 9
ESTIMATED COST OF CONSTRUCTING THE WORKS

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
SWM Pond Planting (Block 92)					
ii) Deciduous Trees					
1	Acer rubrum - AR60	5	ea	\$ 675.00	\$ 3,375.00
2	Acer saccharinum - AS60	2	ea	\$ 575.00	\$ 1,150.00
3	Acer saccharum - ASA60	2	ea	\$ 575.00	\$ 1,150.00
4	Carya cordiformis - CCS0	3	ea	\$ 575.00	\$ 1,725.00
5	Prunus serotina - PSE50	1	ea	\$ 510.00	\$ 510.00
6	Populus tremuloides - PT40	3	ea	\$ 450.00	\$ 1,350.00
7	Quercus rubra - QR60	3	ea	\$ 550.00	\$ 1,650.00
ii) Deciduous Trees Subtotal					\$ 10,910.00
iii) Coniferous Trees					
1	Larix laricina - LL125	5	ea	\$ 120.00	\$ 600.00
2	Larix laricina - LL200	6	ea	\$ 340.00	\$ 2,040.00
3	Picea glauca - PG180	9	ea	\$ 420.00	\$ 3,780.00
4	Pinus strobus - PS180	12	ea	\$ 420.00	\$ 5,040.00
5	Thuja occidentalis - T0120	44	ea	\$ 75.00	\$ 3,300.00
iii) Coniferous Trees Subtotal					\$ 14,760.00
iii) Deciduous Shrubs					
1	Amelanchier canadensis - Ac	15	ea	\$ 110.00	\$ 1,650.00
2	Cornus alternifolia - Ca	10	ea	\$ 50.00	\$ 500.00
3	Cornus racemosa - Cr	15	ea	\$ 30.00	\$ 450.00
4	Cornus sericea - Cs	26	ea	\$ 30.00	\$ 780.00
5	Diervilla lonicera - DI	36	ea	\$ 35.00	\$ 1,260.00
6	Ilex verticillata - Iv	27	ea	\$ 35.00	\$ 945.00
7	Physocarpus opulifolius - Po	22	ea	\$ 35.00	\$ 770.00
8	Prunus virginiana - Pv	17	ea	\$ 30.00	\$ 510.00
9	Rhus typhina - Rt	49	ea	\$ 30.00	\$ 1,470.00
10	Spiraea alba - Sa	55	ea	\$ 35.00	\$ 1,925.00
11	Salix bebbiana - Sb	16	ea	\$ 30.00	\$ 480.00
12	Salix discolor - Sd	35	ea	\$ 30.00	\$ 1,050.00
13	Salix petiolaris - Sp	8	ea	\$ 30.00	\$ 240.00
14	Sambucus canadensis - Sc	40	ea	\$ 35.00	\$ 1,400.00
15	Viburnum lentago - Vl	13	ea	\$ 35.00	\$ 455.00
16	Viburnum trilobum - Vt	13	ea	\$ 35.00	\$ 455.00
iii) Deciduous Shrubs Subtotal					\$ 14,340.00
iv) Aquatics					
1	Elodea canadensis - ec	32	ea	\$ 12.00	\$ 384.00
2	Nuphar variegatum - nv	19	ea	\$ 12.00	\$ 228.00
3	Nymphaea odorata - no	24	ea	\$ 12.00	\$ 288.00
4	Vallisneria spiralis - va	33	ea	\$ 12.00	\$ 396.00
iv) Aquatics Total Subtotal					\$ 1,296.00
4.0 Planting Total					\$ 87,566.00
5.0 SUMMARY					
1.0	SITE WORKS - Channel Construction				\$ 396,769.45
2.0	PLANTING - Channel Construction Drawings RP1, RP2				\$ 317,686.00
3.0	SITE WORKS SUB- DIVISION (Drawings L1 & L2)				\$ 238,589.20
4.0	PLANTINGS SUB- DIVISION (Drawings L1 & L2)				\$ 87,566.00
TOTAL Items 1.0 - 4.0					\$1,040,610.65



To be calculated by the Town after the Owner provides final cost estimates

PAYMENTS:

1. In accordance with Part VII of this Agreement, the Owner shall pay to the Town the following amounts:

- a) **Agreement Preparation**

An amount of \$8,817.00 as a contribution towards the preparation of the agreement and processing of this Agreement by the Town, which amount does not include the costs of registration of the documents, plus an additional 15% administrative fee as per BY-LAW NUMBER 2018-0074 (PL-7).

- b) **Registration of Documents**

The Owner shall pay all of the Town's costs with respect to the registration of this Agreement and any other required documents, including but not limited to any applicable sub-search, execution search and registration fees.

- c) **Engineering Fees**

Prior to the execution of this Agreement, the Owner agrees that they shall pay a total amount of 5.4% of the value of all works and services to be constructed by the Owner, as estimated by the Owner's consultant in the Cost Estimate under Schedule '9' Totaling \$XX.XX.

- d) **Green Bins, and Blue Boxes**

As per clause 4.12 of this Agreement and prior to the execution of this Agreement, the Owner shall pay the current fee per single family dwelling unit for the purchase and supply of a Green Bin, catch can and a large Blue Box for the distribution to the home owner upon occupancy within this subdivision.

- e) **Watermain Testing**

The Owner shall pay all reasonable costs incurred by the Town in connection with the watermain testing and flushing as described in clause 3.70 of this Agreement.

- f) **Peer Review Fees**

The Owner shall pay all reasonable costs incurred by the Town-retained peer review consultants in relation to the peer review of submitted reports, studies, pre-commissioning checklist, and onsite inspection including all applicable administrative fees as set out in Planning Fee Bylaw # 2018-0074 (PL-7) as amended.

- g) **Plot Plan Review Fees**

The Owner shall submit a cash payment in the amount set out in Planning Fee Bylaw # 2018-0074 (PL-7) as amended and applicable to each lot.

- h) **Water Meter Fees**

The Owner shall provide the Town with a cash payment equivalent to the current fee of an appropriately sized water meter per residential unit to be used by the Town for the supply and installation, all in accordance with current Town standards.

- i) **Water Use Fee**

The Owner shall pay all water use fees as required in By-law 2013-0087 (PWO-5)

- j) **Development Charges**

The Owner acknowledges that a Development Charge shall be payable on each lot and/or block within the subject Lands, prior to the issuance of a building permit for the said lot and/or block. The development charge shall be calculated at the time of payment in accordance with all applicable by-laws passed pursuant to the Development Charges Act, 1997, as amended. The Owner acknowledges the Town's right and requirement to assess development charges on all lots and blocks of this subdivision.

**SCHEDULE 11
SECURITIES AND GUARANTEES**

1. In accordance with Clauses 8.8 and 8.9, prior to issuance of a building permit on any lot, the owner shall provide to the Town the following securities and guarantees:

Lot Grading Deposit

The Owner shall provide the Town with a cash deposit or Letter of Credit to guarantee completion of the grading of said lots in accordance with the Grade Control Plan,

- a. in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per single family dwelling lot and per semi-detached block; and
 - b. Ten Thousand Dollars (\$10,000.00) per street townhouse block,
 - c. In the alternative The Owner shall provide the Town with a cash deposit or Letter of Credit of Two Hundred Thousand Dollars (\$200,000.00) per 50 Lots
2. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of **\$250,000.00 to guarantee completion of works and as a road fouling deposit** unless already provided under the Pre-servicing Agreement for the subject lands.
 3. Prior to the registration of the Subdivision Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor as follows. An amount equal to one hundred percent (100%) of the estimated costs of the works and services for external works and (25%) of the estimated costs of the works and services for internal works as detailed in Schedule '9' ('BEING AN ESTIMATE OF THE COST OF CONSTRUCTING THE WORKS') hereto, to guarantee the construction and installation of all the works and services in accordance with the specifications as provided herein.
 4. In the event that the Town draws upon any security required herein the Owner agrees to re-establish the total aggregate amount within ten (10) days of the date of the use or this Agreement shall be considered to be in default.

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED.

- ☐ Consulting Engineers Certificate of Completion of Underground Works
- ☐ Electrical Engineers Certificate of Completion
- ☐ ESA Approval Certificate
- ☐ Clearance from the Town's Electrical Contractor regarding the operation of streetlights
- ☐ Statutory Declaration
- ☐ Storm and Sanitary Sewers – flush and video inspection report and deficiencies rectified
- ☐ Oil/Grit Separator – Certificate of Installation & Maintenance Agreement
- ☐ Rear Lot Catch Basin Certification
- ☐ Written clearance from Waterworks – for fire hydrants, secondary valves and mainline valves
- ☐ Watermain Testing and Commissioning Reports
- ☐ A certificate shall be submitted by a qualified consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances
- ☐ Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- ☐ Storm Sewer – deflection test and air test for PVC sewers
- ☐ Sanitary Sewer - testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.*
***All sewers shall be cleaned and flushed prior to testing
- ☐ Traffic signs – street signs, regulatory signs as required, unassumed road signs
- ☐ All SWM facilities including outfalls are complete and operational
- ☐ Valves and valve chambers, hydrants and pedestals shall be fenced
- ☐ Road structure including granular, base curb and base course asphalt

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- ☐ Storm and Sanitary Sewers – visual inspection of benching, MHs covers, CB's, and RLCB's – filter cloth removed, settlements repaired.
- ☐ Testing and commissioning of sanitary pumping station (if required)
- ☐ Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

- ☐ Watermain – testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning
- ☐ Final Connections and Hydrant Flow Testing

All installation and testing shall be as per current Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings, approved Engineering Drawings and Region of York I&I Reduction standards.

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED:

As-Built Drawings (complete sets – engineering, landscaping, design sheets)

- ☐ 3 full sets of white prints signed and stamped
- ☐ 1 compact disk (CD) of all engineering drawings and storm and sanitary design sheets which have been scanned in original scale in PDF and TIFF formats signed and stamped
- ☐ 1 compact disk (CD) of all engineering drawings in AutoCAD format
- ☐ As-built survey of Stormwater Management Pond – 2 white prints and 1 compact disk which has been scanned in original scale in PDF and TIFF formats
- ☐ A PDF digital copy of the reviewed Stormwater Management Report

PAGE 2 OF SCHEDULE 12
LIST OF SECURITY REDUCTION REQUIREMENTS

Service Records

- ☐ 3 sets of signed service records shall be provided in accordance with the Town of Georgina
- ☐ Service Record Forms (or utilizing Town's four ply NCR forms), completed all to the satisfaction of the Water/Wastewater Supervisor, complete with Assessment Roll numbers.
- ☐ (Provide draft for approval prior to full submission)
- ☐ 1 compact disk (CD) of all signed service records, scanned individually in original scale in PDF format

Submissions

- ☐ Detailed list of infrastructure to be assumed, itemized and complete with quantities and values to be prepared for asset management – 1 compact disc (CD) in Microsoft Excel format (format of spreadsheet to be approved by Asset Management Coordinator), as well as, two paper copies.
- ☐ Consulting Engineers Certificate of Completion
- ☐ All documentation as required by the MOE Certificate of Approval for SWM facility
- ☐ Landscape Architects Certificate of Completion (All landscape items including but not limited to: streetscaping, pond plantings, fence location, block plantings, etc.)
- ☐ Written Clearance from Parks & Open Space Division – for parks and open spaces
- ☐ Statutory Declaration
- ☐ Written clearance from Water/Wastewater Supervisor – hydrants, secondary valves, main line valves and water service boxes
- ☐ OLS Certificate – found or replaced bars
- ☐ Benchmarks
- ☐ Appropriate sized Water Meter
- ☐ Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER AND REQUIRE THE PRESENCE OF:

Consulting Engineer and the Engineering Division

- ☐ Grading – sod (all lots to be graded and sodded)
- ☐ All Silt Fence to be Removed
- ☐ Silt Control to be Removed in Rear Lot Catch Basins
- ☐ Asphalt, Curb, and Sidewalk Inspections - cracks and settlements
- ☐ Streetlight Inspection – pole and fixture
- ☐ Utility and Transformer Boxes – secured/bolted, settlements
- ☐ Bus Stop pads
- ☐ Traffic Signs and Pavement Markings
- ☐ Access Road to be Surfaced as Required
- ☐ Other Outstanding Issues/Homeowner Complaints

Consulting Engineer, Contractor, Engineering Division and the Waterworks Division

- ☐ Storm and Sanitary Sewers – visual inspection of benching, MH and CB's, covers, CB's and RLCB's – filter cloth removed. – **Please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.** ***The consultant shall provide traffic protection for the duration of the inspection in accordance with Book 7.

Consulting Engineer, Contractor and the Waterworks Division

- ☐ Water Service Boxes, Main Line and Secondary Valves (inspection for operation) – all services are required to be painted blue and a blue paint mark on the curb to signify the service location. – **Please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.**
- ☐ Tracer wire for watermain and forcemains

Consulting Engineer, Landscape Architect and Recreation Parks and Culture - Horticulture Division

- ☐ Tree Inspection including streetscaping, entrance features and other landscaping on road allowances – **Please note that landscape as-built drawings are required to be provided to the Town prior to scheduling the inspections.**

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED.

- ☐ Civil Consulting Engineers Final Certificate of Completion
- ☐ Consulting Engineers Certificate - Stormwater Management (SWM) Certification (For Ponds) including monitoring data
- ☐ Consulting Engineers Certificate - SWM (For Subdivisions)
- ☐ Consulting Engineers Certificate – Master Lot Grading Certification
- ☐ Consulting Engineers Certificate – Streetlight Re-lamping and Cleaning
- ☐ All documentation as required by the MOE Certificate of Approval for SWM facility
- ☐ Landscape Architects Final Certificate of Completion
- ☐ Statutory Declaration
- ☐ Storm and Sanitary Sewers – flush and video inspection report
- ☐ Written clearance from Water/Wastewater Supervisor – hydrants, secondary valves, main line valves and water service boxes
- ☐ Record of Site Condition
- ☐ Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- ☐ Grading – sod
- ☐ Asphalt, Curb, and Sidewalk Inspections - cracks and settlements
- ☐ Streetlight Inspection – re-lamp and clean
- ☐ Utility and Transformer Boxes – secured/bolted, settlements
- ☐ Bus Stop Pads
- ☐ Traffic Signs and Pavement Markings
- ☐ Unassumed Road Sign has been removed
- ☐ All silt and sediment control has been removed
- ☐ Other Outstanding Issues/Homeowner Complaints
- ☐ Obstructions on Road Allowance (fences, armour stone, landscaping in daylight triangle)

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- ☐ Storm and Sanitary Sewers – visual inspection of benching, MH and CB's, covers, and RLCB's – filter cloth removed, settlements repaired.
*****The consultant shall provide traffic protection for the duration of the inspection in accordance with Book 7.**

Consulting Engineer, Contractor, Waterworks Division

- ☐ Water Services, Main Line Valves and Hydrants (inspection for operation) – all services are required to be painted blue and a blue paint mark on the curb to signify the service location.

Consulting Engineer, Landscape Architect, Recreation Parks and Culture – Horticulture

- ☐ Tree Inspection including streetscaping, entrance features and other landscaping on road allowances – please note that a clean set of as-built landscape drawings are required to be provided to the Town prior to scheduling the inspection.

**PAGE 1 OF SCHEDULE 13
LIST OF BUILDING PERMIT REQUIREMENTS**

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED:

- ☐ Consulting Engineers Building Permit Release Request and Certification stating that all storm, sanitary, and water systems including the Stormwater Management (SWM) Facility are complete and operational
- ☐ Electrical Engineers Certificate of Completion
- ☐ ESA Approval Certificate
- ☐ Clearance from the Town's Electrical Contractor regarding the operation of streetlights
- ☐ Storm and Sanitary Sewers – Flush and video inspection report and deficiencies rectified
- ☐ Written clearance from Waterworks – Fire hydrants, secondary valves and mainline valves are all functional and the new watermain is placed in service
- ☐ A certificate shall be submitted by a qualified Geotechnical Engineering Consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances. The certificate shall be stamped and signed by the issuing Engineer.
- ☐ Fire Break Plan to be submitted for the Building Division
- ☐ Documentation of satisfactory completion of all required inspections below:

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- ☐ Storm Sewer – Deflection test (pig test)* and air test for PVC sewers
- ☐ Sanitary Sewer - Testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.*
***All sewers shall be cleaned and flushed prior to testing
- ☐ Traffic signs – Street signs, regulatory signs as required, unassumed road signs
- ☐ All SWM facilities including outfalls are complete and operational
- ☐ Valves and valve chambers, hydrants and pedestals shall be fenced
- ☐ Road structure including granular, base curb and base course asphalt

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- ☐ Storm and Sanitary Sewers – Visual inspection of benching, MH's, covers, CB's and RLCB's
- ☐ Testing and commissioning of sanitary pumping station (if required)
- ☐ Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

- ☐ Watermain – Testing in accordance with Waterworks Operating Procedure WWWW11 - New Watermain Testing and Commissioning
- ☐ Hydrant Winterization – Certification of winterization of hydrants required, as well as anti-tampering devices

All installation and testing shall be as per Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings and approved Engineering Drawings.

PAGE 1 OF SCHEDULE 14
CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

**THE FOLLOWING CONDITIONS SHALL BE SATISFIED PRIOR TO RELEASE FOR
REGISTRATION OF PLAN OF SUBDIVISION 19T-19G01**

Corporation of the Town of Georgina

1. Approval shall relate to a Draft Plan of Subdivision comprising Part of Lot 15, Concession 3 (NG), prepared by Michael Smith Planning Consultants/ Development Coordinators Ltd., dated June 21, 2022, last revised October 16, 2023. The plan may be subject to redline revisions based upon the results of detailed technical plans and studies.
2. Final Approval for registration may be issued in phases provided that the following occurs to the satisfaction of the Director:
 - a) Phasing is proposed in an orderly progression;
 - b) The infrastructure required, including but not limited to, roads, watermains, sanitary and storm sewers, stormwater management facilities, pumping stations, sidewalks, multi-use trails, park and tree planting proceeds in an orderly manner;
 - c) Adequate municipal water supply and sanitary sewage servicing capacity is available; and,
 - d) Clearances are required for each phase proposed for registration by the Owner and may be related to lands not located within the phase sought to be registered.
3. Where Conditions refer to documents to be submitted and approved by the Town, it is acknowledged that some documents may have already been submitted, reviewed and/or approved. New materials may not be required in every instance.
4. When making a submission following Draft Approval, the Applicant must submit all the documents specified in the Conditions, unless explicit, prior and written exemption is provided by the Director.
5. The Owner shall provide, as specified by the Director, two (2) sets of any of the documents specified herein. Certain documents may be exempted from the requirement for two (2) sets with prior, explicit and written confirmation from the Director.
6. The following abbreviated terms are used throughout these Conditions:
 - a) 'Act' means the Planning Act
 - b) 'Director' means the Director of Development Services of the Town of Georgina
 - c) 'Owner' means the owner or beneficial owner of the Subject Lands
 - d) 'Town' means The Corporation of the Town of Georgina
 - e) 'LSRCA' means the Lake Simcoe Region Conservation Authority
 - f) 'York Region' means The Regional Municipality of York
 - g) 'Canada Post' means Canada Post Corporation
 - h) 'Bell' means Bell Canada
 - i) 'Enbridge' means Enbridge Gas Distribution
 - j) 'Rogers' means Rogers Communications
 - k) 'Subject Lands' means the lands subject to the Draft Plan of Subdivision
 - l) 'Draft Plan' means the Draft Plan of Subdivision
 - m) 'Conditions' means the conditions of draft approval associated with the approved Draft Plan of Subdivision



DRAFT PLAN OF SUBDIVISION 19T-19G01

- n) 'Final Approval' means the final depositing of the M-Plan with the Land Registry Office

Development Engineering Division

7. The Owner shall enter into a Subdivision Agreement with the Town and agree to satisfy all conditions prior to Final Approval. The Town shall register the Subdivision Agreement against the Subject Lands to which it applies.
8. The Owner shall convey to the Town a widening across the full frontage of the site where it abuts The Queensway North of sufficient width to provide a minimum of 13 metres from the centreline of construction of The Queensway North, free of all costs and encumbrances, and to the satisfaction of the Town Solicitor.
9. The Owner shall carry out all design and construction of The Queensway North urbanization from the existing sanitary maintenance hole / 300mm watermain stub south of the watercourse to Old Homestead Road including the following, and to the satisfaction of the Director of Development Services:
 - a) The road cross-section shall be fully urbanized with 9.75 m wide asphalt pavement, curb and gutters, and a 3-metre multi-use path (MUP) from the existing MUP south of the culvert to the intersection with The Queensway North and Old Homestead Road;
 - b) Municipal water distribution, sanitary sewage, and stormwater collection systems, including relocation of all utilities as required. The sanitary works will be at the Owner's expense with no Development Charge eligible costs. The remaining works will be at the Owner's expense with development charge eligible costs;
 - c) Existing and proposed intersections in accordance with the Traffic Impact Study to the satisfaction of the Director of Development Services; and,
 - d) Intersection of The Queensway North and Old Homestead Road to the satisfaction of the Director of Development Services and York Region.
10. The Owner shall work with other related developers / landowners to complete the 300mm water main loop between the north limit of development on The Queensway North to the east limit of the Greystone Middleburg Subdivision 19T-14G01 on Old Homestead Road at the Owner's expense with Development Charge Fee Eligibility.
11. The Owner shall coordinate with and construct water and sanitary sewer lateral service connections for all applicable participating private property owners located on The Queensway North (between Old Homestead Road and the southern culvert) as part of the road improvements, in accordance with the Town's design criteria. The costs are to be reimbursed to the Owner by the Town and/or participating private property owners upon installation of the services, and inspection to the satisfaction of the Town.
12. The Owner shall provide a Soil Management plan as per O. Regulation 409, EPA and Town guidelines.
13. The road allowances included within this draft plan of subdivision shall be dedicated to the Town as public highways without monetary consideration and free of all encumbrances.
14. The public highways within this draft plan of subdivision, including sidewalks and pathways



DRAFT PLAN OF SUBDIVISION '9T-19G01

- shall be designed and constructed by the Owner at his expense and all to the satisfaction of the Director of Development Services.
15. The Owner shall enter into a Development Charge Agreement for works noted in Condition 9 above.
16. The Owner shall enter into an Owner's Cost Sharing Agreement for works noted in Condition 10 above.
17. The Owner shall provide an overall lot grading and drainage plan, together with a stormwater management report for review by the Director of Development Services. The stormwater management report shall address any external contributing area as directed by the Director of Development Services.
18. The Owner shall submit to the Town, a report prepared by a qualified consultant, identifying that all lands to be conveyed to the Town are clear of contaminants, noxious and/or deleterious substances.
19. The Owner shall submit complete and detailed engineering drawings together with all reports prepared by qualified professionals outlining the detailed site-specific geotechnical and hydrogeological subsurface conditions respecting the construction of municipal services all designed in accordance with the Town of Georgina Design Criteria in effect at the time of the first engineering submission for review by the Director of Development Services and agree in the Subdivision Agreement to construct all of the servicing at the Owner's expense all to the satisfaction of the Town.
20. That prior to any site alteration or grading, proper erosion and sediment control measures must be in place. All storm water management facilities (e.g. pond) must be in place prior to the creation of impervious surfaces such as roads and buildings.
21. The Owner shall submit a composite utility plan for review and approval by the Town of Georgina on behalf of all affected authorities.
22. The Owner shall submit the following documents in accordance with the applicable design and policy documents, and agree to implement the documents and their recommendations in the Subdivision Agreement, to the satisfaction of the Director.
- a) Topographic survey;
 - b) Water and sanitary modelling. Water model to demonstrate adequate fire flow;
 - c) Water servicing plans;
 - d) Sanitary servicing plans;
 - e) Stormwater plans;
 - f) Master lot grading and drainage plans;
 - g) Erosion and sediment control plans;
 - h) Tree preservation plans;
 - i) Traffic control and management plan;
 - j) Pedestrian / cyclist circulation plan;
 - k) Pavement material, marking and signage plan;
 - l) Composite utility distribution plan;
 - m) Photometric plans;
 - n) Stormwater management report;



CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

- o) Flood Analysis Study for before and after development conditions;
 - p) Transportation impact study;
 - q) Autotum analysis for fire and waste vehicles;
 - r) Noise study;
 - s) Vibration study and monitoring as recommended by a Qualified Professional;
 - t) Functional servicing report;
 - u) Traffic impact study;
 - v) Hydrogeological study including potential impact to private well water supplies;
 - w) Water balance report;
 - x) Geotechnical study;
 - y) Construction management and communications plan;
 - z) Environmental site assessment as per Ontario Regulation 153/04, and subsequent site assessment as required; and,
 - aa) Record of site condition including all subject lands to be conveyed to the Town as required.
23. The Owner shall agree in the Subdivision Agreement, to the satisfaction of the Director, to:
- a) That all works shall be designed and constructed at the Owner's costs and all to the satisfaction of the Director, subject to Development Charges By-laws and Cost Sharing Agreements, as applicable;
 - b) Provide securities, Indexed to an inflationary factor approved by the Director, to guarantee that the Conditions will be implemented and maintained as approved following satisfactory progress through the overall design;
 - c) Provide securities to guarantee that the Conditions will be implemented and maintained as approved;
 - d) Provide performance and maintenance guarantees and securities;
 - e) Upon Final Approval, convey all roads and road blocks to the appropriate road authority, free of all costs and encumbrances;
 - f) Upon Final Approval, convey all required easements, internal to the Subject Lands, and free of all costs and encumbrances, as may be required by the Director, to the appropriate transferee;
 - g) Provide copies of the executed and registered Subdivision Agreement to the Director and all agencies that implemented Conditions;
 - h) Convey to the Town any lands or rights in land as may be required, without monetary consideration and encumbrances;
 - i) Permit any telephone, telecommunication or utility service provider to locate its plants within the Subject Lands;
 - j) Relocate any utilities required by the development of the Subject Lands at the sole expense of the Owner;
 - k) Pay all costs as per Town By-law 2018-0074 (PL-7), as amended;
 - l) Pay all peer review costs associated with the review of any submitted material or the preparation of the Subdivision Agreement;
 - m) Acknowledge that building permits will not be issued until road, servicing and streetlight infrastructure is constructed, tested and inspected;
 - n) Acknowledge that fill and other imported material on the Subject Lands shall only be placed in accordance with By-law 2022-0038 (REG-1) and Ontario Regulation 406/19 as amended;
 - o) Provide, prior to the assumption of Final works, a certificate certifying conformity with O.Reg 153.04, as amended;



CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

- p) Provide a preconstruction inspection of all areas where works are being undertaken by the Owner;
 - q) To host a pre-construction meeting followed by a bi-weekly on-site progress meeting for the duration of construction;
 - r) To provide performance and maintenance guarantees and securities;
 - s) Snow removal will be completed regularly to keep all roads, parking areas, public areas, walkways, entrances and emergency access clear of snow at all times, and, if required, have the snow removed from the Subject Lands; and,
 - t) A monitoring and maintenance program shall be implemented for all water, sanitary and stormwater management facilities within the Subject Lands.
24. That the Owner provide written confirmation from the Director that all performance and maintenance guarantees / securities are in good standing.
 25. The Owner shall confirm that Class Environmental Assessment requirements have been met.
 26. The Owner shall demonstrate how to satisfy the pro-rated financial requirements in favour of Starfish Home (BT) Corp. for infrastructure that was front ended by Starfish and benefiting the proponent.
 27. The Owner shall agree in the Subdivision Agreement that prior to any pre-servicing on the Subject Land, to provide a detailed Construction Management and Developer Communications Plan, including but not limited to construction phasing, traffic circulation, material and equipment storage, work stations, construction access and communication and liaison with the public, to the satisfaction of the Director of Development Services.
 28. The storm water management facility shall be designed and constructed by the Owner at their expense and conveyed to the Town without monetary consideration and free of all encumbrances as part of the first phase of Draft Plan of Subdivision 19T-19G01, all to the satisfaction of the Director of Development Services. The final size and area of the storm water management block shall be determined subsequent to the review of the engineering design, all to the satisfaction of the Director of Development Services.
 29. Any dead-end roads shall be terminated in a temporary turning circle and/or a 0.3-metre reserve which are to be conveyed to the Town without monetary consideration and free of all encumbrances, to be held by the Town until required for future road allowances or the development of adjacent lands. The re-conveyance of any such lands to the Owners shall be at no cost to the Town.
 30. The Owner shall submit an On-street Parking Plan for review by the Town to the satisfaction of the Director of Development Services.
 31. The Owner shall agree in the Subdivision Agreement and otherwise that no building permits will be applied for or issued until the Town at its sole discretion is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.
 32. The Owner shall prepare and submit a detailed Fence Plan showing all required fencing (e.g. privacy, environmental protection, acoustical, security) and shall agree in the Subdivision Agreement to erect and maintain such fencing, all to the satisfaction of the



DRAFT PLAN OF SUBDIVISION 19T-19G01

Director of Development Services and at no expense to the Town.

33. The Owner shall agree in the Subdivision Agreement and otherwise that, unless an alternative route has been determined to be viable, all construction traffic to and from the subject lands shall only be by way of The Queensway North via Old Homestead Road, and more specifically no construction traffic shall be permitted to travel south of the subject lands on The Queensway North. Further, the Owner shall agree that construction both internal and external to the subject lands, including servicing and urbanization works on The Queensway North, shall be coordinated and sequenced to minimize the construction timeline and disruptions to area residents/businesses.

Planning Policy Division

34. The Owner shall submit the following documents, prepared by a qualified professional, in accordance with the applicable design and policy documents; agree to implement the documents and their recommendations in the Subdivision Agreement, to the satisfaction of the Director:
- a) Tree Inventory Plan / Tree Preservation Plan / Arborist Report:
 - a) Conform to Town Tree Preservation and Compensation Policy O1D 01, as amended.
 - b) Master Landscaping Plan and Streetscaping Plan:
 - a) Prepared by a landscape architect in good standing with the Ontario Association of Landscape Architects;
 - b) Detailed but not limited to signage, proposed amenities, furnishings, plantings, trail locations and furnishings, lookouts/boardwalk locations within Environmental Block 94 prepared in accordance with the Master Landscaping Plans and locations of amenities implemented by Starfish Home (BT) Corp; and.
 - c) The Owner agrees to uphold the undertaking and installation of all landscape works in accordance with the approved Landscape Plans within the subdivision.
 - c) Conceptual Fence Plan:
 - a) Include high-level information on phasing, location, fence types and maintenance; and,
 - b) responsibilities; fencing to remain until all construction adjacent to fenced areas is complete including trails, soil stabilization and all construction equipment is removed from site.
 - d) Sidewalk / Trail System Plan:
 - a) Include high-level information on the phasing, location, network type and maintenance responsibilities;
 - b) In accordance with the Trails and Active Transportation Master Plan and the Accessibility for Ontarians with Disabilities Act
 - c) In accordance with a trail network linking to the surrounding subdivision by Starfish Home (BT) Corp; and.



PAGE 7 OF SCHEDULE 14
CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

- d) In accordance with recommendations put forth by the LSRCA and associated PSW.
35. The Owner shall agree in the Subdivision Agreement, to the satisfaction of the Director, to:
- a) The Owner is required to provide 5% parkland dedication in accordance with Section 51.1 (4) of the Planning Act and Town By-law 2001-0020 (PUT-1). In satisfaction of these requirements, the Owner shall convey to the Town Park Block 93 and pay cash in lieu of parkland equivalent to 0.022 hectares (0.054 acres) of land valued on day before draft approval in accordance with Section 51.1 (4) of the Planning Act and Town By-law 2001-0020 (PUT-1).
 - b) The Owner to convey the Environmental Protection Area (Block 84) and associated buffers, without monetary consideration and free of all encumbrances to the Town of Georgina;
 - c) Park Block 93 shall be conveyed to the Town in accordance with the Town's Parkland Standards Manual;
 - d) Not remove or damage any trees identified in the Tree Inventory Plan without the prior, explicit and written approval of the Director;
 - e) Mark all trees designated for preservation with spray paint prior to the commencement of any site alteration;
 - f) Not to remove trees within bird nesting season, as per the Migratory Birds Convention Act and in accordance to Zone C nesting patterns reflective of the March 30th to August 30th nesting period;
 - g) Only fell trees into the Subject Lands;
 - h) Shred chip and remove all felled trees and wood debris within 15 days of felling or as otherwise approved by the Director;
 - i) Install tree protection fencing as per the applicable Town design criteria and ensure that same is inspected by a Town (or Town-approved) inspector prior to the commencement of any development work;
 - j) Maintain all tree protection fencing until all development near the tree protection area is complete, soils are stabilized and all equipment has been removed from the Subject Lands;
 - k) Deposit an acceptable form of security with the Town, in an amount calculated as per the Town Tree Preservation and Conservation Policy OID-01, as amended, to ensure compliance with Town requirements;
 - l) Ensure that all areas within tree driplines are not used for the storage of materials, equipment, debris, soil or similar;
 - m) Ensure that no grading, trenching or tunneling is done within tree protection zones;
 - n) Ensure that no rigging cables or other hardware is attached to or wrapped around trees to be preserved;
 - o) Ensure that periodic inspections are undertaken by a Town (or Town-approved) inspector prior to, during and following construction;
 - p) Satisfy all provisions of the Regional Forest Conservation By-law, Town Tree Preservation and Compensation Policy OID-01, as amended, and the Town Development Design Criteria, respecting the preservation and protection of trees and vegetation;
 - q) Compensate the Town, either by way of re-plantings, cash-in-lieu payments or a combination of both, as per the approved Master Landscaping Plan, Tree Inventory Plan, and as per the Town Tree Preservation and Compensation Policy OID-01, as amended;



CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

- r) Not remove or damage (leading to the destructing of) those trees identified in the approved Tree Inventory Plan and Preservation Plan without the prior, explicit and written consent of the Director. The Owner shall deposit a security in the form of a Letter of Credit, in amount to be determined by the Director, to ensure compliance with the tree preservation requirements; and,
- s) Adequately protect, preserve and maintain, in perpetuity, all open space areas, ecological buffers, landscaped visual buffers, fences, parks, roads, parking areas, emergency accesses, tree protection areas and similar site features.

Development Planning Division

- 36. The Owner shall submit a record that specifies how each condition was cleared, to the satisfaction of the Director. The record shall include a matrix that:
 - a) References each Condition;
 - b) Includes a brief, written description of how each Condition was cleared; and,
 - c) Includes a copy of correspondence or documentation that explicitly indicates that the Condition was cleared.
- 37. The Owner shall submit a draft M-Plan that conforms or substantially conforms to the approved Draft Plan, to the satisfaction of the Director. The Owner shall also submit a Table of Concordance to the satisfaction of the Director. The Table of Concordance shall compare the lot, unit and/or block numbers as they appear on the approved Draft Plan to the lot, unit and/or block numbers as they appear on the draft M-Plan.
- 38. Following the review and approval in principle of the draft M-Plan by the Director, the Owner shall submit mylar and white print copies of the draft M-Plan for review and signing by the Director. The mylar and white print copies shall conform with Land Registry Office requirements, shall be submitted in hard copy and shall be contained within a hard-sided shipping tube.
- 39. The Owner shall submit draft R-Plans for all proposed easements to the satisfaction of the Director. The Owner shall also submit draft instrument language for all proposed easements, to the satisfaction of the Director. The draft instrument language shall define the nature, purpose, intent and maintenance responsibilities associated with each easement. The Owner shall agree in the Subdivision Agreement, to the satisfaction of the Director, to:
 - a) Convey all required easements to the required transferee;
 - b) Register the R-Plans and instruments as approved by the Director;
 - c) Provide copies of the corresponding registration instruments to the Director immediately following registration;
 - d) Include overlays of all draft or registered R-Plans on all drawings; and,
 - e) If the land on which a drawing applies contains lands which are subject to a draft or registered R-Plan, to include copies of associated draft or registered R-Plan and draft or registered transfer instrument with the drawing submission.
- 40. The Subject Lands shall be appropriately zoned by a zoning by-law that has come into force and effect in accordance with the provisions of the Act.



CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

41. Prior to registration of the plan, or any part thereof, or the issuance of building permits, the Owner shall prepare Urban and Architectural Design Guidelines, to the satisfaction of the Director of Development Services for the subject development.
42. The Owner shall agree in the Subdivision Agreement that:
- a) A Control Architect shall be retained at the cost of the Owner with the concurrence of the Town of Georgina to ensure compliance with the approved Urban and Architectural Design Guidelines. Where possible the Control Architect shall be the same architect that prepared the Architectural Design Guidelines. Furthermore, the Control Architect shall be a licensed/registered architect, accredited and in good standing with the Ontario Association of Architects (OAA);
 - b) Prior to the submission of the individual building permit applications, the Control Architect shall have stamped and signed drawings certifying compliance with the Urban and Architectural Design Guidelines; and,
 - c) The Town of Georgina may undertake periodic reviews to ensure compliance with the Urban and Architectural Design Guidelines. Should inadequate enforcement be evident, the Town of Georgina may cease to accept drawings stamped by the Control Architect and retain another Control Architect, all at the expense of the Owner.
43. The Owner shall submit the following documents, as approved, in accordance with the applicable design and policy documents and agree to implement the documents and their recommendations in the Subdivision Agreement, to the satisfaction of the Director:
- a) Phase 1 and 2 Archaeological Assessment;
 - b) Phase 1 and 2 Environmental Site Assessment;
 - c) Record of Site Condition (if required);
 - d) Environmental Impact Study;
 - e) Urban and Architectural Design Guidelines; and,
 - f) Zoning By-law.
44. The Owner shall submit the following documents to the satisfaction of the Director:
- a) A Notice of Passing and Clerk's Declaration proving that the Subject Lands are appropriately zoned;
 - b) Copies of all applicable Council by-laws and resolutions proving that sufficient water and sanitary sewage servicing capacity is allocated;
 - c) Copies of all applicable Council by-laws and resolutions that name the roads within the Subject Lands;
 - d) A parcel register, including copies of all registered instruments;
 - e) A civic addressing plan, as per the civic addressing plan prepared by the Town;
 - f) Proof that the Archaeological Assessment was successfully entered into the Ontario Public Register of Archaeological Reports; and,
 - g) If required, proof that a Record of Site Condition has been approved by the Ontario Ministry of the Environment, Conservation and Parks.
45. The Owner shall agree in the Subdivision Agreement, to the satisfaction of the Director, to:
- a) Register or discharge any instruments deemed necessary for the orderly development of the Subject Lands;



CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

- b) The Owner shall pay all costs incurred by the municipally-retained peer review consultants in relation to the peer review of submitted reports and studies; and,
- c) Not undertake any site alteration near or within known archaeological resources, unless the Ministry of Culture, Tourism and Sport has provided explicit, prior and written authorization.

York Region

- 46. The Owner shall save harmless the Town of Georgina and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 47. The Owner shall agree that they shall not apply for occupancy permits for the new units until the Region confirms to the Town that the on-going capital works at the Keswick Sewage Pumping Station are completed.
- 48. The Owner shall agree to contact Active and Sustainable Transportation at York Region to discuss Travel Demand Management options for the proposed development to distribute transit incentives and active transportation information. Contact the Sustainable Transportation Specialist at 1-877-464-9675 ext. 75829 when the subject development is at a minimum 75% occupancy.
- 49. Prior to final approval, the Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town of Georgina:
 - a) a copy of the Council resolution confirming that the Town of Georgina has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision; and,
 - b) a copy of an email confirmation by Town of Georgina staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 50. The Owner shall provide an electronic set of the final engineering drawings showing the water and wastewater infrastructure for the proposed development to the Community Planning and Development Services and the Infrastructure Asset Management for record.
- 51. Prior to final approval the Owner shall submit an updated FSR and Site Servicing Plan to the satisfaction of York Region and Town of Georgina.
- 52. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to The Queensway North to support active transportation and public transit, where appropriate. A drawing shall be provided to show the layout of active transportation facilities within the proposed development and connections to The Queensway North, to the satisfaction of the Region.
- 53. Prior to final approval, the Owner shall demonstrate a platform for a future Multi-Use Path (MUP) is provided along the frontage of The Queensway North, to the satisfaction of the Region.
- 54. The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services



DRAFT PLAN OF SUBDIVISION 19T-19G01

Department.

55. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

Lake Simcoe Region Conservation Authority

56. That this approval is applicable to the Draft Plan of Subdivision prepared by Michael Smith Planning Consultants, dated June 21, 2022, last revised October 16, 2023, and may be subject to redline revisions based on the detailed technical plans and studies.
57. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Municipality:
- a) A detailed Stormwater Management Report in accordance with LSRCA Technical Guidelines for Stormwater Management Submissions (April 2022) or subsequent revisions;
 - b) A geotechnical study is to be completed in support of detailed design for the proposed site grading, including the proposed floodplain grading modification works, to assess slope stability and groundwater impacts;
 - c) A detailed erosion and sediment control plan;
 - d) A detailed grading and drainage plan;
 - e) The Stormwater Management Report, Grading and Servicing design is to be revised/updated as per LSRCA comments dated June 27, 2023;
 - f) All Grading and servicing works are to be located outside of the Environmental Protection Block 94;
 - g) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan if applicable; and,
 - h) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.5.6.7 of the Provincial Policy Statement (2020).
58. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:
- a) Detailed Hydrogeological Report / Water Balance; and,
 - b) Compensatory Measures, if required.
59. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget; and,



DRAFT PLAN OF SUBDIVISION 19T-19G01

- b) Compensatory measures, if required.
60. That the Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Municipality.
61. That the Owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the Municipality.
62. That the Owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
63. That the Owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Municipality.
64. That prior to final plan approval, the Owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the Conservation Authorities Act.
65. That the Owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
66. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the Municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.

Canada Post

67. The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
68. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
69. The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
70. The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community



CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION 19T-19G01

Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 60 days prior to the date of first occupancy.

71. The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
72. The Owner/Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Town of Georgina.
73. The Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
74. The Owner/Developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

Enbridge

75. The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
76. 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 phase construction, all costs are the responsibility of the Owner.
77. In the event that easement(s) are required to service this development, the Owner will provide the easement(s) to Enbridge Gas Distribution at no cost.
78. The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

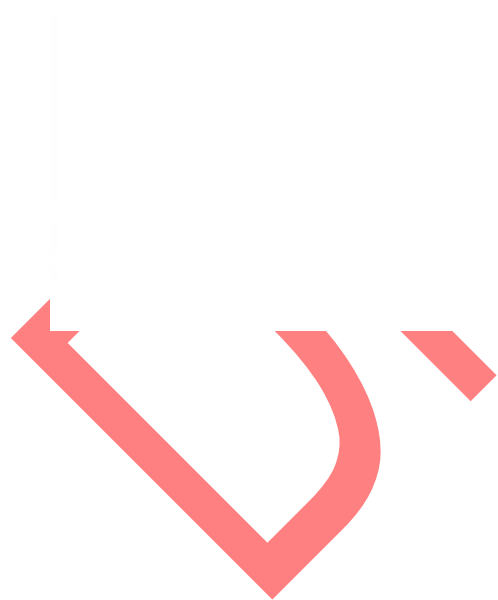
Rogers

79. The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
80. The Owner shall agree in the Subdivision Agreement to grant at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.

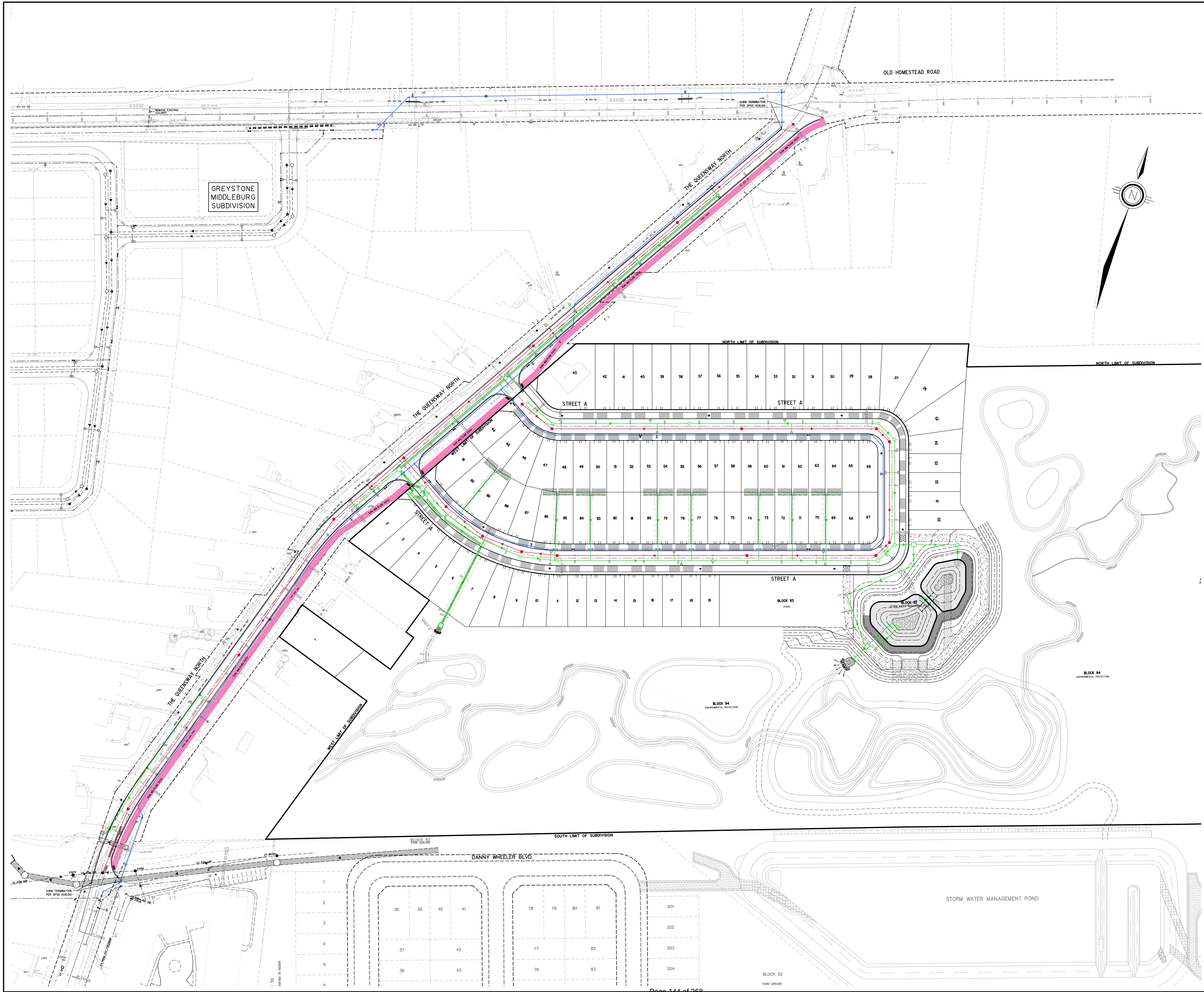


DRAFT PLAN OF SUBDIVISION 19T-19G01

NOTE: PURSUANT TO THE PLANNING ACT, R.S.O. 1990, c. P.13, AS AMENDED, APPROVAL OF THE PLAN OF SUBDIVISION SHALL LAPSE IF FINAL APPROVAL FOR REGISTRATION HAS NOT BEEN GIVEN BY FEBRUARY 13, 2027 UNLESS APPROVAL HAS BEEN SOONER WITHDRAWN OR THE TOWN OF GEORGINA HAS EXTENDED THE DURATION OF THE APPROVAL.



DRAFT



N.T.S.

LEGEND:

- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED M.U.P.

REVIEWED BY: TOWN OF GEORGINA

DATE: _____

ENGINEERING MANAGER: _____

ORIGINALLY SIGNED BY: _____

BENCHMARK:
ELEVATIONS SHOWN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM BENCHMARK No. 00193U4975 HAVING A PUBLISHED ELEVATION OF 241.800 METRES.

NOTE:
ALL DIMENSIONS AND ELEVATIONS IN METRES UNLESS NOTED OTHERWISE. ALL PIPE SIZES IN MILLIMETRES.

No.	REVISIONS TO DRAWING	BY	DATE	APPR.

CLIENT: **BALLYMORE DEVELOPMENT (GEORGINA) CORP**

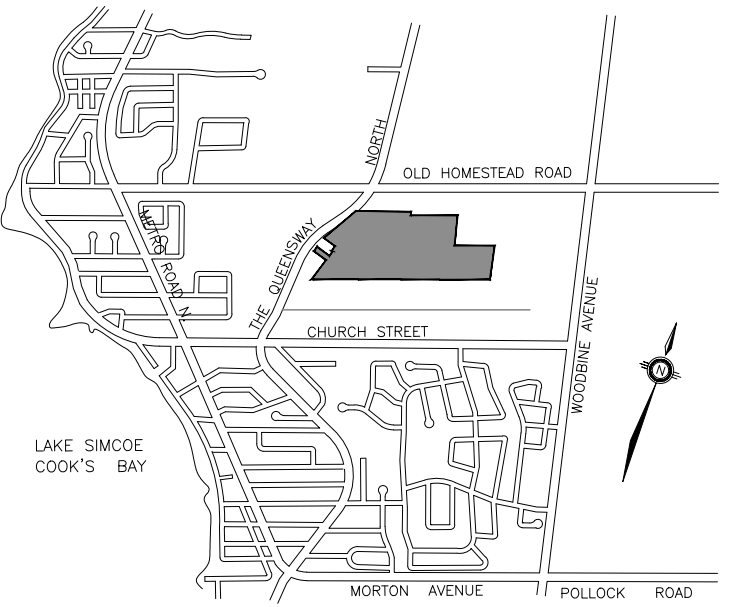
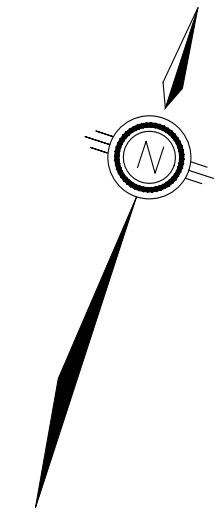
MUNICIPALITY: **TOWN OF GEORGINA
REGION OF YORK**

PROJECT TITLE: **HOMESTEAD MEADOWS**

SHEET TITLE: **GENERAL PLAN OF SERVICES**

DESIGNED	BLAS	DRAWN	JST	CHECKED	ARZ
SCALE	1:1000	DATE	MARCH 2025		
PROJECT NUMBER	21:436			DWG. NUMBER	101

CAD FILE: P:\21436\Georgina - Final\Phase 1\Drawings\101 - General Plan of Services.dwg



KEYMAP

LEGEND:

WORKING AREA

REVIEWED BY: TOWN OF GEORGINA
DATE: _____
ENGINEERING MANAGER

BENCHMARK:
ELEVATIONS SHOWN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM BENCHMARK No. 001931U4975 HAVING A PUBLISHED ELEVATION OF 241.800 METRES.

NOTE:
ALL DIMENSIONS AND ELEVATIONS IN METRES UNLESS NOTED OTHERWISE. ALL PIPE SIZES IN MILLIMETRES.

No.	REVISIONS TO DRAWING	BY	DATE	APPR.

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

CLIENT: **BALLYMORE DEVELOPMENT (GEORGINA) CORP**

MUNICIPALITY: **TOWN OF GEORGINA REGION OF YORK**

PROJECT TITLE: **HOMESTEAD MEADOWS**

SHEET TITLE: **DETOUR PLAN**



DESIGNED: BLAS
SCALE: 1:5000
PROJECT NUMBER: 21:436

DRAWN: JST
DATE: MARCH 2025
DWG. NUMBER: 812

CHECKED: ARZ

- NOTES:
- ALL CONSTRUCTION TRAFFIC CONTROLS SHALL BE PER OTM BOOK 7.
 - TRAFFIC CONTROLS ARE NOT STATIC AND SHALL BE REVIEWED REGULARLY FOR CHANGING CONDITIONS.
 - TRAFFIC CONTROLS INTERNAL (IF REQUIRED) TO THE ROAD CLOSURE SHALL BE PER OTM BOOK 7 AND DETERMINED BY THE CONTRACTOR.
 - RB-92 SIGNS SHALL BE RELOCATED AS REQUIRED DEPENDING ON THE LIMIT OF THE WORKING AREA.
 - THE QUEENSWAY NORTH WILL BE OPEN TO LOCAL TRAFFIC ONLY.
 - THE ROAD CLOSURE MAY GRADUALLY OPEN AS WORK IN SOME AREAS IS COMPLETED.
 - THE QUEENSWAY NORTH HAS A POSTED SPEED LIMIT OF 50 KM/H.
 - TRAFFIC CONTROLS ONLY PERTAIN TO WORK ON THE QUEENSWAY NORTH FROM OLD HOMESTEAD ROAD TO CHURCH STREET. ANY OTHER TRAFFIC CONTROLS REQUIRED (OLD HOMESTEAD ROAD WATERMAIN INSTALLATION) CAN BE SEEN ON DRAWING R3.
 - A MINIMUM OF 2 WEEK PRIOR TO ROAD CLOSURE TC-67 INFORMATION SIGNS ADVISING OF ROAD CLOSURE SHALL BE PLACED IN SHOWN LOCATION. SIGNS TO BE REMOVED WHEN ROAD CLOSURE IS ACTIVE.
 - HARD CLOSURE (NO THROUGH TRAFFIC) WILL ONLY OCCUR IN SMALL SEGMENTS WHERE ACTIVE CONSTRUCTION IS OCCURRING.

TS-21 Route Detour (Alternative Roads)

Two-Lane, Two-Way Mobile Operations Intermittent Very Short Duration Short Duration Long Duration

NOTES:

(i) See TS-2.2 for Sign Details.

(ii) The same approach to signing is required in the opposite direction.

(iii) TC-64 can be used in place of TC-6A.

For further detail on Work Zone components, see Table B (Signals) on page 283.

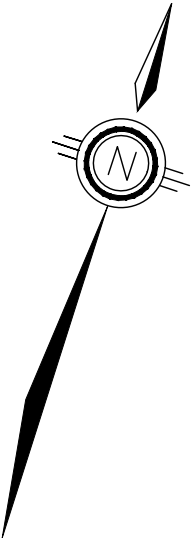
Figure TL-402 Detour/Alternative Roads

☒ Two Lane ☒ Mobile Operations ☐ Undivided Non-Freeway ☐ Very Short Duration ☐ Short Duration ☐ Freeway ☒ Long Duration

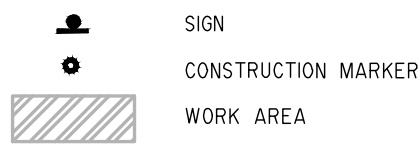
The following signs are to be used in the layout for Route Detours - see TL-403.

Other signs may be used with the signs as follows:

TC 101 TC 102 TC 103 TC 104 TC 105 TC 106 TC 107 TC 108 TC 109 TC 110 TC 111 TC 112 TC 113 TC 114 TC 115 TC 116 TC 117 TC 118 TC 119 TC 120 TC 121 TC 122 TC 123 TC 124 TC 125 TC 126 TC 127 TC 128 TC 129 TC 130 TC 131 TC 132 TC 133 TC 134 TC 135 TC 136 TC 137 TC 138 TC 139 TC 140 TC 141 TC 142 TC 143 TC 144 TC 145 TC 146 TC 147 TC 148 TC 149 TC 150 TC 151 TC 152 TC 153 TC 154 TC 155 TC 156 TC 157 TC 158 TC 159 TC 160 TC 161 TC 162 TC 163 TC 164 TC 165 TC 166 TC 167 TC 168 TC 169 TC 170 TC 171 TC 172 TC 173 TC 174 TC 175 TC 176 TC 177 TC 178 TC 179 TC 180 TC 181 TC 182 TC 183 TC 184 TC 185 TC 186 TC 187 TC 188 TC 189 TC 190 TC 191 TC 192 TC 193 TC 194 TC 195 TC 196 TC 197 TC 198 TC 199 TC 200 TC 201 TC 202 TC 203 TC 204 TC 205 TC 206 TC 207 TC 208 TC 209 TC 210 TC 211 TC 212 TC 213 TC 214 TC 215 TC 216 TC 217 TC 218 TC 219 TC 220 TC 221 TC 222 TC 223 TC 224 TC 225 TC 226 TC 227 TC 228 TC 229 TC 230 TC 231 TC 232 TC 233 TC 234 TC 235 TC 236 TC 237 TC 238 TC 239 TC 240 TC 241 TC 242 TC 243 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LEGEND:



REVIEWED BY
DOWN OF GEORGINA

DATE _____
TOWN ENGINEER FOR THE TOWN OF GEORGINA

APPROVED BY _____
REGION OF YORK
DATE _____

REFER TO INDEX SHEET FOR GENERAL NOTES AND BENCHMARK

NOTE: ALL DIMENSIONS AND ELEVATIONS IN METRES
UNLESS NOTED OTHERWISE. ALL PIPE SIZES IN MILLIMETRES.

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No.	REVISIONS TO DRAWING	BY	DATE	APPROVED
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ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

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BALLYMORE DEVELOPMENT
(GEORGINA) CORP

MUNICIPALITY

TOWN OF GEORGINA
REGION OF YORK

PROJECT TITLE

HOMESTEAD MEADOWS

DET TITLE

TRAFFIC MANAGEMENT PLAN -
OLD HOMESTEAD ROAD

DESIGNED	BLAS	DRAWN	JST	CHECKED	WJL
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SCALE	1:1000	DATE	MARCH 2025
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PROJECT NUMBER	DWG. NUMBER
01-100	010

21:436

813

CONSTRUCTION MANAGEMENT AND DEVELOPER COMMUNICATION PLAN
THE QUEENSWAY NORTH ROAD CONSTRUCTION AND INTERNAL SERVICING
TOWN OF GEORGINA

Prepared for: Ballymore Development (Georgina) Corp.

Prepared by: Sabourin Kimble & Associates Ltd.
110 Old Kingston Road
Ajax, Ontario
L1T 2Z9

Project No.: 21:436:D1 & D2

Date: March 2025

TABLE OF CONTENTS

INTRODUCTION 1

PROJECT SCOPE..... 1

MILESTONE LIST 3

SCHEDULE..... 3

COMMUNICATIONS MANAGEMENT PLAN..... 3

INTRODUCTION

Ballymore Development (Georgina) Corp. is the owner of draft approved lands in the community of Keswick located in the Town of Georgina. Ballymore is in the process of detailed design for the development of a subdivision which includes 91 single dwelling lots for their Homestead Meadows lands. The lands are generally bound by existing open space to the east, existing residential lands and Old Homestead Road to the north, The Queensway North to the west, and existing Treasure Hill residential lands to the south.

Ballymore began an internal earthworks program for Homestead Meadows in the summer of 2024 under an internal earthworks agreement. Details on the internal earthworks program can be found in the Construction Management and Developer Communication Plan – Internal Earthworks prepared by Sabourin Kimble & Associates. As part of this work, Ballymore is required to prepare a Construction Management and Developer Communication Plan. This is outlined in the draft plan of subdivision conditions of approval for the site and specific Construction Management and Developer Communications Plans will be required through the various stages of construction.

PROJECT SCOPE

The scope of work to facilitate the development of the Homestead Meadows subdivision comprises of internal site works and external works along The Queensway North and Old Homestead Road.

The internal subdivision works will comprise of erosion and sediment controls, municipal servicing including storm sewers sanitary sewers, watermain and road construction.

External works will be completed along The Queensway North including erosion and sediment control installation, construction of municipal servicing, the urbanization of The Queensway North including road construction and multi-use path, and grading. External works along Old Homestead Road will consist of erosion and sediment controls and watermain construction.

Erosion and Sediment Control measures include sediment control fencing around portions of The Queensway North and Old Homestead Road to minimize disturbance to existing residences; interceptor swales and rock check dams to direct existing overland flow through the site; and granular mud mats where access to local roads is provided. Internal sediment control fencing will be maintained from the Internal Earthworks Program. Refer to Erosion and Sediment control and Construction Management drawings prepared as part of the detailed design package.

The municipal servicing required to support the Homestead Meadows Subdivision will require improvements and additional municipal infrastructure along The Queensway North and Old Homestead Road. To complete this work in a safe and timely manner, a full road closure will be

required along The Queensway North, and a single lane closure will be required on the north side of Old Homestead Road for watermain crossings the road. A detour plan for The Queensway North and a Traffic Management Plan for Old Homestead Road has been provided by Sabourin Kimble & Associates and will be implemented by the Contractor throughout each stage of construction. During these infrastructure installations, there may be temporary driveway access restrictions for residents. When these restrictions are required for construction, the homeowners shall be notified in advance with alternative parking provided in a different area by the contractor.

A municipal sanitary sewer will be installed along The Queensway North to service the Homestead Meadows subdivisions. Through detailed design, residents may have the opportunity to connect. Discussion on these connections is ongoing with the Town.

A municipal watermain will also be installed along The Queensway North from south of 56 The Queensway North to Old Homestead Road and along Old Homestead Road from The Queensway North to Mayfield Avenue to service the Homestead Meadows subdivision and provide a looped watermain system. Through detailed design, residents may have the opportunity to connect. Discussions on these connections is ongoing with the Town. The watermain is generally at a nominal depth but crosses several existing utilities which will require some additional considerations during construction. Boulevard reconstruction and some grading for hydrant accesses will be required for the watermain installation along Old Homestead Road.

Municipal storm sewer systems will be installed to capture both local drainage along The Queensway North as well as external drainage from the surrounding properties. One system will capture drainage north of the Homestead Meadows site, convey flows through the subdivision and outlet directly into the floodplain through a dedicated headwall. The other system will capture drainage south of the site, will be cored into the existing culvert and outlet directly into the creek. Both systems will be treated using Oil-Grit Separators as shown on the detailed engineering drawings provided by Sabourin Kimble & Associates.

The Queensway North will be reconstructed to an urban right-of-way with a 3.0m multi-use pathway on the east side of the road from the north entrance to Keswick Gardens Senior Apartments to Old Homestead Road. Some land acquisition will be required by the Town as identified on the detailed design drawings provided by Sabourin Kimble & Associates.

Storm, sanitary, and water services as well as road construction will also be completed for the internal Homestead Meadows lands. These works will generally be located outside of any Town road allowances and will be contained to the site with little impact to surrounding residents. For the internal servicing and road construction within the Homestead Meadows subdivision, no work is to take place in the Provincially Significant Wetland areas.

MILESTONE LIST

The below chart lists the major milestones for The Queensway North road construction and the internal servicing for the Homestead Meadows subdivision. This chart outlines the major milestones related to the works and there may be smaller milestones which are not included but will be in the project schedule. If there are any scheduling delays which may impact a milestone or delivery date, Ballymore must be notified immediately so proactive measures may be taken to mitigate any delays or changes in the approved schedule. Any approved changes to these milestones or dates will be communicated to Ballymore and the Town of Georgina.

Milestone	Approximate Timeline
Implementation of ESC Measures	2 Weeks
Servicing – The Queensway North	14 Weeks
Grading – The Queensway North	7 Weeks
Servicing – Old Homestead Road	4 Weeks
Servicing – Internal	5 Weeks
Road Reconstruction – The Queensway North	7 Weeks
Road Construction – Internal	4 Weeks
Site Cleanup	2 Weeks
Top Course Asphalt – Externals	6 Weeks
Top Course Asphalt – Internals	Estimated 2027

SCHEDULE

The schedule for The Queensway North road construction and the Homestead Meadows internal servicing is outlined in the Gantt Chart attached in Appendix A. The schedule was derived with input from the project team members and reviewed by Ballymore. The schedule is maintained as a Gantt Chart by Sabourin Kimble & Associates. Changes to the schedule will be updated by Sabourin Kimble & Associates and communicated to Ballymore and the Town of Georgina.

COMMUNICATIONS MANAGEMENT PLAN

This Communications Management Plan outlines the communication network for this project. The matrix will outline the communication procedures, if needed, throughout the entirety of the internal earthworks. The project team directory provides contact information for the parties involved in the management of The Queensway North road construction and the Homestead Meadows internal servicing.

The Communications Matrix below outlines how, when, and who is communicating information pertaining to the servicing operations between the parties involved.

Communication Type	Description	Frequency	Format	Participants / Distribution	Deliverable	Owner
Drop Off Letter	Project Notification	Once	Letter	Adjacent or affected residents	Notice of construction	Consultant
Road Closure	Project Notification	Once	Signage	Adjacent Residents and individuals, signs to be erected 2 weeks advance of road closure notifying through traffic and residents.	Advance Signage. This sign should include relevant Town contact information (TC-74 or equivalent)	Consultant/ Contractor
Additional Resident Notices	Project Construction that will impact residents	As needed	Letter	Affected Residents	Notice of temporary restrictions	Consultant
Project Updates	Email summary of project status	As needed	Email	Project Team	Status Report	Project Manager
Technical Design Review	Review of design related to earthworks phase 1.	As needed	Email	Project Team	Status Report	Project Engineer

Project team directory for all communications is:

Name	Title	Email	Office Phone
Chris McGinnes	Project Manager	CMcGinnes@ballymorehomes.com	905-773-1048 x225
Thomas Evans	Contract Administrator	tevens@skaengineering.com	905-426-9451 x251
Adam Zahorchak	Project Manager	azahorchak@skaengineering.com	905-426-9451 x266

Communications Conduct:

Meetings:

A pre-construction meeting will be organized with all relevant parties to provide an organized approach to construction methodology. After the pre-construction meeting, meetings will be on an “as needed” basis and will be determined by Ballymore and the Town. A meeting agenda will be provided before any scheduled meeting to brief all participants on the meeting content. Sabourin Kimble & Associates will be responsible for keeping meeting minutes and distributing them to the parties involved.

APPENDIX A
THE QUEENSWAY NORTH AND HOMESTEAD MEADOWS GANTT CHART SCHEDULE

NOTICE TO RESIDENTS
HOMESTEAD MEADOWS
COMMENCEMENT OF SERVICING

Please be advised servicing, road construction, and various related construction activities will be commencing this week at the adjacent subdivision, Homestead Meadows. Servicing and road urbanization will also be commencing along The Queensway North, and servicing installations with boulevard reconstruction will be occurring along Old Homestead Road with various stages of road or lane closures. At these times, there may be temporary driveway access restrictions for residents. When these restrictions are required, homeowners shall be notified in advance and alternate parking locations will be provided. Erosion and sediment control measures will be installed prior to any construction activity. Lake Simcoe Region Conservation Authority and Town approvals are in order.

The contractor will be working within the noise by-law guidelines of 7:00 am. to 7:00 pm. Monday to Saturday. The contractor will be monitoring dust emissions constantly and appropriate measures will be implemented if they are deemed to be excessive.

If you require further information please contact the following:

Chris McGinnes, Project Manager
Ballymore Development (Georgina) Corp.
12840 Yonge St., Suite 200
Richmond Hill, ON L4E 4H1
T:905-773-1048 x225

Contractor TBD

We apologize for any inconvenience that may arise.

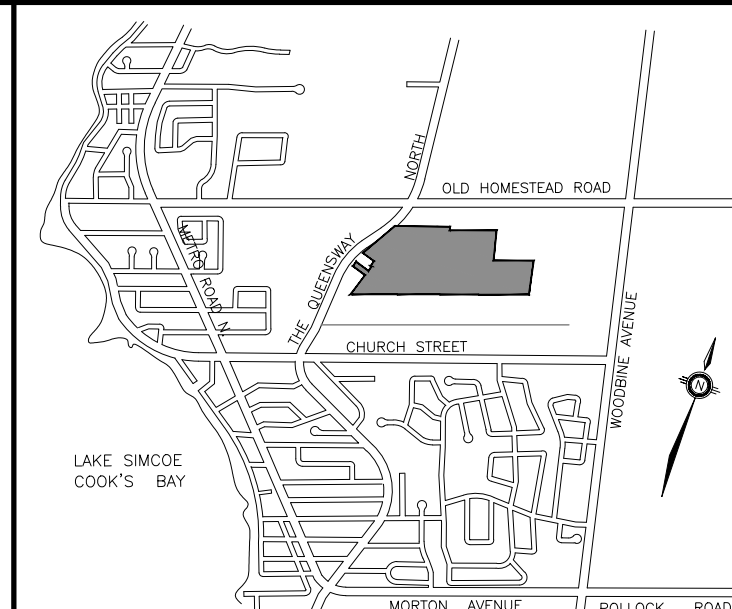
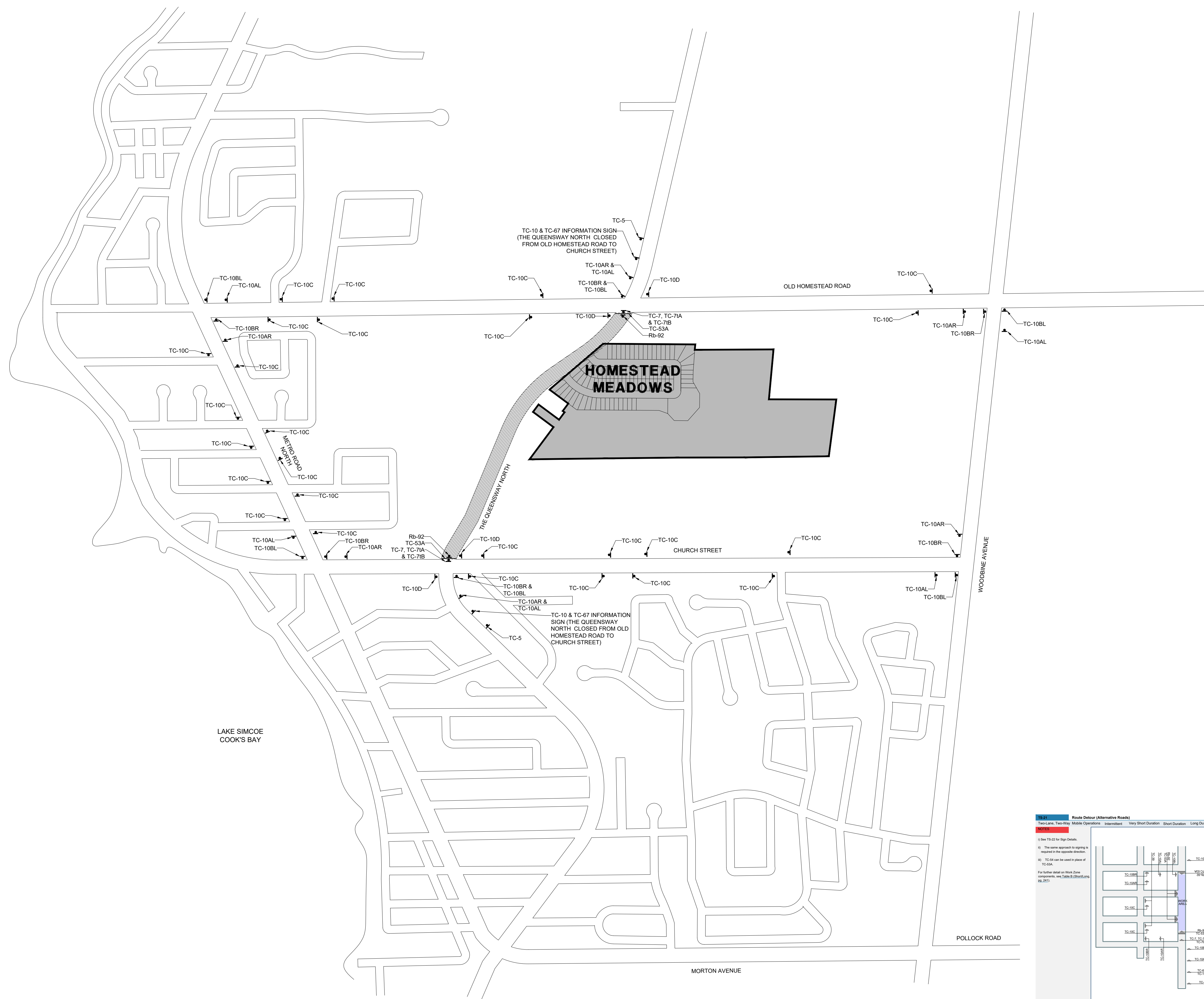
Sabourin Kimble & Associates Ltd.

APPENDIX B
SAMPLE DROP OFF LETTER

Page 157 of 268
Attachment 6

APPENDIX C

ROAD CLOSURE PLAN



KEYMAP

NTS.

LEGEND:



ORIGINALY SIGNED BY:

REVIEWED BY
TOWN OF GEORGINA

DATE _____

DATE _____
ENGINEERING MANAGER

BENCHMARK:

ELEVATIONS SHOWN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM BENCHMARK No. 0011931U497S HAVING A PUBLISHED ELEVATION OF 241.800 METRES.

NOTE:
ALL DIMENSIONS AND ELEVATIONS IN METRES UNLESS
NOTED OTHERWISE. ALL PIPE SIZES IN MILLIMETRES.

No.	REVISIONS TO DRAWING	BY	DATE	APPR

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

CLIENT

BALLYMORE DEVELOPMENT
(GEORGINA) CORP

MUNICIPALITY

TOWN OF GEORGINA
REGION OF YORK

PROJECT TITLE

HOMESTEAD MEADOWS

SHEET TITLE

DETOUR PLAN



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SCALE	15000
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DATE	MARCH 2025
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PROJECT NUMBER	DWG. NUMBER
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NUMBER	DWG. NUMBER
21:436	812

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DS-2025-0021

**FOR THE CONSIDERATION OF
COUNCIL**

March 26, 2025

**SUBJECT: PRE-SERVICING AGREEMENTS – GREYSTONE/MIDDLEBURG
DRAFT PLAN OF SUBDIVISION 19T-14G01
PART OF LOT 15, CONCESSION 3 (NG), AND PART OF ROAD
ALLOWANCE BETWEEN CONCESSIONS 2 AND 3, BEING PART 1,
PLAN 65R-30415**

1. RECOMMENDATIONS:

1. That Council receive Report No. DS-2025-0021 prepared by the Development Engineering Division, Development Services Department dated March 26, 2025, respecting the execution of proposed Pre-Servicing Agreements for the Greystone/Middleburg Subdivision;
2. That Council authorize the Mayor and Clerk to execute Pre-Servicing Agreements between Greystone (Homestead) Limited and Middleburg Developments Inc., as Owners, and the Corporation of the Town of Georgina, relating to Draft Plan of Subdivision 19T-14G01 referred to as the Greystone/Middleburg Subdivision Phase 1 and Phase 2; and,
3. That Council authorize staff to finalize and make minor revisions to the draft Pre-Servicing Agreements, included as Attachments 5 and 6 to Report No. DS-2025-0021.

2. PURPOSE:

The purpose of this report is to bring forward draft Pre-Servicing Agreements related to draft approved Plan of Subdivision 19T-14G01, being the Greystone/Middleburg Subdivision Phases 1 and 2. A general location map is included for reference as Attachment 1.

3. BACKGROUND:

The Greystone/Middleburg subdivision lands are located on south side of Old Homestead Road, west of The Queensway North in Keswick (refer to Attachment 1).

The Draft Approved Plan of Subdivision, as refined by the draft M-Plans for each phase, will consist of 187 single detached dwellings in total (refer to Attachment 2). 113 lots will be pre-serviced as part of Phase 1 (refer to Attachment 3) and the remaining 74 lots will be pre-serviced during Phase 2 (refer to Attachment 4). There

are also numerous blocks for varying purposes which are required for the appropriate development of the lands, including but not limited to, environmental protection areas, stormwater management, road widenings and parks.

On March 24, 2021, Council received Report No. [DS-2021-0025](#) and approved a request for an extension of Draft Plan Approval and modifications to the Conditions of Draft Approval for Draft Plan of Subdivision 19T-14G01.

On April 24, 2024, Council considered Report [DS-2024-0017](#) and approved recommendations respecting the execution of an Earthworks Agreement for the subject lands. The Owner entered into an Agreement with the Town and has commenced earthworks.

The Owner now proposes to proceed with pre-servicing in the Greystone/Middleburg Phase 1 lands. The Phase 2 lands will be pre-serviced shortly thereafter. The Town's Development Engineering Division has reviewed this proposal to proceed with pre-servicing, and based on the design provided, recommends approval to proceed.

The scope of work within the Pre-Servicing Agreements includes construction of the following servicing infrastructure: sanitary, storm, and water distribution pipes and systems; stormwater management pond and low-impact development stormwater facilities; paved roads including first coat of asphalt and poured concrete curbs; and underground utilities.

External servicing is also included in scope and consists of the construction of the following works on Old Homestead Road: watermain extension along the Old Homestead Road east of Highcastle Avenue to the eastern limit of the subdivision, tapered entrance and exit lanes at the proposed intersection with Whitman Way and Mayfield Avenue (refer to Attachments 3 and 4); construction of a storm sewer, replacement of culverts, and realigning and re-grading the existing swales. The Pre-Servicing Agreements will also provide for the potential construction of model homes.

Following the completion of pre-servicing, the proponent shall be required to enter into a Subdivision Agreement respecting the completion of overall subdivision works in accordance with the approved design drawings and reports.

4. ANALYSIS:

The proposed draft Pre-Servicing Agreements are included as Attachments 5 and 6. This is a standard form of agreement and is similar to the previously executed agreements. The proposed agreements may need additional details inserted to complete all the schedules, but the body and content are typical. Specific provisions include:

- the Owner shall submit a detailed cost estimate upon which the Development Engineering fee will be based and will make full payment of same; and,
- the provisions relating to construction access, fencing, dust control, hours of work

and stockpiling of topsoil, all as captured in the previous agreement are reiterated to ensure continuing action and compliance by the Owner.

The proposed works shall be supported and guided by drawings included for reference in Attachment 7.

5. RELATIONSHIP TO STRATEGIC PLAN:

Ensuring Balanced Growth - Execution of this proposed Pre-Servicing Agreement will promote and ensure responsible growth and support the delivery of housing.

6. FINANCIAL AND BUDGETARY IMPACT:

At this time, there is no financial impact from the proposed works. It is noted that the development of any subdivision has the financial impact expected of additional municipal infrastructure to be operated, maintained, and incorporated into the Town's Asset Management Plan. Initially, these are the responsibility of the Owner, but ultimately will become the responsibility of the Town. It is expected that this maintenance cost will be captured in future budget requirements. The new development also generates revenue through the development review and building permit processes, as well as adding to the municipal tax base.

7. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

Public consultation is not required respecting the proposed Pre-Servicing Agreement.

8. CONCLUSION:

It is respectfully submitted that it is appropriate to enter into a Pre-Servicing Agreements with the proponent and that Council authorize the Mayor and Clerk to execute the agreement on behalf of the Town with Greystone (Homestead) Limited and Middleburg Developments Inc., respecting the proposed pre-servicing works within Draft Plan of Subdivision 19T-14G01 lands.

APPROVALS

Prepared By: Saleem Sial, P. Eng.
Senior Development Engineering Technologist

Reviewed By: Ben Pressman, P.Eng.
Supervisor of Development Engineering

Reviewed By: Mike Iampietro, P.Eng.
Manager of Development Engineering

Recommended By: Denis Beaulieu, MCIP, RPP

Director of Development Services

Approved By: Ryan Cronsberry
Chief Administrative Officer

Attachments:

Attachment 1 - General Location Map

Attachment 2 - Draft Approved Plan of Subdivision 19T-14G01

Attachment 3 – Proposed M-Plan Phase 1

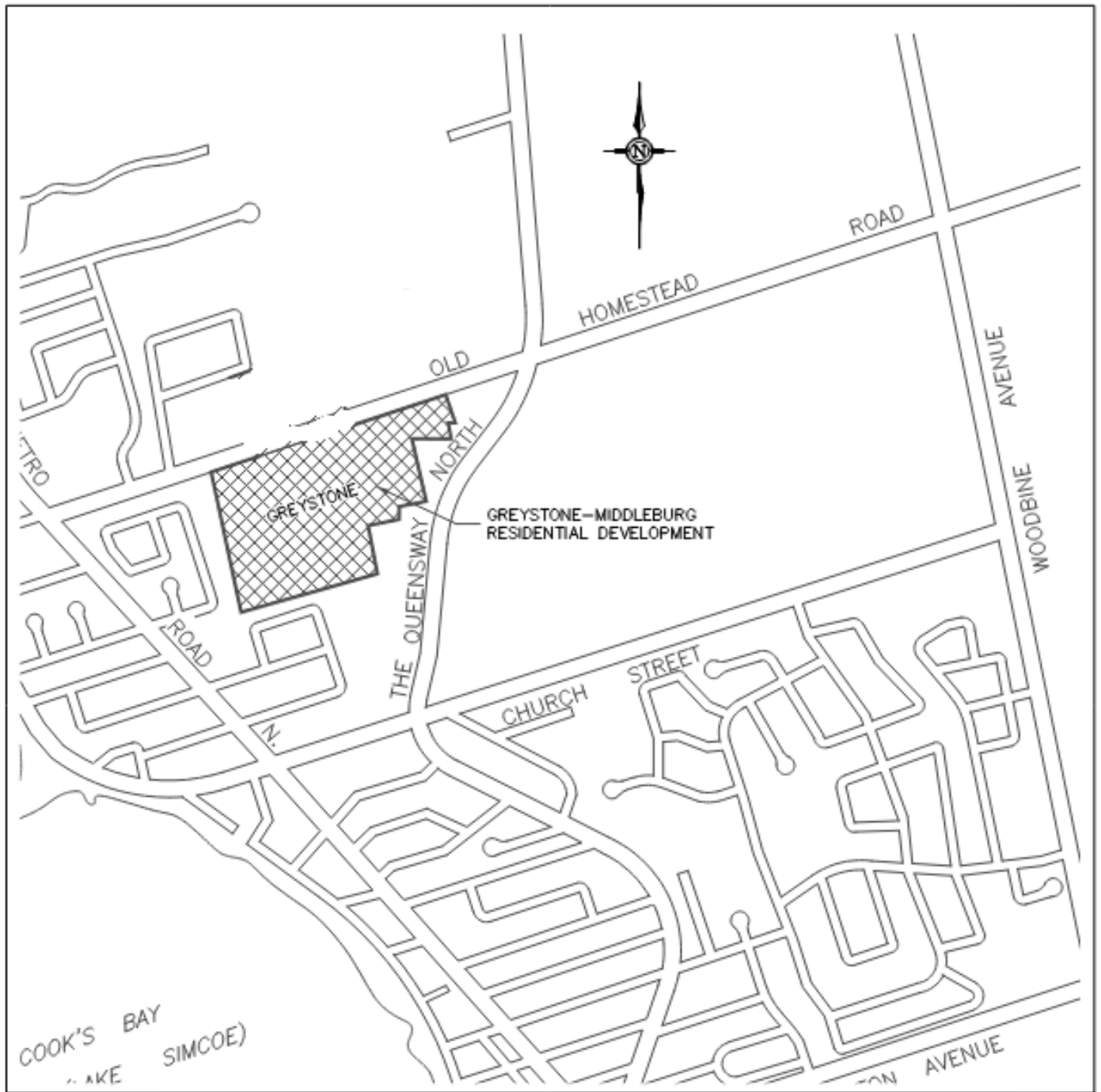
Attachment 4 – Proposed M-Plan Phase 2

Attachment 5 - Proposed Pre-Servicing Agreement Phase 1

Attachment 6 - Proposed Pre-Servicing Agreement Phase 2

Attachment 7 - Proposed Aboveground and Underground Pre-Servicing Drawings

Attachment 1 – General Location

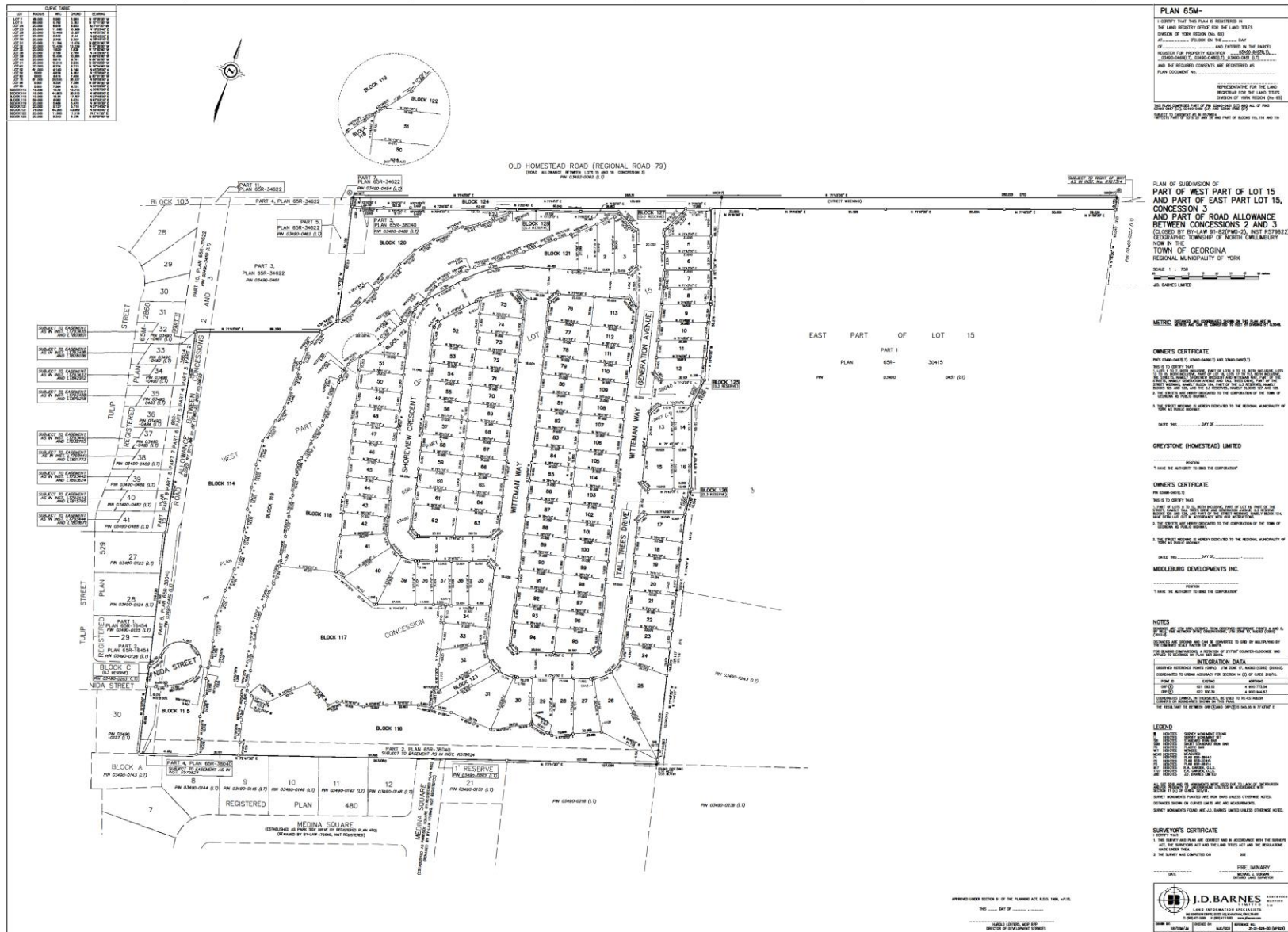


Report No.
DS-2025-0021
Attachment 1
Page 1 of 1

Attachment 2 - Draft Approved Plan of Subdivision

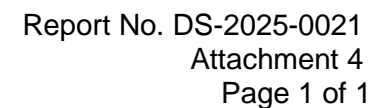


Attachment 3 – Proposed M-Plan Phase 1



Attachment 3 – Proposed M-Plan Phase 1

Page 168 of 268



Attachment 4 – Proposed M-Plan Phase 2

THE CORPORATION OF THE TOWN OF GEORGINA

GREYSTONE (HOMESTEAD) LIMITED
MIDDLEBURG DEVELOPMENTS INC.

GREYSTONE-MIDDLEBURG PHASE 1 SUBDIVISION

PLAN OF SUBDIVISION 19T-14G01
OLD HOMESTEAD ROAD, KESWICK

PRE-SERVICING AGREEMENT

INDEX TO THE AGREEMENT

PART I	DEFINITIONS AND SCOPE OF AGREEMENT
	1.1 Definitions
	1.2 Lands Affected
	1.3 Scope of Agreement
	1.4 Requirement to Enter into a Development Agreement
	1.5 Duties and Obligations
PART II	ENGINEER
PART III	FINANCIAL PAYMENTS AND SECURITY
	3.1 Payments to the Town
	3.2 Peer Review Fees
	3.3 Tax Arrears
	3.4 Designated Charges and Imposed Rates
	3.5 Lawful Levies and Rates
	3.6 Development Charges
	3.7 Securities for Works and Road Fouling Deposit
	3.8 Security Amounts
	3.9 Security Maintenance
	3.10 Release of Securities
	3.11 Payment of Water Used for Flushing Pipelines
PART IV	LIABILITY INSURANCE AND INDEMNITY
	4.1 Liability Insurance
	4.2 Indemnification
PART V	CONSTRUCTION OF WORKS
	5.1 Design and Specifications
	5.2 Earthworks Regulations
	5.3 Dust Control
	5.4 Access to the Development
	5.5 Commencement of Construction
	5.6 Inspections by the Director
	5.7 Incomplete or Faulty Work
	5.8 Acceptance of the Works
	5.9 Maintenance and Repair of the Works
	5.10 Approval to Pre-Service
	5.11 Construction Hours
	5.12 Construction Management Plan

Attachment 5 – Pre-Servicing Agreement Phase 1

- 5.13 Street Signs
- 5.14 Drinking Water Works Permit

PART VI FOULING OF ROADWAYS

PART VII CONSTRUCTION ACT

PART VIII GENERAL PROVISIONS

- 8.1 Inspections by Town Staff
- 8.2 Qualitative or Quantitative Tests
- 8.3 Approvals
- 8.4 Trees and Tree Compensation

PART IX PRE-REGISTRATION BUILDING PERMITS

- 9.1 Pre-Registration/ Model Homes Permits
- 9.2 Building Requirements
- 9.3 Individual Lot/Block Grading Plans
- 9.4 Building Permits
- 9.5 Accessory Buildings, Additions and Swimming Pools
- 9.6 Urban Design Guidelines and Architectural Design Guidelines
- 9.7 Street Names

PART X FIRE PROTECTION REQUIREMENTS

- 10.1 Emergency Access to Lands
- 10.2 Fire Protection and Access
- 10.3 Fire Breaks
- 10.4 Hydrant Anti-Tampering Devices
- 10.5 House Numbers
- 10.6 Open Burning of Materials

PART XI SPECIAL PROVISIONS

PART XII DEFAULT BY THE OWNER

PART XIII ADMINISTRATION

PART XIV ADDRESS OF THE TOWN, OWNER AND ENGINEER

PART XV INTERPRETATION

PART XVI GOVERNING LAW

PART XVII LIST OF SCHEDULES

- 17.1 Schedule 'A' - Description of Lands Subject to this Agreement
- 17.2 Schedule 'B' - Certificate of the Owner's Solicitor as to Ownership of the Lands
- 17.3 Schedules 'C' – Plan Showing Lands Subject to this Agreement
- 17.4 Schedule 'D' – Pre-Servicing Works to be Constructed by the Owner
- 17.5 Schedule 'E' - Estimate of Costs of Works

Attachment 5 – Pre-Servicing Agreement Phase 1

17.6 Schedule 'F' – Summary of Payments and Securities

17.7 Schedule 'G' - List of Approved Plans and Drawings

17.8 Schedule 'H' - Construction Management Plan

17.9 Schedule 'I' - Building Permit Release Check List

Agreement Drafted: March 07, 2025

DRAFT

Attachment 5 – Pre-Servicing Agreement Phase 1

THIS AGREEMENT is made in duplicate, this ____ day of March 2025.

B E T W E E N:

GREYSTONE (HOMESTEAD) LIMITED, a company duly incorporated
under the law of the Province of Ontario,

hereinafter called the “OWNER”

OF THE FIRST PART:

- and -

Water

MIDDLEBURG DEVELOPMENTS INC., a company duly
incorporated under the laws of the Province of Ontario

hereinafter called the "OWNER"

OF THE SECOND PART,

- and -

THE CORPORATION OF THE TOWN OF GEORGINA,

hereinafter called the “TOWN”

OF THE SECOND PART:

WHEREAS the Owner has represented to the Town that it is the owner of certain lands as described in Schedule “A” hereto (the “Lands”), and has received draft plan approval for Draft Plan of Subdivision 19T-14G01, as shown in Schedule “C” hereto;

AND WHEREAS the Owner has not yet satisfied the conditions of draft plan approval and the Plan of Subdivision has not yet been registered;

AND WHEREAS the Owner proposes to construct municipal services, hereinafter referred to as the “Works”, prior to the registration of the Plan of Subdivision;

AND WHEREAS the Town agrees to permit said Works provided the Owners enter into this Agreement, which sets out the terms and conditions of the Town's permission to construct the said Works;

NOW THEREFORE this Agreement witnesseth that in consideration of the Town permitting the pre-servicing of the Lands prior to registration of the Plan of Subdivision, the covenants hereinafter expressed and other good and valuable consideration, the Owner and the Town (the “Parties”) hereto covenant and agree, one with the other, as follows:

PART I DEFINITIONS AND SCOPE OF AGREEMENT:

1.1 Definitions

In this Agreement:

- a) **“Agreement”** means this Pre-Servicing Agreement and the schedules attached hereto;

Attachment 5 – Pre-Servicing Agreement Phase 1

- b) **“Director”** means the Director of Development Services of the Town of Georgina or persons so designated to act on his behalf;
- c) **“Engineer”** means a Professional Engineer retained by the Owner in accordance with Part II hereof;
- d) **“Lands”** means the lands and premises described in Schedule ‘A’;
- e) **“Town”** means The Corporation of the Town of Georgina.
- f) **“Region”** means the Regional Municipality of York;
- g) **“Works”** means the construction of earth movement and infrastructure on the Lands as described in Schedule “D” and as indicated on the drawings in Schedule “G”

1.2 Lands Affected

This Agreement applies to the Lands. The Owner’s solicitor named in the Certificate attached hereto as Schedule ‘B’ confirms the registered ownership of the Lands.

1.3 Scope of Agreement

The Owner agrees to construct and complete at its expense and in a good workmanlike manner all the Works, as described in Schedule ‘D’. The Works shall be constructed in accordance with accepted engineering drawings to the satisfaction of the Director and the Owner shall complete, perform and/or make payment for such other matters as may be provided for herein.

1.4 Requirement to Enter into a Development Agreement

This Agreement does not relieve the Owner from the requirement to enter into a Subdivision Agreement or any other relevant Agreement with the Town prior to registration of the Plan of Subdivision.

1.5 Duties and Obligations

This Agreement shall define the obligations and duties of the Owner with respect to pre-servicing the Lands and without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided, the nature and specifications thereof, payments required to be made to the Town, and such other matters as are more specifically set out herein.

PART II ENGINEER

The Owner agrees to retain a Professional Engineer skilled and competent in the Works herein contemplated. This said Engineer shall carry out all necessary work to supervise the design, layout, inspection and maintenance required for the construction of the Works herein referred to and to remedy any defects as required. Such Engineer or a successor thereto shall continue to be retained until the Works provided for in this Agreement are completed and formally accepted by the Town.

PART III FINANCIAL PAYMENTS AND SECURITY

3.1 Payments to the Town

The Owner covenants and agrees to pay to the Town the amounts set out in Schedule ‘F’ hereto. The Owner further acknowledges the Town’s right and requirement to assess levies on all Lots and Blocks within the Plan of Subdivision.

The Owner agrees that in the event the payments received by the Town pursuant to Schedule ‘F’ are not required, or likely to be required, wholly or in part, by reason of the Owner undertaking the development of the Plan of Subdivision, such proceeds may then be expended for such other general or specific purposes as the Town shall, at its absolute discretion, determine.

Attachment 5 – Pre-Servicing Agreement Phase 1

3.2 Peer Review Fees

In the event that the Town requires the services of its Peer Review Consultants respecting the works contemplated herein, the Owner covenants and agrees to pay all requisite invoices within fifteen (15) days of submission by the Town to the Owner of any such invoices.

3.3 Tax Arrears

The Owner covenants and agrees to pay all arrears of taxes outstanding against the Lands, prior to the execution of this Agreement by the Town.

3.4 Designated Charges and Imposed Rates

The Owner agrees to commute and pay forthwith, prior to the execution of this Agreement by the Town, designated charges and imposed rates now or to be assessed and levied upon the Lands, including but not limited to levies under the *Ontario Water Resources Act*, the *Public Utilities Act*, the *Municipal Drainage Act* and the *Municipal Act, 2001*.

3.5 Lawful Levies and Rates

The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the Lands on the basis of and in accordance with the assessment and collector's roll entries until such time as the Lands being subdivided have been assessed and entered on the collector's roll according to the registered Plan of Subdivision.

Notwithstanding the Works to be constructed and installed by the Owner, the services to be performed and the payments to be made pursuant to this Agreement, the Lands in the Plan of Subdivision shall remain liable in common with all other assessable property in the Town to all lawful rates and levies of the Town.

Interest shall be payable by the Owner to the Town on all sums of money payable under this Agreement which are not paid within thirty (30) days from the due date, or within such other period(s) as may be specifically provided for herein. The rate of interest payable shall be fifteen percent (15%) per annum.

3.6 Development Charges

The Owner acknowledges that a Development Charge shall be payable on each Lot and/or Block within the Plan of Subdivision, prior to the issuance of a building permit for said Lot and/or Block. The Development Charge shall be calculated at the time of payment in accordance with all applicable by-laws passed pursuant to the *Development Charges Act, 1997*, and any amendments thereto.

3.7 Securities for Works and Road Fouling Deposit

Prior to execution of this Agreement, the Owner agrees to make a cash deposit or provide a Letter of Credit in the amount of two hundred and fifty thousand dollars (\$250,000.00) to the Town, which may be used by the Town to clean any streets leading to or within the subdivision which have been fouled, or to repair any damage to any streets and appurtenances thereon or leading thereto which has been caused by the operations of the Owner, its contractors, agents or workers. This will also include overall site maintenance and site stabilization as may be deemed necessary by the Director.

3.8 Security Amounts

Prior to the execution of this Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town in an amount equal to one hundred percent (100%) of the estimated costs of the Works, as detailed in Schedule 'E' hereto ('Estimate of Costs of Works'), to guarantee the construction and installation of the Works in accordance with

Attachment 5 – Pre-Servicing Agreement Phase 1

the specifications as provided herein.

3.9 Security Maintenance

The Owner agrees that in the event that the Town draws upon any security pursuant to this Agreement, the Owner shall re-establish the total aggregate amount within ten (10) days of the date of such draw, or this Agreement shall be considered to be in default.

3.10 Release of Securities

All securities provided pursuant to this Agreement shall only be released at the Owner's request subsequent to the execution of the future Subdivision Agreement and to the satisfaction of the security requirements of that agreement.

3.11 Payment of Water Used for Flushing Pipelines

The Owner agrees to pay for all water used during flushing programs post watermain commissioning. This fee would not be part of "construction water" and the Owner will be billed based on the flushing frequency determined by the Operations and Infrastructure Department and back charged at the current water rate plus 15% administration cost.

PART IV LIABILITY INSURANCE AND INDEMNITY

4.1 Liability Insurance

Prior to the execution of this Agreement by the Town, the Owner covenants and agrees to supply to the Town:

- a) General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) in a form satisfactory to the Town, including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof and non-owned automobile, which shall contain a cross liability/severability of interest clause, and the Town, The Regional Municipality of York and the Lake Simcoe Region Conservation Authority shall be named as additional insureds.
- b) The policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- c) In the event that the Owner fails to maintain insurance as required the Town shall have the right to provide and maintain such insurance, and the Owner shall pay the cost thereof to the Town within fourteen (14) days of written notice by the Town.
- d) Evidence of insurance must be satisfactory to the Town and shall be provided prior to the signing of the Agreement, and shall remain in effect until final acceptance of the Works as provided for in this Agreement.
- e) As determined by the Town, the Owner may be required to provide and maintain additional insurance coverage(s) related to this Agreement.

4.2 Indemnification

The Owner shall indemnify and save harmless the Town and its officers, employees, agents and elected and appointed officials from and against all claims, demands, losses, damages, costs (including reasonable legal costs), actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to the injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever arising in relation to the development of the subdivision, including, without limitation, the construction and/or maintenance of all or any of the Works or the lack of maintenance of such Works by the Owner in accordance with this Agreement, from the date of commencement of any Works until final acceptance thereof

Attachment 5 – Pre-Servicing Agreement Phase 1

by the Town.

PART V CONSTRUCTION OF WORKS

5.1 Design and Specifications

Notwithstanding any reviews, approvals, criticisms or modifications given by the Town or its consultants, neither the Town, the Director nor the Town's Consulting Engineer shall in any way be responsible for the design drawings or the plans and specifications related to the Works, and the Owner shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required herein will function as intended and contemplated.

5.2 Earthworks Regulations

The Owner covenants and agrees that any fill material to be imported to the Lands for the purpose of engineered fill will comply with the testing regulations established under Part 4, Item 4.1.h. of the Town's Site Alteration By-law 2022-0038 (REG-1), as may be amended. The Owner further covenants and agrees to obtain full approval from the Town and any other applicable agencies prior to any fill importation.

It is further understood that pursuant to the development exemption within the said by-law, the imposition of the Municipal Services Fee in Schedule 'A' to the by-law does not apply.

5.3 Dust Control

The Owner agrees to implement appropriate dust control measures as deemed necessary by the Director. This may include but is not limited to applications of water or other dust control preventatives at any and all times during construction.

5.4 Access to the Development

The Owner covenants and agrees that access to the proposed subdivision during the period of construction shall be by way of OLD HOMESTEAD ROAD via Woodbine Avenue only. All other frontages of the Lands shall not be used for construction traffic.

5.5 Commencement of Construction

The Owner covenants and agrees to give to the Town seven (7) days' notice in writing of the date upon which construction of any Works shall commence.

5.6 Inspections by the Director

The Owner acknowledges that the Director may inspect the construction of Works under any contract, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said Works itself. If, at any time, the construction of any of the Works is not, in the opinion of the Director, being carried out in accordance with good engineering practice, the Director may issue instructions to the Owner and/or to the Engineer to take such steps as the Director deems necessary to procure compliance with the provisions of this Agreement. Such instructions may be written or may be verbal, in which case the Director shall confirm them in writing within forty-eight (48) hours. In the event that neither the Owner nor the Engineer is present at the site of the Works to receive such verbal instruction, the Director may require the contractor or contractors or workers to cease work forthwith and is hereby authorized to order such work to cease.

5.7 Incomplete or Faulty Work

In the event that the Director deems that the pre-servicing work being carried out is not in accordance with the reviewed plans, specifications, or timelines as

Attachment 5 – Pre-Servicing Agreement Phase 1

per the approved construction schedule, he may order the contractor to stop further work and the Town may draw upon the securities posted pursuant to Part III of this Agreement and secure the site if required for purposes of public safety using proceeds received from such security, provided the Director gives seven (7) days' notice in writing requiring the Owner to comply with the reviewed plans and specifications or to proceed with completion of the Works.

5.8 Acceptance of the Works

Acceptance of the Works is subject to the provisions set forth in this Agreement and any future Subdivision Agreement.

5.9 Maintenance and Repair of the Works

The Owner covenants and agrees to maintain all the Works as provided for in this Agreement free from defects and to repair and rectify any defect which may occur when required by the Director. Satisfactory completion of the maintenance period shall be in accordance with the provisions of the future Subdivision Agreement.

5.10 Approval to Pre-Service

The Owner acknowledges and agrees that the Town's approval to pre-service the Lands is granted to accommodate and assist the Owner. Approval to pre-service shall not be construed as final approval of the Plan of Subdivision, and the Owner assumes all risks of pre-servicing without final approval of the Plan of Subdivision.

5.11 Construction Hours

Working hours are to be between 7:00 AM and 7:00 PM Monday to Saturday, and all operations shall comply with the Town's Noise By-law 2003-0075 (PWE-1), as amended.

5.12 Construction Management Plan

The Owner covenants and agrees to submit for the approval of the Director and to carry out all matters identified in its Construction Management Plan, including but not limited to:

- Site access;
- Parking;
- Surface encroachment;
- Storage – on and off site;
- Hoarding;
- Traffic management;
- Site containment and security;
- Deliveries and removals;
- Noise by-law and hours of operation;
- Staging; and,
- Neighbourhood liaison plan and key contact information.

5.13 Street Signs

Prior to the issuance of any building permit or the placement of base course asphalt, the Owner covenants and agrees to erect permanent street signs and traffic control signage according to specifications approved by the Director on all street intersections in the subdivision, and to maintain same until all grading of roads and boulevards has been completed and final acceptance of the subdivision occurs.

The Owner shall further supply and install traffic signs as directed by the Director. The type of signs required shall include, but not be limited to, 'Private Roads - Use at Own Risk', stops signs, speed limit signs, parking signs, checkerboard signs, no

Attachment 5 – Pre-Servicing Agreement Phase 1

heavy truck signs, no through traffic signs and dead end signs.

5.14 Drinking Water Works Permit

The Owner agrees that the proposed watermain design and construction shall meet all conditions of the Town's Drinking Water Works Permit No. 119-201, including the requirement that "The watermain addition, modification, replacement or extension will not adversely affect the distribution system's ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions", regardless of the system being privately owned and operated.

PART VI FOULING OF ROADWAYS

The Owner covenants and agrees not to foul the roads and streets within the proposed Plan of Subdivision and those public highways leading to the Lands, and further agrees to provide the necessary persons and equipment to be available on twenty-four (24) hours' notice at all times to keep the public highways, roads and streets leading to and within the Lands clean, and if, in the opinion of the Director, such roads do not meet with these requirements, then the necessary work to bring them into compliance herewith shall, at the Town's option, be carried out by the Town at the Owner's expense.

PART VII CONSTRUCTION ACT

Upon receiving notice or upon any liens being filed pursuant to the *Construction Act* which may affect any portion of the Lands in which the Town may have an interest, the Owner shall be deemed to be in default of this Agreement. Upon discovering such default, the Town may forthwith give the Owner notice in writing of the said lien or claim and the Owner shall be allowed to cure or remedy such default by discharging or vacating the said lien to the satisfaction of the Town within ten (10) days of such notice.

If such default is not remedied or cured as above, the Town may, notwithstanding any other remedies it may have, draw upon any Letter of Credit or other security which may be held pursuant to this Agreement to secure its interests and may pay into Court any amount provided in the *Construction Act* as may be necessary therefor.

The Owner shall provide a statutory declaration that it has paid all contractors, sub-contractors and consultants associated with the construction of the Works and complied fully with the provisions of the *Construction Act*.

PART VIII GENERAL PROVISIONS

8.1 Inspections by Town Staff

The Town, by its officers, staff, Peer Review consultants, servants and agents may enter on the Lands, and any building(s) erected thereon, to ensure the proper completion of the Works.

8.2 Qualitative or Quantitative Tests

The Director may require qualitative or quantitative tests made of all materials which have been or are proposed to be used in the construction of any works or services required by this Agreement. All testing shall conform to the Ontario Provincial Standard Specifications and the Town's Development Design Criteria, as amended, and the costs of such tests shall be paid by the Owner within fourteen (14) days of any account therefor being rendered by the Town.

8.3 Approvals

The Owner agrees that no work shall be commenced without the written approval of the Director and it is understood that any approval(s) given by the Director

Attachment 5 – Pre-Servicing Agreement Phase 1

prior to the registration of the Plan of Subdivision shall not be binding upon the Town nor on the Director, and any works undertaken by the Owner prior to the registration of the said Plan shall be solely at its own risk.

Any approvals given by the Town shall be subject to any and all approvals required by any other governmental authority.

8.4 Trees and Tree Compensation

The Owner covenants and agrees to protect and preserve, where possible, all healthy trees located on the Lands. Removal of any trees shall be subject to the approval of the Town and to The Regional Municipality of York's Forest Conservation current by-laws, and shall be conducted in accordance with the approved Tree Assessment Study and Preservation Plan. All agency approvals of the Tree Assessment Study and Preservation Plan shall be submitted to the Town prior to commencement of any work on the Lands.

Prior to, during and following construction, the Lands shall be thoroughly inspected by an environmental inspector, who will be retained at the Owner's expense and whose credentials shall be acceptable to the Town. The arborist and project administrator shall report to the environmental inspector on matters relating to tree preservation and management, and the environmental inspector shall, in turn, report to the Town.

In the event that all necessary tree cutting has not been completed by May 8, no additional tree cutting will take place until after the bird nesting season date of August 31 established in the conditions of draft plan approval unless otherwise approved by the Town.

Clearance from the Town or a representative thereof is required for the location of the protective fencing.

Where trees will be lost to development, the Owner agrees to compensate the Town, first through additional planting in tree compensation areas identified within the Master Landscaping and Tree Planting Plan, and thereafter, if required, in areas outside of the Lands approved by the Town, or through financial contribution in lieu thereof. Tree compensation shall be finalized prior to any works commencing on the Lands.

PART IX PRE-REGISTRATION BUILDING PERMITS

9.1 Pre-Registration/ Model Homes Permits

The Town hereby agrees to the construction by the Owners of pre-registration homes prior to the registration of the Plan of Subdivision, subject to the provisions of this Agreement and pursuant to the Town's Zoning By-law 500, as amended.

It is mutually agreed by the parties hereto that pursuant to By-law 500, as amended, a maximum of **20%** of the units in each phase, to a maximum of **Sixty (60)** units for the whole of the Lands, may be constructed on the Lands prior to the registration of the Plan of Subdivision.

9.2 Building Requirements

The Owner covenants and agrees that all buildings shall be designed, located and constructed to ensure a reasonable mix of styles, materials and colours for adjacent houses.

The Owner further covenants and agrees not to permit occupancy of any building. The Engineer shall consider all existing and future street intersections in the overall siting of homes to minimize any potential impact.

9.3 Individual Lot/Block Grading Plans

Attachment 5 – Pre-Servicing Agreement Phase 1

In addition to the requirements of Clause 9.4 of this Agreement, no building permit shall be issued for the construction of a building on any Lot or Block until an individual lot or block Grading Plan prepared by a professional engineer has been approved by the Engineer and submitted to the Director. The individual Grading Plan shall indicate the proposed siting of the building, its design and main floor elevation and its grading, sodding and 'as built' municipal service information.

9.4 Building Permits

Prior to the issuance of any preregistration home building permits on any Lot or Block within the Lands, the Owner shall:

- a) Provide the Town with a cash deposit or Letter of Credit in the cumulative amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to guarantee completion of the grading of up to a maximum of fifty (50) lots in accordance with the Grade Control Plan. Multiple deposits may be required should any one builder have more than fifty (50) Lots. This deposit may further be used by the Town to repair any grading deficiencies or damages to municipal works, including damage to the roadway, curb and gutter, sidewalk or boulevard sodding, and to clean and remove any matter fouling any public highway as a result of any work being undertaken on said Lots by the builder or builders. If at any time during the construction of the homes on a particular phase of the subdivision, the Director determines that problems have occurred that would take more than the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to repair, then the Town may give the Owner notice of such and the Owner shall have thirty (30) days from the giving of such notice to provide the necessary additional security, failing which the Town shall be authorized to hold any securities of the Owner that have theretofore been placed with the Town for any purpose as security for the doing of such reasonably necessary repair work. Acceptance of the Works is subject to the provisions set forth in the future Subdivision Agreement;
- b) Submit a cash payment in accordance with By-law Number 2011-0015 (PL-7), as amended by By-law Number 2012-0050 (PL-7) and By-law Number 2017-0116 (PL-7), in the amount of \$363.00 per residential unit for Plot Plan Review;
- c) Submit a cash payment in the amount of the Development Charge applicable to the said Lot or Block as the case may be;
- d) Provide a cash payment in an amount determined by the Director for each residential unit, to be used by the Town for the supply and installation of an appropriately sized water meter in accordance with current Town standards;
- e) Fulfill the requirements of clauses:
 - 5.13 Street Signs
 - 9.3 Individual Lot/Block Grading Plans
 - 9.7 Street Names
 - 10.2 Fire Protection and Access
 - 10.3 Fire Breaks
 - 10.5 House Numbersas well as other applicable clauses in this Agreement not identified above;
- f) The Owner agrees that no building permit will be applied for or issued until the Town is satisfied that all requirements in Schedule 'D' are completed and that adequate road access, including base course asphalt, municipal water supply, storm and sanitary sewers, storm drainage facilities, utilities and street lighting are available to service the development.
- g) The Engineer shall ensure that the grading and sodding is completed on each Lot to the satisfaction of the Director, within one (1) year of the date of issuance of the

Attachment 5 – Pre-Servicing Agreement Phase 1

building permit for said Lot. The Owner hereby acknowledges the Town's right, notwithstanding any other remedies it may have, to draw upon any security it may hold and to enter onto the Lot upon default and perform any work it deems necessary, all at the cost of the Owner.

- h) The Owner covenants and agrees not to permit occupancy of any building for which a building permit has been issued pursuant to this Agreement.

9.5 Accessory Buildings, Additions and Swimming Pools

The Owner shall not construct or apply for a building permit to construct any accessory building, addition to an existing building or swimming pool until the individual lot grading plan has been appropriately amended and approved by the Director.

9.6 Urban Design Guidelines and Architectural Design Guidelines

- a) Prior to the issuance of any building permits, the Owner shall prepare Urban Design Guidelines and Architectural Design Guidelines to the satisfaction of the Town. The Architectural Design Guidelines shall complement and be in conformity with the associated Urban Design Guidelines.
- b) The Owner agrees that:
 - i. all development shall proceed in accordance with the Town approved Urban Design and Architectural Design Guidelines;
 - ii. a control architect shall be retained at the cost of the Owner with the concurrence of the Town to ensure compliance with the approved Urban Design and Architectural Design Guidelines. Where possible the control architect shall be the same architect that prepared the Architectural Design Guidelines; and,
 - iii. prior to the submission of the individual building permit applications, the control architect shall have stamped and signed the drawings certifying compliance with the Urban Design and Architectural Design Guidelines.

The Town may undertake periodic reviews to ensure compliance with the Urban Design and Architectural Design Guidelines. Should inadequate enforcement be evident, the Town may cease to accept drawings stamped by the control architect and retain another control architect for this purpose at the expense of the Owner.

9.7 Street Names

The Owner covenants and agrees that the streets on the proposed Plan of Subdivision shall bear names satisfactory to the Town and The Regional Municipality of York and shall, prior to placement of base course asphalt or issuance of a building permit on any road, erect permanent street signs and traffic control signage according to specifications approved by the Director on all street intersections in the development and maintain same.

PART X FIRE PROTECTION REQUIREMENTS

10.1 Emergency Access to Lands

The Owner covenants and agrees to provide emergency access to the Lands in such locations as may be required by the Town's Fire Chief.

10.2 Fire Protection and Access

The Owner acknowledges and agrees that building permits will not be issued for any dwelling unless the Lot upon which a dwelling is to be constructed is situated within ninety (90) metres of an operating fire hydrant and the abutting roadway or any roadway required

Attachment 5 – Pre-Servicing Agreement Phase 1

to access the said Lot is constructed at least to base course asphalt, which is to be maintained by the Owner. The Owner shall ensure that all mainline and secondary watermain valves are operating and open as required, and that all fire hydrants are operating and available for firefighting purposes.

10.3 Fire Breaks

The Owner covenants and agrees to provide firebreaks for the development pursuant to the requirement(s) of the Town's Fire Chief and Chief Building Official.

10.4 Hydrant Anti-Tampering Devices

Upon acceptance by the Director of the testing and charging of the water distribution system, whether in whole or in part, the Owner shall have installed on each fire hydrant an anti-tampering device of style and manufacture acceptable to the Director. Said devices shall remain in place and be maintained by the Owner until final acceptance by the Town. The devices shall then become the property of the Town.

10.5 House Numbers

Prior to the issuance of a building permit, the Owner covenants and agrees that all house numbers for use within the Lands shall be the numbers allocated by the Town. To obtain such numbers, the Owner shall furnish to the Town a copy of the Plan of Subdivision to be registered on title to the Lands, upon which the Town will designate the number of each lot.

Prior to occupancy, all dwelling units shall be furnished with house numbers assigned by the Town, which shall be permanently affixed on the front of each dwelling in such a manner as to be visible from the street and suitably illuminated.

10.6 Open Burning of Materials

The Owner covenants and agrees to comply with the Town's by-law(s) regulating the open burning of materials and to obtain the necessary permits from the Town's Fire Department in accordance with By-law 2000-0071 (REG-1), as amended.

PART XI SPECIAL PROVISIONS

11.1 Prior to the registration of any phase of the Plan of Subdivision to be registered on title to the Lands, the Owner shall agree in the Subdivision Agreement to make necessary upgrades and improvements at the Connell Water Booster Station, including but not limited to upgrading the jokey pump to a standard duty pump, at the Owner's expense and to the satisfaction of the Director.

11.2 The Owner shall agree in the Subdivision Agreement that the Lands will accept the stormwater flows from all external lands that currently drain through the Lands.

PART XII DEFAULT BY THE OWNER

12.1 The Owner shall be in default under this Agreement if one of the events listed below occurs:

- (a) the Owner makes an assignment in bankruptcy or is petitioned into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3;
- (b) the Owner makes a proposal to Creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36;
- (c) the Owner, being a corporation, is dissolved;
- (d) the Owner sells all or any portion of the Lands without the consent of

Attachment 5 – Pre-Servicing Agreement Phase 1

the Town; or,

- (e) the Owner fails to make any Payments or post any Securities required under Schedule 'F'.

12.2 In the event of a default by the Owner, the Town may retain and utilize all Payments and Securities to complete, or have the Town's retained agents complete, all obligations of the Owner pursuant to this Agreement, and the Town may, if it is required to incur expenses that exceed the amount of the Payments and Securities received from the Owner, claim against the Owner for all costs incurred by the Town, including the expense of paying for Town staff to see that the obligations of the Owner are fulfilled.

12.3 As an alternative to the Town's rights under Section 12.2, the Town may also retain all Payments and Securities provided by the Owner as liquidated damages for the expenses already incurred by the Town up to the time of the breach, and may terminate this Agreement, with the parties having no further obligations to each other or rights under this Agreement.

PART XIII ADMINISTRATION

13.1 The Owner consents to the registration by the Town of this Agreement upon the title to the Lands, at the sole discretion of the Town.

13.2 The Owner shall obtain and register a discharge, consent or postponement of any mortgage or other encumbrance on the Lands, at its expense, with the intent that any prior encumbrancer will postpone any right or interest which it may have in the Lands, so that this Agreement shall take effect as though executed and registered prior to the creation of the right or interest of such party. Any such discharge, consent or postponement shall be in form and substance satisfactory to the Town's Solicitor, and shall be provided prior to the execution of this Agreement by the Town.

13.3 The Owner shall pay all of the Town's costs with respect to the preparation, review, and registration of this Agreement and any other required documents, including but not limited to any applicable subsearch, execution search and registration fees.

13.4 It is declared and agreed that this Agreement, the covenants contained herein and the Schedules attached hereto shall enure to the benefit of the Town and shall be binding upon the respective successors and assigns of the Owner.

13.5 Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Owner has obtained any and all approvals required to be obtained from The Regional Municipality of York and the Lake Simcoe Region Conservation Authority, and nothing herein shall relieve the Owner from obtaining all approvals required by any governmental authority.

PART XIV ADDRESS OF THE TOWN, OWNER AND ENGINEER

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

14.1 **Town**

If made to the Town, addressed to:

The Corporation of the Town of Georgina
26557 Civic Centre Road
Keswick, Ontario L4P 3G1
Attention: Rachel Dillabough, Town Clerk
Phone: (905) 476-4301 / Fax: (905) 476-1475

11.2 **Owners**

If made to the Owner, addressed to:

Attachment 5 – Pre-Servicing Agreement Phase 1

Greystone (Homestead) Limited &
Middleburg Developments Inc.
23 Lesmill Rd., Suite 111, Toronto, ON M3B 3P6
Attention: David Brand
Email: David Brand <dbrand@brandgroup.ca>
Phone: Tel: 416-291-1613 Fax: 416-291-1373

14.3

Engineer

If made to the Engineer, addressed to:

a.m. candaras associates consulting engineers
8551 Weston Road, Suite 203
Woodbridge, Ontario L4L 9R4
Attention: Don Roughley
Email: Don Roughley <don@amcai.com>
Phone: (905) 850-8020 / Fax: (905) 850-8099

or such other address of which the Owner and/or Engineer has notified the Director in writing. All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid mail. If notice is given by mail, the same shall be effective five (5) business days after being deposited with the postal office.

PART XV INTERPRETATION

15.1 This Agreement is to be read with all changes in gender or number as required by the context.

15.2 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

15.3 The part numbers and headings, sub-headings 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.

PART XVI GOVERNING LAW

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

PART XVII LIST OF SCHEDULES

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

- 17.1 Schedules 'A'
Description of Lands Subject of this Agreement
- 17.2 Schedules 'B'
Certificate of the Owner's Solicitor as to Ownership of the Lands
- 17.3 Schedule 'C'
Plan Showing Lands Subject to this Agreement
- 17.4 Schedule 'D'
Pre-Servicing Works to be Constructed by the Owner
- 17.5 Schedule 'E'
Estimate of Costs of Works
- 17.6 Schedule 'F'

Attachment 5 – Pre-Servicing Agreement Phase 1

Summary of Payments and Securities

- 17.7 Schedule ‘G’
 List of Approved Plans and Drawings
- 17.8 Schedule ‘H’
 Construction Management Plan
- 17.9 Schedule ‘I’
 Building Permit Release Check List

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Attachment 5 – Pre-Servicing Agreement Phase 1

IT IS HEREBY DECLARED that this Agreement and the covenants, provisos, conditions and schedules herein contained shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

WHENEVER the singular and masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neuter where the context of the parties hereto require.

WITNESS the corporate seals of each of the parties hereto, attested to by the hands of their proper signing officers duly authorized in that behalf, as of the day first above written.

) **GREYSTONE (HOMESTEAD) LIMITED**

)
)
)
)
)
) Pasquale Caggianiello, President
) I have the authority to bind the corporation.

) **MIDDLEBURG DEVELOPMENTS INC.**

)
)
)
)
)
)
)
)
) David Brand, President
) I have the authority to bind the corporation.

) **THE CORPORATION OF THE TOWN OF GEORGINA**

)
)
)
)
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)
)
)
)
) Margaret Quirk, Mayor
)
)
)
)
) Rachel Dillabough, Town Clerk
) We have the authority to bind the corporation

Attachment 5 – Pre-Servicing Agreement Phase 1

SCHEDULE “A” DESCRIPTION OF THE LANDS SUBJECT TO THIS AGREEMENT

THOSE CERTAIN LANDS situated in the Town of Georgina, in the Regional Municipality of York and being composed of the following:

Legal Description:

1. Part West Part of Lot 15, Concession 3, North Gwillimbury, Parts 1 and 2, Plan 65R38040; S/T Easement over Part 2, Plan 65R-38040 as in R579624, Town of Georgina
2. Part West Part of Lot 15, Concession 3, North Gwillimbury, Part 3, Plan 65R-39826; Town of Georgina
3. Part of Road Allowance Between Concessions 2 and 3, Parts 4 and 5, Plan 65R-38040 (Closed by By-Law R579622), Except Parts 1 to 10, Plan 65R-386 14, S/T easement over Part 4, Plan 65R- 38040 as in R579624; Town of Georgina
4. Part East Part of Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of Georgina

SCHEDULE “B”, PAGE 1 of 5
CERTIFICATE OF OWNER’S SOLICITOR



LITOWITZ PETTLE & SILVER LLP

BARRISTERS AND SOLICITORS

100 MURAL STREET, SUITE 200

RICHMOND HILL, ON L4B 1J3

TELEPHONE: 905.731.4999 | FAX: 905.731.6986

Ext. 202
Email: pettle@litowitz.com

July 25, 2022
File No. 930082.373

Soil Engineers Ltd.
90 West Beaver Creek Road
Unit 100
Richmond Hill, ON L4B 1E7

Attention: To whom it may concern

RE: GREYSTONE (HOMESTEAD) LIMITED
Record of Site Condition
Part of West Part Lot 15 Concession 3 and Part of Road Allowance Between
Concessions 2 and 3, being Parts 1, 2, 3, 4 and 5 Plan 65R-38040, Town of
Georgina

I am solicitor for Greystone (Homestead) Limited, the registered owner of the above noted lands. I have reviewed the Plan of Survey dated March 23, 2022, prepared by E.R. Garden Limited, Ontario Land Surveyor, File No. 22-7966 and confirm the following:

All of the above noted lands are owned by Greystone (Homestead) Limited, in Fee Simple. There is no beneficial owner for the lands.

The legal description, property identification numbers, municipal address and assessment roll numbers for the Property on the Record Site Condition and as shown on Plan of Survey prepared by E.R. Garden Limited dated March 23, 2022 is as follows:

1.	Property Identification Number:	03490-0467 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part West Part Lot 15, Concession 3, North Gwillimbury, Parts 1 and 2, Plan 65R38040; S/T Easement over Part 2, Plan 65R-38040 as in R579624, Town of Georgina

Attachment 5 – Pre-Servicing Agreement Phase 1

SCHEDULE “B”, PAGE 2 of 5
CERTIFICATE OF OWNER’S SOLICITOR

4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

1.	Property Identification Number:	03490-0469 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part West Part Lot 15, Concession 3, North Gwillimbury, Part 3, Plan 65R-39826; Town of Georgina
4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

1.	Property Identification Number:	03490-0480 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part of Road Allowance Between Concessions 2 and 3, Parts 4 and 5, Plan 65R-38040 (Closed by By-Law R579622), Except Parts 1 to 10, Plan 65R-38614, S/T easement over Part 4, Plan 65R-38040 as in R579624; Town of Georgina
4.	Assessment Roll No.	
5.	Address	no municipal address for the site

Attachment 5 – Pre-Servicing Agreement Phase 1

**SCHEDULE “B”, PAGE 3 of 5
CERTIFICATE OF OWNER’S SOLICITOR**

I trust the foregoing is satisfactory, however, should you require any additional information, please do not hesitate to contact our office.

Yours very truly,
LITOWITZ PETTLE & SILVER LLP
Per:


Sheldon Pettie
:mc

SCHEDULE “B”, PAGE 4 of 5
CERTIFICATE OF OWNER’S SOLICITOR



Ext. 202
Email: pettle@litowitz.com

July 25, 2022
File No. 930082.373

Soil Engineers Ltd.
90 West Beaver Creek Road
Unit 100
Richmond Hill, ON L4B 1E7

Attention: To whom it may concern

RE: MIDDLEBURG DEVELOPMENTS INC.
Record of Site Condition
Part East Part Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of
Georgina

I am solicitor for Middleburg Developments Inc., being the registered owner of the above noted lands. I have reviewed the Plan of Survey dated October 30, 2007, prepared by E.R. Garden Limited, Ontario Land Surveyor, File No. 03-3590 and confirm the following:

All of the above noted lands are owned by Middleburg Developments Inc., in Fee Simple. There is no beneficial owner for the lands.

The legal description, property identification number, municipal address and assessment roll number for the Property on the Record Site Condition and as shown on Plan of Survey prepared by E.R. Garden Limited dated October 30, 2007 are as follows:

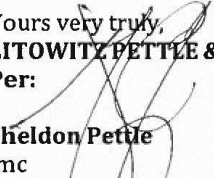
1.	Property Identification Number:	03490-0451 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part East Part Lot 15, Concession 3, North Gwillimbury, Part 1, Plan 65R30415, Town of Georgina
4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

Attachment 5 – Pre-Servicing Agreement Phase 1

**SCHEDULE “B”, PAGE 5 of 5
CERTIFICATE OF OWNER’S SOLICITOR**

Please note that PIN 03490-0246 (LT) as referenced in the aforementioned Plan of Survey was retired by the Registry Office on November 2, 2007 and re-entered as PIN 03490-0451.

Yours very truly,
LITOWITZ, PETTLE & SILVER LLP
Per:
Sheldon Pettie
:mc



SCHEDULE "C"
PLAN SHOWING LANDS SUBJECT TO THIS AGREEMENT



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SCHEDULE “D”
PRE-SERVICING WORKS TO BE CONSTRUCTED BY THE OWNER

Design and construction of the work described herein shall be in accordance with the reviewed engineering drawings as prepared by A.M. Candaras Associates Inc., Engineers for the development. Such review shall be signified by the signature of the Director on the drawings.

1. GENERAL - PRE-SERVICING WORKS

- a) Earth works and cut/fill of soil in Greystome-Middleburg Phase 1
- b) Construction of paved roads, including granular base, curbs, sidewalk, multi-use pathway, and sod to the street lines.
- c) Construction of underground utilities including telephone, cable TV, gas, fiber optic and hydro including the installation of streetlight fixtures in accordance with the Municipal Development Design Criteria, as amended, where applicable.
- d) Construction of a water distribution system, including various diameter mains, suitable looping, main valves, hydrant and hydrant valves, connections to the existing mains, 25mm single service connections to the street line including shut offs to all units, all to the satisfaction for the Director. Where construction of the water system is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- e) Construction of a sanitary sewer system consisting of various diameter sewers on the road allowance, crossing under the watercourse, manholes and 125mm single service connections to the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director. Where construction of the sanitary sewer is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- f) Construction of a storm sewer system including pipe, bedding, manholes, catchbasins, 150mm single service connections to the street line, including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director. Where construction of the storm sewer is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- g) Construction of a stormwater management facility and asphalt road as required by the Director for maintenance and access purposes, as per the approved drawing.
- h) Construction of a temporary construction access pad/mud mat on the construction entrance as shown on the approved plans.
- i) Construction of fencing as per the approved drawing.
- j) Construction of sediment controls as per approved drawing.

2. EXTERNAL WORKS

- a) Construction of a water distribution system along Old Homestead Road and within the easement to the south of the subdivision, including various diameter mains, main valves, hydrant and hydrant valves, connections to the existing mains, all to the satisfaction of the Director.
- b) Construction of a Sanitary system, including various connections to the existing sanitary mains on Medina Square, all to the satisfaction of the Director.

- c) Construction of culvert crossings under and along Oldhomestead Road
- d) Construction of 3.0m wide trail along the northern limits of the subdivision

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PAGE 1 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN
PHASE 1 - GREYSTONE

FT - 1
FEBRUARY 25, 2025 - 1254

GREYSTONE-MIDDLEBURG
RESIDENTIAL DEVELOPMENT

DESCRIPTION AND ESTIMATED COSTS OF WORKS FOR PRE SERVICING AGREEMENT
TO BE CONSTRUCTED BY THE DEVELOPER

PHASE 1 - GREYSTONE		
A	ESC & EARTHWORKS	\$ 364,110.00
B	STORM SEWER	\$ 1,345,326.00
C	STORMWATER MANAGEMENT FACILITY	\$ 881,825.00
D	SANITARY SEWER	\$ 1,133,890.00
E	WATERMAIN AND APPRUTENANCES	\$ 1,304,400.00
F	ROADWORKS AND SIDEWALKS	\$ 1,208,089.38
G	SIDEWALKS	\$ 110,730.00
H	DRIVEWAYS	\$ 84,750.00
I	RETAINING WALLS	\$ 105,710.00
	TOTAL	\$ 6,538,810.38

PAGE 2 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 2
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION A - ESC & EARTHWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
1.01	Supply, place, and maintain slit fence. Heavy duty with T-bars, page wire fence and Terrafix cloth, buried into ground.				
	a. single row (boundary)	130	m	\$ 25.00	\$ 3,250.00
	b. double row w straw bales between fences.	1,250	m	\$ 40.00	\$ 50,000.00
	c. single row (stock piles)	0	m	\$ 25.00	\$ -
1.02	Supply, place, and maintain swales through out site.	1,065	m	\$ 40.00	\$ 42,600.00
	note, swales can not be removed until storm sewers are installed and draining to SWM pond.				
1.03	Supply and place temp (450mm culvert) below haul route and swale crossing				
		22	m	\$ 500.00	\$ 11,000.00
1.04	Supply, place construction entrance and maintain mud mat as per Region and Town Standards.				
		1	LS	\$ 10,000.00	\$ 10,000.00
1.05	Supply, place and maintain silt trap on CB's and MH's.				
		44	ea	\$ 330.00	\$ 14,520.00
1.06	Supply, place and maintain rock check dam as per OPSD 219.210				
		17	ea	\$ 500.00	\$ 8,500.00
1.07	Supply and place concrete washout area as per detail in S-3.				
		1	ea	\$ 3,000.00	\$ 3,000.00
1.08	Supply and place haul road within the site. Includes topsoil back on abandoned haul road and hydro seed.				
		2,300	m2	\$ 15.00	\$ 34,500.00
1.09	Supply and place temp ESC basin structures as per S3 drawing details, which includes cut and fill temp pond, temporary outlet control structure, Emergency overflow weir riprap 10.0m Wide. 3:1 Side slopes. Match into existing along property line siltsoxx secured with stakes or rip-rap equivalent along property line, 43m of 450mm PVC @ 1.4% with perforated end, temporary ESC Plunge Pool with silt soxx secured with stakes or rip-rap equivalent and silt fencing. Min 600mm thick, 150mm-200mm Ø clear stone gravel jacket, min 300mm thick, 25mm-50mmØ clearstone to be wrapped with filter cloth, temporary level spreader				
	a. Install temporary 450mm PVC with perforation at end	43	m	\$ 500.00	\$ 21,500.00
	b. emergency overflow weir rip rap with 200mm-300mm placed 450mm deep on terrafix 270R filter cloth or approved equal	130	m3	\$ 220.00	\$ 28,600.00
	c. cut to fill of temporary sediment basin	1,130	m3	\$ 8.00	\$ 9,040.00
	d. cut and stockpile of temporary sediment basin	5,800	m3	\$ 10.00	\$ 58,000.00
	e. temporary siltsoxx	60	m	\$ 25.00	\$ 1,500.00
	f. Temporary level spreader (riverstone: 100-250 DIA. To 400mm DEPTH, firmly embedded into soil. Riverstone bedding: 50-150mm DIA. Compacted 200mm DEEP.	60	m3	\$ 180.00	\$ 10,800.00
	g. Temporary hickonbottom with 600mm thick -150mm-200mm DIA. Clearstone gravel jacket and 300mm thick 25-50mm DIA clear stone to be wrapped with filter cloth during construction	35	m3	\$ 180.00	\$ 6,300.00
	h. Galvanized steel 1.45mx1.45m anti-seepage collars, 2.8mm thick	2	ea.	\$ 1,000.00	\$ 2,000.00
	i. Temporary esc plunge pool. Refer to detail on plan S3 (silt soxx secured with stakes or rip-rap equivalent)	1	ea.	\$ 7,500.00	\$ 7,500.00

PAGE 3 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 3
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION A - ESC & EARTHWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
1.10	The Removal of structures and Abandon of temporary ECS works at SWM pond (ie hickonbottom, pipe, ect) once permanent structures are in place and operating. Include removal structure and materials, as well fill and compaction to standards.	1	ls	\$ 10,000.00	\$ 10,000.00
1.11	Supply and place new culverts, includes removal of existing; OHR and south berm.				
	a. Across OHR, 750mm dia CSP culverts 3 x 12m				Will be in the REGIONS security as it is in Region ROW. Also, for reference, it is included in cosburn nauboris estimate 1.1 Trail Item 10
	b. South berm, 750mm dia CSP culverts 3 x 14m	42	m	\$ 750.00	\$ 31,500.00
1.12	Supply and place 150mm topsoil from site, and hydroseed using MTO seed mix in disbured grass / vegetaged areas. Trail and Park area, (block 188, 189, 190, 191, 192, 194)				
					Not part of Pre-Servicing Scope, to be included in Subdivision Agreement security. For reference, this is included in cosburn nauboris estimate 1.1 Trail Item 1-6
TOTAL SECTION A - ESC & EARTHWORKS					\$ 364,110.00

PAGE 4 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 4
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION B - STORM AND APPURTANANCES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install storm sewers in accordance with the Municipality's and Ontario Provincial Standards and Specifications. Prices shall include; bedding, flushing, cleaning, video inspection, all appurtenances, complete restoration, and testing as per project specifications and the Town's standards and specifications. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town stnds, includes but not limited to flushing, CCTV, air test.					
SHOREVIEW CRESCENT					
2.01	375mm Diameter Storm Sewer PVC, MH22 - MH23	78.1	m	\$ 310.00	\$ 24,211.00
2.02	450mm Diameter Storm Sewer PVC, MH23 - MH24	74.9	m	\$ 450.00	\$ 33,705.00
2.03	450mm Diameter Storm Sewer PVC, MH24 - MH25	14.2	m	\$ 450.00	\$ 6,390.00
2.04	600mm Diameter Storm Sewer CONC, MH25 - MH26	69.8	m	\$ 745.00	\$ 52,001.00
2.05	300mm Diameter Storm Sewer PVC, MH20 - MH15	75.6	m	\$ 275.00	\$ 20,790.00
WITTEMAN WAY					
2.06	375mm Diameter Storm Sewer PVC, MH20 - MH21	86.4	m	\$ 310.00	\$ 26,784.00
2.07	450mm Diameter Storm Sewer PVC, MH21 - MH26	102.0	m	\$ 450.00	\$ 45,900.00
2.08	675mm Diameter Storm Sewer CONC, MH26 - DCBMH27	81.8	m	\$ 800.00	\$ 65,440.00
2.09	900mm Diameter Storm Sewer CONC, DCBMH27 - MH19	67.8	m	\$ 1,050.00	\$ 71,190.00
2.10	750mm Diameter Storm Sewer CONC, MH19 - MH18	12.3	m	\$ 900.00	\$ 11,070.00
2.11	750mm Diameter Storm Sewer CONC, MH18 - MH17	109.9	m	\$ 900.00	\$ 98,910.00
2.12	600mm Diameter Storm Sewer CONC, MH17 - MH16	76.0	m	\$ 745.00	\$ 56,620.00
2.13	450mm Diameter Storm Sewer PVC, MH16 - MH15	73.4	m	\$ 450.00	\$ 33,030.00
2.14	300mm Diameter Storm Sewer PVC, MH15 - MH14	46.0	m	\$ 275.00	\$ 12,650.00
GENERATION AVENUE					
2.15	450mm Diameter Storm Sewer PVC, MH16 - MH13 (Ph 1 length)	41.0	m	\$ 450.00	\$ 18,450.00
TALL TREES DRIVE					
2.16	600mm Diameter Storm Sewer CONC, MH17 - MH10 (Ph 1 length)	43.0	m	\$ 745.00	\$ 32,035.00
ITEM	DESCRIPTION	ESTIMATED DEPTH	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
SHOREVIEW CRESCENT					
2.17	Storm MH22 - 1200mm dia.	3.00	m		\$ 12,000.00
2.18	Storm MH23 - 1200mm dia.	3.04	m		\$ 12,000.00
2.19	Storm MH24 - 1200mm dia.	3.24	m		\$ 12,000.00
2.20	Storm MH25 - 1200mm dia.	3.43	m		\$ 12,500.00
2.21	Storm MH26 - 1800mm dia.	3.73	m		\$ 19,000.00
2.22	Storm MH20 - 1200mm dia.	3.24	m		\$ 12,000.00
2.23	Storm MH15 - 1200mm dia.	3.50	m		\$ 12,500.00
WITTEMAN WAY					
2.24	Storm MH21 - 1200mm dia.	3.36	m		\$ 12,500.00
2.25	Storm MH19 - 1800mm dia.	3.12	m		\$ 21,000.00
2.26	Storm MH18 - 1500mm dia.	3.11	m		\$ 18,000.00
2.27	Storm MH17 - 1800mm dia. with drop structure	5.13	m		\$ 28,000.00
2.28	Storm MH16 - 1500mm dia.	4.08	m		\$ 18,000.00
2.29	Storm MH14 - 1200mm dia.	3.11	m		\$ 12,000.00
2.30	Single CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	36	ea	\$ 6,600.00	\$ 237,600.00
2.31	Double CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	8	ea	\$ 11,000.00	\$ 88,000.00
2.32	STM Service Connection	113	ea.	\$ 1,850.00	\$ 209,050.00
2.33	600mm CULVERT under 3.0m wide trail (13.0m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.34	600mm CULVERT under 3.0m wide trail (12.5m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.35	600mm CULVERT under 3.0m wide trail (16.5m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.36	300mm CULVERT under 3.0m wide trail	Included in cosburn nauboris estimate 1.1 Trail Item 11			
TOTAL SECTION B - STORM AND APPURTENANCES					\$ 1,345,326.00

PAGE 5 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 5
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION C - SWM POND					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install storm sewers in accordance with the Municipality's and Ontario Provincial Standards and Specifications. Prices shall include; bedding, flushing, cleaning, video inspection, all appurtenances, complete restoration, and testing as per project specifications and the Town's standards and specifications. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town stds, includes but not limited to flushing, CCTV, air test.					
SWM Inlet					
3.01	1050mm Storm Sewer Conc DCBMH27 - MH28	57.7	m	\$ 1,300.00	\$ 75,010.00
3.02	1050mm Storm Sewer Conc MH28 - HW1	19.0	m	\$ 1,300.00	\$ 24,700.00
SWM Outlet					
3.03	675mm Storm Sewer CONC HW2 - MH29 QCS	11.2	m	\$ 850.00	\$ 9,520.00
3.04	675mm Storm Sewer CONC MH29 QCS - HW3	36.7	m	\$ 850.00	\$ 31,195.00
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
SWM Inlet					
3.05	2400mm Storm OPSD 701.013 DCBMH27	3.17	m		\$ 25,000.00
3.06	2400mm Storm OPSD 701.013 MH28	2.53	m		\$ 24,000.00
3.07	HW1 OPSD 804.040 w grating as per OPSD 804.050	1	ea	\$ 85,000.00	\$ 85,000.00
SWM Outlet					
3.08	HW2 OPSD 804.040 w grating as per OPSD 804.050	1	ea	\$ 85,000.00	\$ 85,000.00
3.09	3000mm x 2400mm BOX MH29 with QCS of 400mm weir, clean out riser, orifice, 600mm perforated PVC, galvanize dhoney comb grating	2.05	ea		\$ 120,000.00
3.10	HW3 OPSD 804.040 w grating as per OPSD 804.050	1	ea	\$ 85,000.00	\$ 85,000.00
POND APPURTENANCES					
3.11	Construct emergency Overflow Weir, Cable Concrete - 7.0m x 18.6m	130.0	m2	\$ 235.00	\$ 30,550.00
3.12	Construct pond overland spillway, Cable Concrete - 4.2m x 20m	82.0	m2	\$ 235.00	\$ 19,270.00
3.13	Supply and place riprap spillway 300mm DIA, 600mm DEEP, 4m WIDE with filter cloth.	30.0	m2	\$ 65.00	\$ 1,950.00
3.14	Supply and Place the 4.0m pond access road as per detail on C2 (40mm HL3, 75mm HL8, 150mm Gran A, 250mm Gran B)	635	m ²	\$ 65.00	\$ 41,275.00
3.15	200mm terraweb filled with topsoil and seed	200	m ²	\$ 60.00	\$ 12,000.00
3.16	Supply and place sediment, plunge pool, sediment forebay overflow spillway, riprap spillways, 3m wide platform. (Include removal of temporary pond structures)				
	a) plunge pool (remove temp pond structures)	1	ea	\$ 27,300.00	\$ 27,300.00
	b) sediment forebay with overflow spillway and any other leftover cut and fill work	1	ea	\$ 35,000.00	\$ 35,000.00
	c) 3.0m wide platform	930	m2	\$ 83.50	\$ 77,655.00
3.17	Drying Area - S&P Supply and place topsoil (300mm depth of 50mm C.R.L. with 150mm Topsoil & sod)	400.0	m2	\$ 30.00	\$ 12,000.00
3.18	Permanent Dewatering Sump as per detail	2.0	LS	\$ 6,200.00	\$ 12,400.00
3.19	S&P retaining wall, includes stamped shop plans along pond	In Section I			
3.20	S&P railing on top of wall	In Section I			
3.21	3m Wide Swale with 2.25m WIDE x 1.0m DEEP x 200m LONG Infiltration Trench wrapped in non-woven filter cloth	600.0	m2	\$ 80.00	\$ 48,000.00
TOTAL SECTION C - SWM POND					\$ 881,825.00

PAGE 6 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 6
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION D - SANITARY SEWER					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install sanitary sewers in accordance with the Municipality's and Ontario Provincial Stnds and Specs. Prices shall include; bedding, flushing, cleaning, video inspection, FROST STRAPS, all appurtenances, complete restoration, and testing as per project specifications and the Town's and specifications as per General Note on Plan C1. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town stnds, Includes but not limited to flushing, CCTV, air test.					
TALL TREES DRIVE					
4.01	200mm Dia. Sanitary Sewer PVC, MH10A-MH17A (Ph 1 length)	39.0	m	\$ 580.00	\$ 22,620.00
GENERATION AVENUE					
4.02	200mm Dia. Sanitary Sewer PVC, MH13A - MH16A (Ph 1 length)	36.0	m	\$ 330.00	\$ 11,880.00
WITTEMAN WAY					
4.03	200mm Diameter Sanitary Sewer PVC, MH14A - MH15A	44.2	m	\$ 280.00	\$ 12,376.00
4.04	200mm Diameter Sanitary Sewer PVC, MH15A - MH16A	73.2	m	\$ 280.00	\$ 20,496.00
4.05	200mm Diameter Sanitary Sewer PVC, MH16A - MH17A	82.0	m	\$ 330.00	\$ 27,060.00
4.06	200mm Diameter Sanitary Sewer PVC, MH17A - MH18A	108.3	m	\$ 580.00	\$ 62,814.00
4.07	200mm Diameter Sanitary Sewer PVC, MH18A - MH19A	14.6	m	\$ 280.00	\$ 4,088.00
4.08	200mm Diameter Sanitary Sewer PVC, MH19A - MH20A	60.1	m	\$ 330.00	\$ 19,833.00
4.09	200mm Diameter Sanitary Sewer PVC, MH20A - MH29A	15.8	m	\$ 330.00	\$ 5,214.00
4.10	200mm Diameter Sanitary Sewer PVC, MH21A - MH22A	92.3	m	\$ 280.00	\$ 25,844.00
4.11	200mm Diameter Sanitary Sewer PVC, MH22A - MH27A	102.4	m	\$ 280.00	\$ 28,672.00
4.12	200mm Diameter Sanitary Sewer PVC, MH27A - MH28A	71.0	m	\$ 330.00	\$ 23,430.00
4.13	200mm Diameter Sanitary Sewer PVC, MH28A - MH29A	15.5	m	\$ 330.00	\$ 5,115.00
SHOREVIEW CRESCENT					
4.14	200mm Diameter Sanitary Sewer PVC, MH23A - MH24A	70.4	m	\$ 430.00	\$ 30,272.00
4.15	200mm Diameter Sanitary Sewer PVC, MH24A - MH25A	73.2	m	\$ 380.00	\$ 27,816.00
4.16	200mm Diameter Sanitary Sewer PVC, MH25A - MH26A	16.9	m	\$ 330.00	\$ 5,577.00
4.17	200mm Diameter Sanitary Sewer PVC, MH26A - MH27A	67.8	m	\$ 280.00	\$ 18,984.00
PARK BLOCK / CHANNEL					
4.18	200mm Diameter Sanitary Sewer PVC, MH31A - MH32A	76.6	m	\$ 280.00	\$ 21,448.00
4.19	200mm Diameter Sanitary Sewer PVC, MH32A - MH23A	56.7	m	\$ 280.00	\$ 15,876.00
ACCESS BLOCK 197					
4.20	250mm Diameter Sanitary Sewer PVC, MH29A - MH30A	53.0	m	\$ 450.00	\$ 23,850.00
4.21	250mm Diameter Sanitary Sewer PVC direction drill with sleeve, see drawing, MH30A - EX SAN MH 1107	50.6	m	\$ 4,800.00	\$ 242,880.00

PAGE 7 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 7
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION D - SANITARY SEWER					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
WITTEMAN WAY					
4.22	Sanitary MH14A, 1200mm Dia.	3.45	m		\$ 13,000.00
4.23	Sanitary MH17A, 1200mm Dia. with drop structure	5.53	m		\$ 28,000.00
4.24	Sanitary MH18A, 1200mm Dia.	3.53	m		\$ 13,000.00
4.25	Sanitary MH19A, 1200mm Dia.	3.48	m		\$ 13,000.00
4.26	Sanitary MH20A, 1200mm Dia.	3.49	m		\$ 13,000.00
4.27	Sanitary MH22A, 1200mm Dia.	3.79	m		\$ 13,000.00
4.28	Sanitary MH27A, 1200mm Dia.	4.05	m		\$ 14,000.00
4.29	Sanitary MH28A, 1200mm Dia.	3.49	m		\$ 13,000.00
4.30	Sanitary MH29A, 1200mm Dia.	3.68	m		\$ 13,000.00
SHOREVIEW CRESCENT					
4.31	Sanitary MH15A, 1200mm Dia.	4.22	m		\$ 14,000.00
4.32	Sanitary MH21A, 1200mm Dia.	3.61	m		\$ 13,000.00
4.33	Sanitary MH23A, 1200mm Dia. with safety platform OPSD 404.020	5.15	m		\$ 28,000.00
4.34	Sanitary MH24A, 1200mm Dia.	4.47	m		\$ 16,000.00
4.35	Sanitary MH25A, 1200mm Dia.	3.65	m		\$ 13,000.00
4.36	Sanitary MH26A, 1200mm Dia.	3.82	m		\$ 13,000.00
PARK BLOCK / CHANNEL					
4.37	Sanitary MH32A, 1200mm Dia.	2.62	m		\$ 11,000.00
4.38	Sanitary MH31A, 1200mm Dia.	3.55	m		\$ 13,000.00
ACCESS BLOCK 197					
4.39	Sanitary MH30A, 1200mm Dia.	3.15	m		\$ 13,000.00
4.40	SAN Service Connections	113	ea.	\$ 1,865.00	\$ 210,745.00
TOTAL SECTION C - SANITARY AND APPURTENANCES					\$ 1,133,890.00

PAGE 8 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 8
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION D - WATERMAINS AND APPURTENANCES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install watermain and appurtenances in accordance with the Town's and Ontario Provincial Standards Drawings and Specifications. Including all appurtenances necessary for installation including but not limited to; mechanical plugs and blow-offs at watermain stubs, horizontal and vertical bends, tees, thrust blocking, reducers, test points as required, trace wire, 12 lbs zinc anode, flushing, swabbing, hydrostatic testing, chlorinating, bacteriological testing connections to existing mains, all restoration as per project specifications and the Town's standards and specifications as per General Notes on Plan C1. Includes temp loops, plugs & blow offs. all testing of new Watermain to Town stds, Includes but not limited to pressure testing, swabbing, chlorination, bacteriological test, test points.					
TALL TREES DRIVE					
5.01	150mm Dia PVC Watermain (Ph 1 length)	36	m	\$ 250.00	\$ 9,000.00
5.02	Supply and place hydrants and valves. Incl's anti tampering device	0	ea.	\$ 9,200.00	\$ -
5.03	Supply and place 150mm Dia. Valves (Ph 1 length)	1	ea.	\$ 2,400.00	\$ 2,400.00
5.04	150mm TEE	0	ea.	\$ 1,000.00	\$ -
GENERATION AVENUE					
5.05	150mm Dia PVC Watermain (Ph 1 length)	38	m	\$ 250.00	\$ 9,500.00
5.06	Supply and place hydrants and valves. Incl's anti tampering device	0	ea.	\$ 9,200.00	\$ -
5.07	Supply and place 150mm Dia. Valves (Ph 1 length)	1	ea.	\$ 2,400.00	\$ 2,400.00
5.08	250mm x 250mm x 150mm TEE	0	ea.	\$ 1,400.00	\$ -
WITTEMAN WAY					
5.09	150mm Dia PVC Watermain	365	m	\$ 250.00	\$ 91,250.00
5.10	Supply and place 150mm Dia. Valves	8	ea.	\$ 2,400.00	\$ 19,200.00
5.11	250mm Dia PVC Watermain	250	m	\$ 320.00	\$ 80,000.00
5.12	Supply and place 250mm Dia. Valves	7	ea.	\$ 4,600.00	\$ 32,200.00
5.13	Supply and place hydrants and valves. Includes anti tampering device	6	ea.	\$ 9,200.00	\$ 55,200.00
5.14	250mm x 250mm x 150mm TEE	2	ea.	\$ 1,400.00	\$ 2,800.00
5.15	250mm TEE	2	ea.	\$ 1,200.00	\$ 2,400.00
5.16	Supply and place 250mm x 150mm Reducer	1	ea.	\$ 900.00	\$ 900.00
5.17	150mm TEE	2	ea.	\$ 1,000.00	\$ 2,000.00
SHOREVIEW CRESCENT					
5.18	150mm Dia PVC Watermain	425	m	\$ 250.00	\$ 106,250.00
5.19	Supply and place 150mm Dia. Valves	5	ea.	\$ 2,400.00	\$ 12,000.00
5.20	Supply and place hydrants and valves. Includes anti tampering device	2		\$ 9,200.00	\$ 18,400.00
ACCESS BLOCK 197					
5.21	150mm Dia PVC Watermain	65	m	\$ 250.00	\$ 16,250.00
5.22	150mm Dia PVC Watermain (horizontal directional drilling)	45	m	\$ 4,500.00	\$ 202,500.00
5.23	Supply and place 150mm Dia. Valves	1	ea.	\$ 2,400.00	\$ 2,400.00
5.24	Supply and place 150mm Dia. Air release valve @ Medina Square	1	ea.	\$ 9,000.00	\$ 9,000.00
PARK BLOCK / CHANNEL					
5.25	250mm Dia PVC Watermain	115	m	\$ 320.00	\$ 36,800.00
5.26	Supply and place 250mm Dia. Valves	1	ea.	\$ 4,600.00	\$ 4,600.00
5.27	Supply and place connection to existing line	3	ea.	\$ 10,000.00	\$ 30,000.00
5.28	Testing & commissioning of watermain system, internal	1.0	ea.	\$ 10,000.00	\$ 10,000.00
5.29	Supply & place water services, internally	113	ea.	\$ 1,850.00	\$ 209,050.00
BETWEEN LOT 99 & 100 (6.0m WM easement)					
5.30	250mm Dia PVC Watermain	50	m	\$ 320.00	\$ 16,000.00
5.31	250mm Dia PVC Watermain (horizontal directional drilling)	65	m	\$ 4,800.00	\$ 312,000.00
5.32	Supply and place 150mm Dia. Valves	1	ea.	\$ 2,400.00	\$ 2,400.00
5.33	Locate existing WM plug & connect with new 250mm WM	1	LS	\$ 7,500.00	\$ 7,500.00
TOTAL SECTION D - WATERMAINS AND APPURTENANCES					\$ 1,304,400.00

PAGE 9 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 9
PHASE 1 - GREYSTONE					FEBRUARY 25, 2025 - 1254
SECTION E - ROADWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION F - ROADWORKS					
6.01	Fine grade road allowance to subgrade, Blvd. to 0.15m, Includes shaping, grading and compaction	38,970	m2	\$ 0.50	\$ 19,485.00
6.02	LOCAL ROADS; Supply and place pavement structure, including compaction.				
	a. 350mm Granular 'B'	11,975.0	m2	\$ 21.00	\$ 251,475.00
	b. 150mm Granular 'A'	11,400.0	m3	\$ 10.00	\$ 114,000.00
	c. 50mm HL-8	10,900.0	m3	\$ 14.00	\$ 152,600.00
	d. 40mm HL-3	10,900.0	m3	\$ 15.00	\$ 163,500.00
6.03	Adjustments include all roads				
	a. Adjust MHs to top asphalt	31.0	ea.	\$ 625.00	\$ 19,375.00
	b. Adjust CBs to top asphalt	36.0	ea.	\$ 500.00	\$ 18,000.00
	c. Adjust DCBs to top asphalt	8.0	ea.	\$ 750.00	\$ 6,000.00
6.05	Supply and place two stage concrete curb and gutter				
	a. Base	2165.0	m	\$ 55.00	\$ 119,075.00
	b. Top	2165.0	m	\$ 80.00	\$ 173,200.00
6.06	Supply and place continuous perforated 150mm subdrain with filter sock in granular 'A'	2165.0	m	\$ 22.00	\$ 47,630.00
6.08	Provide Lap Joint where new pavement matches into existing	242	m	\$ 17.50	\$ 4,239.38
	Supply and place street line painting				
6.10	TEMPORARY	1	LS	\$ 2,850.00	\$ 2,850.00
6.11	PERMANENT COLD PLASTIC	1	LS	\$ 8,550.00	\$ 8,550.00
	Supply and place TEMPORARY street signage				
	a. Name	16.0	ea.	\$ 400.00	\$ 6,400.00
	b. Stop	6.0	ea.	\$ 350.00	\$ 2,100.00
	c. No Parking Rb-51	27.0	ea.	\$ 260.00	\$ 7,020.00
	d. Unassumed Road	1.0	ea.	\$ 450.00	\$ 450.00
	e. No Dumping	1.0	ea.	\$ 350.00	\$ 350.00
	Supply and place PERMANENT street signage				
	a. Name	16.0	ea.	\$ 450.00	\$ 7,200.00
	b. Stop	6.0	ea.	\$ 475.00	\$ 2,850.00
	c. No Parking	27.0	ea.	\$ 360.00	\$ 9,720.00
6.13	Supply and place 3 x 450mm culverts at OHR & Whiltmann. (include rip-rap spillways at both ends)	144	m	\$ 500.00	\$ 72,000.00
6.14	Supply and place 3.0m walking trail.	Included in cosburn nauboris estimate 1.1 Trail Item 8			
6.15	Supply and place 3.0m Boardwalk with boardwalk footing	Included in cosburn nauboris estimate 1.1 Trail Item 12			
TOTAL SECTION F - ROADWORKS					\$ 1,208,069.38
SECTION G - SIDEWALKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
7.01	Supply and place 1.7m sidewalk. 125 conc and 150mm granular 'A'. Cost to include all necessary preparations and backfilling. When the sidewalk is located adjacent to an existing property the backfill and sod or driveway asphalt repair will be included and completed to the satisfaction of the engineer	1,137	m	\$ 90.00	\$ 102,330.00
7.02	S&P tactile warning plates	14	ea.	\$ 600.00	\$ 8,400.00
TOTAL SECTION G - SIDEWALKS					\$ 110,730.00
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION H - DRIVEWAYS					
8.01	Supply and place driveway aprons	113	ea.	\$ 750.00	\$ 84,750.00
TOTAL SECTION H - DRIVEWAYS					\$ 84,750.00
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION I - RETAINING WALL					
9.01	S&P retaining wall, Includes stamped shop plans along pond	112.6	m2	\$ 800.00	\$ 90,080.00
9.02	S&P 1.50m chainlink fence on top of wall	104.2	m	\$ 150.00	\$ 15,630.00
TOTAL SECTION I - RETAINING WALL					\$ 105,710.00

ESTIMATED COST OF THE WORKS

cosburn nauboris LTD
landscape architects

LANDSCAPE COST ESTIMATE

GREYSTONE MIDDLEBURG
TOWN OF GEORGINA

March 28, 2024

PROJECT# 2053

Description	Size	Estimated Quantity	Unit	Unit Price	Estimated Total Price
1.0 TRAIL WORKS					
1.1 TRAIL					
1 Fine Grade and Seed - Block 188 (Park)		3,683	sq.m.	\$ 3.00	\$ 11,049.00
2 Fine Grade and Seed - Block 189 (Park)		1,131	sq.m.	\$ 3.00	\$ 3,393.00
3 Fine Grade and Seed - Block 190 (Park)		405	sq.m.	\$ 3.00	\$ 1,215.00
4 Fine Grade and Seed - Block 191 (Park)		14,339	sq.m.	\$ 3.00	\$ 43,017.00
5 Fine Grade and Seed - Block 192 (Park)		4,027	sq.m.	\$ 3.00	\$ 12,081.00
6 Fine Grade and Seed - Block 194 (30m Watercourse Buffer)		13,140	sq.m.	\$ 3.00	\$ 39,420.00
7 Asphalt Paving (Multi-use Path)		3,126	sq.m.	\$ 40.00	\$ 125,040.00
8 Asphalt Paving (Trail)		3,224	sq.m.	\$ 40.00	\$ 128,960.00
9 Culverts at Old Homestead Road Trail - 12m	750mm	3	ea.	\$ 15,000.00	\$ 45,000.00
10 Culverts at Water Crossings - +/-14m	600mm	3	ea.	\$ 13,500.00	\$ 40,500.00
11 Culvert - 9m	300mm	1	ea.	\$ 3,500.00	\$ 3,500.00
12 Pedestrian Bridge and Abutment		38	l.m	\$ 1,500.00	\$ 57,000.00
13 Tactile Walking Surface Indicators (Multi-use Path)	600mm	16	ea.	\$ 500.00	\$ 8,000.00
14 Tactile Walking Surface Indicators (Trail)	600mm	15	ea.	\$ 500.00	\$ 7,500.00
1.0 TRAIL WORKS SUBTOTAL					\$ 525,675.00
1.2 SEATING NODES, P-GATES AND SIGNAGE					
1 Poured Concrete Paving		16	sq.m	\$ 120.00	\$ 1,920.00
2 Bench		2	ea.	\$ 2,200.00	\$ 4,400.00
3 Waste/Recycling Receptacles		2	pair	\$ 3,000.00	\$ 6,000.00
4 Entry P-Gate (double)		4	pair	\$ 3,500.00	\$ 14,000.00
5 Interpretive Sign		3	ea.	\$ 2,000.00	\$ 6,000.00
6 Trail Signage		3	ea.	\$ 1,000.00	\$ 3,000.00
1.2 SEATING NODES, P-GATES AND SIGNAGE SUBTOTAL					\$ 35,320.00
1.3 PLANTING					
1 Cash in lieu for Ecological offsetting woodland (\$36,850/ha) Includes: design, Construction, Woodland plant material (2100 trees, shrubs), monitoring and maintenance		20,937	sq.m	\$ 3.69	\$ 77,152.85
1.3 PLANTING SUBTOTAL					\$ 77,152.85
1.0 TRAIL WORKS SUBTOTAL					\$ 638,147.85



ESTIMATED COST OF THE WORKS

						PROJECT# 2053
Description		Size	Estimated Quantity	Unit	Unit Price	Estimated Total Price
2.0 SUBDIVISION WORKS						
2.1 FENCES AND GATES						
1	Acoustic Wood Fence - Cedar	2000mm	250	l.m.	\$ 600.00	\$ 150,000.00
2	Acoustic Wood Fence - Cedar	1800mm	49	l.m.	\$ 575.00	\$ 28,175.00
3	Acoustic Gate - Cedar	2000mm	7	ea.	\$ 450.00	\$ 3,150.00
4	Acoustic Gate - Cedar	1800mm	2	ea.	\$ 450.00	\$ 900.00
5	Privacy Wood Fence - Pressure Treated	1800mm	418	l.m.	\$ 225.00	\$ 94,050.00
6	Black Vinyl Chain Link Fence	1800 ht.	728	l.m.	\$ 95.00	\$ 69,160.00
7	Black Vinyl Chain Link Fence	900 ht.	29	l.m.	\$ 55.00	\$ 1,595.00
8	Privacy Wood Gate - Cedar	1800mm	21	ea.	\$ 300.00	\$ 6,300.00
2.1 FENCES AND GATES SUBTOTAL						\$ 353,330.00
2.2 STREETSCAPE PLANTING						
1	Deciduous Tree	60mm	205	ea.	\$ 450.00	\$ 92,250.00
2.2 STREETSCAPE PLANTING SUBTOTAL						\$ 92,250.00
2.3 POND PLANTING						
1	Deciduous Tree	45mm	57	ea.	\$ 350.00	\$ 19,950.00
2	Deciduous Tree	200cm	58	ea.	\$ 300.00	\$ 17,400.00
3	Deciduous Tree	150cm	58	ea.	\$ 250.00	\$ 14,500.00
4	Coniferous Tree	200cm	28	ea.	\$ 500.00	\$ 14,000.00
5	Coniferous Tree	150 cm	28	ea.	\$ 400.00	\$ 11,200.00
6	Deciduous Shrub	100cm	479	ea.	\$ 50.00	\$ 23,950.00
7	Deciduous Shrub	80cm	480	ea.	\$ 40.00	\$ 19,200.00
8	Deciduous Shrub	60cm	480	ea.	\$ 35.00	\$ 16,800.00
9	Aquatic Plugs		3,707	ea.	\$ 7.50	\$ 27,802.50
10	Terraseed - Edge and Fringe Seed Mixture and Nurse Crop		5,765	sq.m.	\$ 2.50	\$ 14,412.50
2.3 POND PLANTING SUBTOTAL						\$ 179,215.00
2.0 SUBDIVISION WORKS SUBTOTAL						\$ 624,795.00
3.0 COST SUMMARY						
1.0 TRAIL WORKS SUBTOTAL						\$ 638,147.85
2.0 SUBDIVISION WORKS SUBTOTAL						\$ 624,795.00
3.0 COST SUMMARY SUBTOTAL						\$ 1,262,942.85
13% HST						\$ 164,182.57
TOTAL						\$ 1,427,125.42



SCHEDULE 'F'

SUMMARY OF PAYMENTS AND SECURITIES

PAYMENTS:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, payment of the agreement preparation fee being \$8,644.
2. The Owner agrees that they shall pay an amount of 5.4% of the value of all the works and services to be constructed by the Owner in any phase, as estimated by the Owner's consultant and confirmed by the Director towards the Town's engineering fees.
3. The Owner agrees that they shall pay all peer review costs incurred by the Town pursuant to Clause 3.2.

SECURITIES:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of **\$250,000.00 to guarantee completion of works and as a road fouling deposit.**
2. Prior to the undertaking of any external works the Owner shall provide to the Town, in form and content satisfactory to the Town Solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of 100% of the cost of such works. The Owner shall first provide the Director with a detailed cost estimate for his review and acceptance of such costs for purposes of determining the security amount.
3. Prior to the registration of the Pre-servicing Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor as follows. An amount equal to one hundred percent (100%) of the estimated costs of the works and services as detailed in Schedule 'E' ('Estimate of Costs of Construction') hereto, to guarantee the construction and installation of all the works and services in accordance with the specifications as provided herein.
4. In the event that the Town draws upon any security required herein the Owner agrees to re-establish the total aggregate amount within ten (10) days of the date of the use or this Agreement shall be considered to be in default.

SCHEDULE "G"

LIST OF APPROVED PLANS AND DRAWINGS

The Owners covenant and agree to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the following plans/drawings and as prepared by:

CIVIL ENGINEER: a.m. candaras associates consulting engineers

G1	-	GENERAL ABOVEGROUND PLANS
G2	-	GENERAL UNDERGROUND PLANS
GR1 – GR5	-	GRADE CONTROL PLANS
GG1	-	CURB & GUTTER GRADE PLAN
X1	-	OLD HOMESTEAD ROAD & FLOODPLAN/WATERCOURSE BUFFER CROSS-SECTION PLANS
X2 TO X4	-	CHANNEL CROSS-SECTION PLANS
X5	-	BOAEDWALK AND NIDA STREET CROSS-SECTION PLANS
P1	-	WITTEMAN WAY (-0+013.300 TO 0+160.000)
P2	-	WITTEMAN WAY (0+160.000 TO 0+320.000)
P3	-	WITTEMAN WAY (0+320.000 TO 0+440.000)
P4	-	WITTEMAN WAY (0+440.000 TO 0+694.430)
P5	-	SHOREVIEW CRESCENT (-0+009.750 TO 0+180.000)
P6	-	SHOREVIEW CRESCENT (0+013.780 TO 0+173.000)
P7	-	MAYFIELD AVENUE (0+180.000 TO 0+329.460)
P8	-	GENERATION AVENUE (-0+008.250 TO 0+184.500)
P9	-	TALL TREES DRIVE (-0+008.250 TO 0+200.000)
P10	-	TALL TREES DRIVE (0+200.000 TO 0+400.000)
P11	-	TALL TREES DRIVE (0+400.000 TO 0+581.780)
P12	-	SERVICING OUTLET (0+220.000 TO 0+445.000) WATERMAIN EASEMENT (-0+007.900 TO 0+134.910)
P13	-	SWM FACILITY INLET (-0+010.000 TO 0+035.470)
P14	-	SWM FACILITY INLET (0+000.000 TO 0+085.800)
P14	-	OLD HOMESTEAD ROAD (0+000.000 TO 0+320.000)
P15	-	OLD HOMESTEAD ROAD (0+320.000 TO 0+640.000)
P16	-	OLD HOMESTEAD ROAD (0+640.000 TO 0+943.800)
S1	-	STORM DRAINAGE AREA PLANS
S2	-	SANITARY DRAINAGE AREA PLANS
S3	-	CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL PLAN- STAGE 1
S4	-	CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL PLAN- STAGE 2
S5	-	CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL DETAILS PLAN
PR1	-	PARKING, STREET SIGNAGE & FENCING PLAN
FP1	-	FUNCTIONAL PLAN INTERSECTION AT WOODBINE (BY CANDEVCON GROUP INC.)
C1	-	STORMWATER MANAGEMENT FACILITY PLAN
C2	-	STORMWATER MANAGEMENT FACILITY CONSTRUCTION DETAILS PLAN
C3	-	CONSTRUCTION NOTES & DETAILS PLAN
C4	-	CONSTRUCTION DETAILS PLAN
C5	-	REAR YARD INFILTRATION TRENCH DETAILS PLAN

LANDSCAPE PLANS: cosburn nauboris Ltd

L1 – L4	-	LANDSCAPE PLANS
L5	-	PARK FACILITY FIT
L6	-	REGIONAL LANDSCAPE PLANTING PLANS
LW1	-	SWM POND RESTORATION PLAN
LD1 TO LD2	-	DETAILS PLANS

LW-D1 - SWM POND DETAILS
TP1 TO TP4 - TREE ASSESSMENT & PRESERVATION PLANS
TP5 - TREE ASSESSMENT & PRESERVATION PLAN / TREE
INVENTORY LIST
TP6 - YORK REGION TREE INVENTORY LIST
TP7 - DETAILS PLAN

STREETLIGHTING PLANS (BY RTG SYSTEMS INC.)
SL-1 TO SL3- STREETLIGHT SYSTEM PLANS
SL-4 - STREETLIGHT DETAIL SHEET PLAN

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SCHEDULE “H”
CONSTRUCTION MANAGEMENT PLAN

*** To be provided by the Owner ***

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SCHEDULE "I"

BUILDING PERMIT RELEASE CHECKLIST

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED:

- ☐ Consulting Engineers Building Permit Release Request and Certification stating that all storm, sanitary, and water systems including the Stormwater Management (SWM) Facility are complete and operational
- ☐ Electrical Engineers Certificate of Completion
- ☐ ESA Approval Certificate
- ☐ Clearance from the Town's Electrical Contractor regarding the operation of streetlights
- ☐ Storm and Sanitary Sewers – Flush and video inspection report and deficiencies rectified
- ☐ Written clearance from Waterworks – Fire hydrants, secondary valves and mainline valves are all functional and the new watermain is placed in service
- ☐ A certificate shall be submitted by a qualified Geotechnical Engineering Consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances. The certificate shall be stamped and signed by the issuing Engineer.
- ☐ Fire Break Plan to be submitted for the Building Division
- ☐ Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- ☐ Storm Sewer – Deflection test (pig test)* and air test for PVC sewers
- ☐ Sanitary Sewer - Testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.*
***All sewers shall be cleaned and flushed prior to testing
- ☐ Traffic signs – Street signs, regulatory signs as required, unassumed road signs
- ☐ All SWM facilities including outfalls are complete and operational
- ☐ Valves and valve chambers, hydrants and pedestals shall be fenced
- ☐ Road structure including granular, base curb and base course asphalt

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- ☐ Storm and Sanitary Sewers – Visual inspection of benching, MH's, covers, CB's and RLCB's
- ☐ Testing and commissioning of sanitary pumping station (if required)
- ☐ Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

- ☐ Watermain – Testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning

All installation and testing shall be as per Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings and approved Engineering Drawings.

To view any plans, sketches, drawings, and/or reports referenced in this agreement, please contact the Development Engineering Division at the Town of Georgina, 26557 Civic Centre Road, Keswick, Ontario L4P 3G1.

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Attachment 6 – Pre-Servicing Agreement Phase 2

THE CORPORATION OF THE TOWN OF GEORGINA

MIDDLEBURG DEVELOPMENTS INC.

GREYSTONE-MIDDLEBURG PHASE 2 SUBDIVISION

**PLAN OF SUBDIVISION 19T-14G01
OLD HOMESTEAD ROAD, KESWICK**

PRE-SERVICING AGREEMENT

INDEX TO THE AGREEMENT

PART I DEFINITIONS AND SCOPE OF AGREEMENT

- 1.1 Definitions
- 1.2 Lands Affected
- 1.3 Scope of Agreement
- 1.4 Requirement to Enter into a Development Agreement
- 1.5 Duties and Obligations

PART II ENGINEER

PART III FINANCIAL PAYMENTS AND SECURITY

- 3.1 Payments to the Town
- 3.2 Peer Review Fees
- 3.3 Tax Arrears
- 3.4 Designated Charges and Imposed Rates
- 3.5 Lawful Levies and Rates
- 3.6 Development Charges
- 3.7 Securities for Works and Road Fouling Deposit
- 3.8 Security Amounts
- 3.9 Security Maintenance
- 3.10 Release of Securities
- 3.11 Payment of Water Used for Flushing Pipelines

PART IV LIABILITY INSURANCE AND INDEMNITY

- 4.1 Liability Insurance
- 4.2 Indemnification

PART V CONSTRUCTION OF WORKS

- 5.1 Design and Specifications
- 5.2 Earthworks Regulations
- 5.3 Dust Control
- 5.4 Access to the Development
- 5.5 Commencement of Construction
- 5.6 Inspections by the Director
- 5.7 Incomplete or Faulty Work
- 5.8 Acceptance of the Works
- 5.9 Maintenance and Repair of the Works
- 5.10 Approval to Pre-Service
- 5.11 Construction Hours
- 5.12 Construction Management Plan
- 5.13 Street Signs

Attachment 6 – Pre-Servicing Agreement Phase 2

5.14 Drinking Water Works Permit

PART VI FOULING OF ROADWAYS

PART VII CONSTRUCTION ACT

PART VIII GENERAL PROVISIONS

- 8.1 Inspections by Town Staff
- 8.2 Qualitative or Quantitative Tests
- 8.3 Approvals
- 8.4 Trees and Tree Compensation

PART IX PRE-REGISTRATION BUILDING PERMITS

- 9.1 Pre-Registration/ Model Homes Permits
- 9.2 Building Requirements
- 9.3 Individual Lot/Block Grading Plans
- 9.4 Building Permits
- 9.5 Accessory Buildings, Additions and Swimming Pools
- 9.6 Urban Design Guidelines and Architectural Design Guidelines
- 9.7 Street Names

PART X FIRE PROTECTION REQUIREMENTS

- 10.1 Emergency Access to Lands
- 10.2 Fire Protection and Access
- 10.3 Fire Breaks
- 10.4 Hydrant Anti-Tampering Devices
- 10.5 House Numbers
- 10.6 Open Burning of Materials

PART XI SPECIAL PROVISIONS

PART XII DEFAULT BY THE OWNER

PART XIII ADMINISTRATION

PART XIV ADDRESS OF THE TOWN, OWNER AND ENGINEER

PART XV INTERPRETATION

PART XVI GOVERNING LAW

PART XVII LIST OF SCHEDULES

- 17.1 Schedule 'A' - Description of Lands Subject to this Agreement
- 17.2 Schedule 'B' - Certificate of the Owner's Solicitor as to Ownership of the Lands
- 17.3 Schedules 'C' – Plan Showing Lands Subject to this Agreement
- 17.4 Schedule 'D' – Pre-Servicing Works to be Constructed by the Owner
- 17.5 Schedule 'E' - Estimate of Costs of Works
- 17.6 Schedule 'F' – Summary of Payments and Securities

Attachment 6 – Pre-Servicing Agreement Phase 2

17.7 Schedule 'G' - List of Approved Plans and Drawings

17.8 Schedule 'H' - Construction Management Plan

17.9 Schedule 'I' - Building Permit Release Check List

Agreement Drafted: February 26, 2025

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Attachment 6 – Pre-Servicing Agreement Phase 2

THIS AGREEMENT is made in duplicate, this ____ day of March 2025.

B E T W E E N:

MIDDLEBURG DEVELOPMENTS INC., a company duly
incorporated under the laws of the Province of Ontario

hereinafter called the "OWNER"

OF THE FIRST PART:

- and -

THE CORPORATION OF THE TOWN OF GEORGINA,

hereinafter called the "TOWN"

OF THE SECOND PART:

WHEREAS the Owner has represented to the Town that it is the owner of certain lands as described in Schedule "A" hereto (the "Lands"), and has received draft plan approval for Draft Plan of Subdivision 19T-14G01, as shown in Schedule "C" hereto;

AND WHEREAS the Owner has not yet satisfied the conditions of draft plan approval and the Plan of Subdivision has not yet been registered;

AND WHEREAS the Owner proposes to construct municipal services, hereinafter referred to as the "Works", prior to the registration of the Plan of Subdivision;

AND WHEREAS the Town agrees to permit said Works provided the Owners enter into this Agreement, which sets out the terms and conditions of the Town's permission to construct the said Works;

NOW THEREFORE this Agreement witnesseth that in consideration of the Town permitting the pre-servicing of the Lands prior to registration of the Plan of Subdivision, the covenants hereinafter expressed and other good and valuable consideration, the Owner and the Town (the "Parties") hereto covenant and agree, one with the other, as follows:

PART I DEFINITIONS AND SCOPE OF AGREEMENT:

1.1 Definitions

In this Agreement:

- a) **"Agreement"** means this Pre-Servicing Agreement and the schedules attached hereto;
- b) **"Director"** means the Director of Development Services of the Town of Georgina or persons so designated to act on his behalf;
- c) **"Engineer"** means a Professional Engineer retained by the Owner in accordance with Part II hereof;
- d) **"Lands"** means the lands and premises described in Schedule 'A';
- e) **"Town"** means The Corporation of the Town of Georgina.
- f) **"Region"** means the Regional Municipality of York;
- g) **"Works"** means the construction of earth movement and infrastructure on the

Attachment 6 – Pre-Servicing Agreement Phase 2

Lands as indicated on the drawings in Schedule “G” and as described in Schedule “D”.

1.2 Lands Affected

This Agreement applies to the Lands. The Owner’s solicitor named in the Certificate attached hereto as Schedule ‘B’ confirms the registered ownership of the Lands.

1.3 Scope of Agreement

The Owner agrees to construct and complete at its expense and in a good workmanlike manner all the Works, as described in Schedule ‘D’. The Works shall be constructed in accordance with accepted engineering drawings to the satisfaction of the Director and the Owner shall complete, perform and/or make payment for such other matters as may be provided for herein.

1.4 Requirement to Enter into a Development Agreement

This Agreement does not relieve the Owner from the requirement to enter into a Subdivision Agreement or any other relevant Agreement with the Town prior to registration of the Plan of Subdivision.

1.5 Duties and Obligations

This Agreement shall define the obligations and duties of the Owner with respect to pre-servicing the Lands and without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided, the nature and specifications thereof, payments required to be made to the Town, and such other matters as are more specifically set out herein.

PART II ENGINEER

The Owner agrees to retain a Professional Engineer skilled and competent in the Works herein contemplated. This said Engineer shall carry out all necessary work to supervise the design, layout, inspection and maintenance required for the construction of the Works herein referred to and to remedy any defects as required. Such Engineer or a successor thereto shall continue to be retained until the Works provided for in this Agreement are completed and formally accepted by the Town.

PART III FINANCIAL PAYMENTS AND SECURITY

3.1 Payments to the Town

The Owner covenants and agrees to pay to the Town the amounts set out in Schedule ‘F’ hereto. The Owner further acknowledges the Town’s right and requirement to assess levies on all Lots and Blocks within the Plan of Subdivision.

The Owner agrees that in the event the payments received by the Town pursuant to Schedule ‘F’ are not required, or likely to be required, wholly or in part, by reason of the Owner undertaking the development of the Plan of Subdivision, such proceeds may then be expended for such other general or specific purposes as the Town shall, at its absolute discretion, determine.

3.2 Peer Review Fees

In the event that the Town requires the services of its Peer Review Consultants respecting the works contemplated herein, the Owner covenants and agrees to pay all requisite invoices within fifteen (15) days of submission by the Town to the Owner of any such invoices.

Attachment 6 – Pre-Servicing Agreement Phase 2

3.3 Tax Arrears

The Owner covenants and agrees to pay all arrears of taxes outstanding against the Lands, prior to the execution of this Agreement by the Town.

3.4 Designated Charges and Imposed Rates

The Owner agrees to commute and pay forthwith, prior to the execution of this Agreement by the Town, designated charges and imposed rates now or to be assessed and levied upon the Lands, including but not limited to levies under the *Ontario Water Resources Act*, the *Public Utilities Act*, the *Municipal Drainage Act* and the *Municipal Act, 2001*.

3.5 Lawful Levies and Rates

The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the Lands on the basis of and in accordance with the assessment and collector's roll entries until such time as the Lands being subdivided have been assessed and entered on the collector's roll according to the registered Plan of Subdivision.

Notwithstanding the Works to be constructed and installed by the Owner, the services to be performed and the payments to be made pursuant to this Agreement, the Lands in the Plan of Subdivision shall remain liable in common with all other assessable property in the Town to all lawful rates and levies of the Town.

Interest shall be payable by the Owner to the Town on all sums of money payable under this Agreement which are not paid within thirty (30) days from the due date, or within such other period(s) as may be specifically provided for herein. The rate of interest payable shall be fifteen percent (15%) per annum.

3.6 Development Charges

The Owner acknowledges that a Development Charge shall be payable on each Lot and/or Block within the Plan of Subdivision, prior to the issuance of a building permit for said Lot and/or Block. The Development Charge shall be calculated at the time of payment in accordance with all applicable by-laws passed pursuant to the *Development Charges Act, 1997*, and any amendments thereto.

3.7 Securities for Works and Road Fouling Deposit

Prior to execution of this Agreement, the Owner agrees to make a cash deposit or provide a Letter of Credit in the amount of two hundred and fifty thousand dollars (\$250,000.00) to the Town, which may be used by the Town to clean any streets leading to or within the subdivision which have been fouled, or to repair any damage to any streets and appurtenances thereon or leading thereto which has been caused by the operations of the Owner, its contractors, agents or workers. This will also include overall site maintenance and site stabilization as may be deemed necessary by the Director.

3.8 Security Amounts

Prior to the execution of this Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town in an amount equal to one hundred percent (100%) of the estimated costs of the Works, as detailed in Schedule 'E' hereto ('Estimate of Costs of Works'), to guarantee the construction and installation of the Works in accordance with the specifications as provided herein.

3.9 Security Maintenance

The Owner agrees that in the event that the Town draws upon any security pursuant to this Agreement, the Owner shall re-establish the total aggregate amount

Attachment 6 – Pre-Servicing Agreement Phase 2

within ten (10) days of the date of such draw, or this Agreement shall be considered to be in default.

3.10 Release of Securities

All securities provided pursuant to this Agreement shall only be released at the Owner's request subsequent to the execution of the future Subdivision Agreement and to the satisfaction of the security requirements of that agreement.

3.11 Payment of Water Used for Flushing Pipelines

The Owner agrees to pay for all water used during flushing programs post watermain commissioning. This fee would not be part of "construction water" and the Owner will be billed based on the flushing frequency determined by the Operations and Infrastructure Department and back charged at the current water rate plus 15% administration cost.

PART IV LIABILITY INSURANCE AND INDEMNITY

4.1 Liability Insurance

Prior to the execution of this Agreement by the Town, the Owner covenants and agrees to supply to the Town:

- a) General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) in a form satisfactory to the Town, including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof and non-owned automobile, which shall contain a cross liability/severability of interest clause, and the Town, The Regional Municipality of York and the Lake Simcoe Region Conservation Authority shall be named as additional insureds.
- b) The policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- c) In the event that the Owner fails to maintain insurance as required the Town shall have the right to provide and maintain such insurance, and the Owner shall pay the cost thereof to the Town within fourteen (14) days of written notice by the Town.
- d) Evidence of insurance must be satisfactory to the Town and shall be provided prior to the signing of the Agreement, and shall remain in effect until final acceptance of the Works as provided for in this Agreement.
- e) As determined by the Town, the Owner may be required to provide and maintain additional insurance coverage(s) related to this Agreement.

4.2 Indemnification

The Owner shall indemnify and save harmless the Town and its officers, employees, agents and elected and appointed officials from and against all claims, demands, losses, damages, costs (including reasonable legal costs), actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to the injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever arising in relation to the development of the subdivision, including, without limitation, the construction and/or maintenance of all or any of the Works or the lack of maintenance of such Works by the Owner in accordance with this Agreement, from the date of commencement of any Works until final acceptance thereof by the Town.

PART V CONSTRUCTION OF WORKS

5.1 Design and Specifications

Attachment 6 – Pre-Servicing Agreement Phase 2

Notwithstanding any reviews, approvals, criticisms or modifications given by the Town or its consultants, neither the Town, the Director nor the Town's Consulting Engineer shall in any way be responsible for the design drawings or the plans and specifications related to the Works, and the Owner shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required herein will function as intended and contemplated.

5.2 Earthworks Regulations

The Owner covenants and agrees that any fill material to be imported to the Lands for the purpose of engineered fill will comply with the testing regulations established under Part 4, Item 4.1.h. of the Town's Site Alteration By-law 2022-0038 (REG-1), as may be amended. The Owner further covenants and agrees to obtain full approval from the Town and any other applicable agencies prior to any fill importation.

It is further understood that pursuant to the development exemption within the said by-law, the imposition of the Municipal Services Fee in Schedule 'A' to the by-law does not apply.

5.3 Dust Control

The Owner agrees to implement appropriate dust control measures as deemed necessary by the Director. This may include but is not limited to applications of water or other dust control preventatives at any and all times during construction.

5.4 Access to the Development

The Owner covenants and agrees that access to the proposed subdivision during the period of construction shall be by way of OLD HOMESTEAD ROAD via Woodbine Avenue only. All other frontages of the Lands shall not be used for construction traffic.

5.5 Commencement of Construction

The Owner covenants and agrees to give to the Town seven (7) days' notice in writing of the date upon which construction of any Works shall commence.

5.6 Inspections by the Director

The Owner acknowledges that the Director may inspect the construction of Works under any contract, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said Works itself. If, at any time, the construction of any of the Works is not, in the opinion of the Director, being carried out in accordance with good engineering practice, the Director may issue instructions to the Owner and/or to the Engineer to take such steps as the Director deems necessary to procure compliance with the provisions of this Agreement. Such instructions may be written or may be verbal, in which case the Director shall confirm them in writing within forty-eight (48) hours. In the event that neither the Owner nor the Engineer is present at the site of the Works to receive such verbal instruction, the Director may require the contractor or contractors or workers to cease work forthwith and is hereby authorized to order such work to cease.

5.7 Incomplete or Faulty Work

In the event that the Director deems that the pre-servicing work being carried out is not in accordance with the reviewed plans, specifications, or timelines as per the approved construction schedule, he may order the contractor to stop further work and the Town may draw upon the securities posted pursuant to Part III of this Agreement and secure the site if required for purposes of public safety using proceeds received from such security, provided the Director gives seven (7) days' notice in writing requiring the

Attachment 6 – Pre-Servicing Agreement Phase 2

Owner to comply with the reviewed plans and specifications or to proceed with completion of the Works.

5.8 Acceptance of the Works

Acceptance of the Works is subject to the provisions set forth in this Agreement and any future Subdivision Agreement.

5.9 Maintenance and Repair of the Works

The Owner covenants and agrees to maintain all the Works as provided for in this Agreement free from defects and to repair and rectify any defect which may occur when required by the Director. Satisfactory completion of the maintenance period shall be in accordance with the provisions of the future Subdivision Agreement.

5.10 Approval to Pre-Service

The Owner acknowledges and agrees that the Town's approval to pre-service the Lands is granted to accommodate and assist the Owner. Approval to pre-service shall not be construed as final approval of the Plan of Subdivision, and the Owner assumes all risks of pre-servicing without final approval of the Plan of Subdivision.

5.11 Construction Hours

Working hours are to be between 7:00 AM and 7:00 PM Monday to Saturday, and all operations shall comply with the Town's Noise By-law 2003-0075 (PWE-1), as amended.

5.12 Construction Management Plan

The Owner covenants and agrees to submit for the approval of the Director and to carry out all matters identified in its Construction Management Plan, including but not limited to:

- Site access;
- Parking;
- Surface encroachment;
- Storage – on and off site;
- Hoarding;
- Traffic management;
- Site containment and security;
- Deliveries and removals;
- Noise by-law and hours of operation;
- Staging; and,
- Neighbourhood liaison plan and key contact information.

5.13 Street Signs

Prior to the issuance of any building permit or the placement of base course asphalt, the Owner covenants and agrees to erect permanent street signs and traffic control signage according to specifications approved by the Director on all street intersections in the subdivision, and to maintain same until all grading of roads and boulevards has been completed and final acceptance of the subdivision occurs.

The Owner shall further supply and install traffic signs as directed by the Director. The type of signs required shall include, but not be limited to, 'Private Roads - Use at Own Risk', stops signs, speed limit signs, parking signs, checkerboard signs, no heavy truck signs, no through traffic signs and dead end signs.

5.14 Drinking Water Works Permit

Attachment 6 – Pre-Servicing Agreement Phase 2

The Owner agrees that the proposed watermain design and construction shall meet all conditions of the Town's Drinking Water Works Permit No. 119-201, including the requirement that "The watermain addition, modification, replacement or extension will not adversely affect the distribution system's ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions", regardless of the system being privately owned and operated.

PART VI FOULING OF ROADWAYS

The Owner covenants and agrees not to foul the roads and streets within the proposed Plan of Subdivision and those public highways leading to the Lands, and further agrees to provide the necessary persons and equipment to be available on twenty-four (24) hours' notice at all times to keep the public highways, roads and streets leading to and within the Lands clean, and if, in the opinion of the Director, such roads do not meet with these requirements, then the necessary work to bring them into compliance herewith shall, at the Town's option, be carried out by the Town at the Owner's expense.

PART VII CONSTRUCTION ACT

Upon receiving notice or upon any liens being filed pursuant to the *Construction Act* which may affect any portion of the Lands in which the Town may have an interest, the Owner shall be deemed to be in default of this Agreement. Upon discovering such default, the Town may forthwith give the Owner notice in writing of the said lien or claim and the Owner shall be allowed to cure or remedy such default by discharging or vacating the said lien to the satisfaction of the Town within ten (10) days of such notice.

If such default is not remedied or cured as above, the Town may, notwithstanding any other remedies it may have, draw upon any Letter of Credit or other security which may be held pursuant to this Agreement to secure its interests and may pay into Court any amount provided in the *Construction Act* as may be necessary therefor.

The Owner shall provide a statutory declaration that it has paid all contractors, sub-contractors and consultants associated with the construction of the Works and complied fully with the provisions of the *Construction Act*.

PART VIII GENERAL PROVISIONS

8.1 Inspections by Town Staff

The Town, by its officers, staff, Peer Review consultants, servants and agents may enter on the Lands, and any building(s) erected thereon, to ensure the proper completion of the Works.

8.2 Qualitative or Quantitative Tests

The Director may require qualitative or quantitative tests made of all materials which have been or are proposed to be used in the construction of any works or services required by this Agreement. All testing shall conform to the Ontario Provincial Standard Specifications and the Town's Development Design Criteria, as amended, and the costs of such tests shall be paid by the Owner within fourteen (14) days of any account therefor being rendered by the Town.

8.3 Approvals

The Owner agrees that no work shall be commenced without the written approval of the Director and it is understood that any approval(s) given by the Director prior to the registration of the Plan of Subdivision shall not be binding upon the Town nor on the Director, and any works undertaken by the Owner prior to the registration of the

Attachment 6 – Pre-Servicing Agreement Phase 2

said Plan shall be solely at its own risk.

Any approvals given by the Town shall be subject to any and all approvals required by any other governmental authority.

8.4 Trees and Tree Compensation

The Owner covenants and agrees to protect and preserve, where possible, all healthy trees located on the Lands. Removal of any trees shall be subject to the approval of the Town and to The Regional Municipality of York's Forest Conservation current by-laws, and shall be conducted in accordance with the approved Tree Assessment Study and Preservation Plan. All agency approvals of the Tree Assessment Study and Preservation Plan shall be submitted to the Town prior to commencement of any work on the Lands.

Prior to, during and following construction, the Lands shall be thoroughly inspected by an environmental inspector, who will be retained at the Owner's expense and whose credentials shall be acceptable to the Town. The arborist and project administrator shall report to the environmental inspector on matters relating to tree preservation and management, and the environmental inspector shall, in turn, report to the Town.

In the event that all necessary tree cutting has not been completed by May 8, no additional tree cutting will take place until after the bird nesting season date of August 31 established in the conditions of draft plan approval unless otherwise approved by the Town.

Clearance from the Town or a representative thereof is required for the location of the protective fencing.

Where trees will be lost to development, the Owner agrees to compensate the Town, first through additional planting in tree compensation areas identified within the Master Landscaping and Tree Planting Plan, and thereafter, if required, in areas outside of the Lands approved by the Town, or through financial contribution in lieu thereof. Tree compensation shall be finalized prior to any works commencing on the Lands.

PART IX PRE-REGISTRATION BUILDING PERMITS

9.1 Pre-Registration/ Model Homes Permits

The Town hereby agrees to the construction by the Owners of pre-registration homes prior to the registration of the Plan of Subdivision, subject to the provisions of this Agreement and pursuant to the Town's Zoning By-law 500, as amended.

It is mutually agreed by the parties hereto that pursuant to By-law 500, as amended, a maximum of **20%** of the units in each phase, to a maximum of **Sixty (60)** units for the whole of the Lands, may be constructed on the Lands prior to the registration of the Plan of Subdivision.

9.2 Building Requirements

The Owner covenants and agrees that all buildings shall be designed, located and constructed to ensure a reasonable mix of styles, materials and colours for adjacent houses.

The Owner further covenants and agrees not to permit occupancy of any building. The Engineer shall consider all existing and future street intersections in the overall siting of homes to minimize any potential impact.

9.3 Individual Lot/Block Grading Plans

Attachment 6 – Pre-Servicing Agreement Phase 2

In addition to the requirements of Clause 9.4 of this Agreement, no building permit shall be issued for the construction of a building on any Lot or Block until an individual lot or block Grading Plan prepared by a professional engineer has been approved by the Engineer and submitted to the Director. The individual Grading Plan shall indicate the proposed siting of the building, its design and main floor elevation and its grading, sodding and 'as built' municipal service information.

9.4 Building Permits

Prior to the issuance of any preregistration home building permits on any Lot or Block within the Lands, the Owner shall:

- a) Provide the Town with a cash deposit or Letter of Credit in the cumulative amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to guarantee completion of the grading of up to a maximum of fifty (50) lots in accordance with the Grade Control Plan. Multiple deposits may be required should any one builder have more than fifty (50) Lots. This deposit may further be used by the Town to repair any grading deficiencies or damages to municipal works, including damage to the roadway, curb and gutter, sidewalk or boulevard sodding, and to clean and remove any matter fouling any public highway as a result of any work being undertaken on said Lots by the builder or builders. If at any time during the construction of the homes on a particular phase of the subdivision, the Director determines that problems have occurred that would take more than the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to repair, then the Town may give the Owner notice of such and the Owner shall have thirty (30) days from the giving of such notice to provide the necessary additional security, failing which the Town shall be authorized to hold any securities of the Owner that have theretofore been placed with the Town for any purpose as security for the doing of such reasonably necessary repair work. Acceptance of the Works is subject to the provisions set forth in the future Subdivision Agreement;
- b) Submit a cash payment in accordance with By-law Number 2011-0015 (PL-7), as amended by By-law Number 2012-0050 (PL-7) and By-law Number 2017-0116 (PL-7), in the amount of \$363.00 per residential unit for Plot Plan Review;
- c) Submit a cash payment in the amount of the Development Charge applicable to the said Lot or Block as the case may be;
- d) Provide a cash payment in an amount determined by the Director for each residential unit, to be used by the Town for the supply and installation of an appropriately sized water meter in accordance with current Town standards;
- e) Fulfill the requirements of clauses:
 - 5.13 Street Signs
 - 9.3 Individual Lot/Block Grading Plans
 - 9.7 Street Names
 - 10.2 Fire Protection and Access
 - 10.3 Fire Breaks
 - 10.5 House Numbersas well as other applicable clauses in this Agreement not identified above;
- f) The Owner agrees that no building permit will be applied for or issued until the Town is satisfied that all requirements in Schedule 'D' are completed and that adequate road access, including base course asphalt, municipal water supply, storm and sanitary sewers, storm drainage facilities, utilities and street lighting are available to service the development.
- g) The Engineer shall ensure that the grading and sodding is completed on each Lot to the satisfaction of the Director, within one (1) year of the date of issuance of the

Attachment 6 – Pre-Servicing Agreement Phase 2

building permit for said Lot. The Owner hereby acknowledges the Town's right, notwithstanding any other remedies it may have, to draw upon any security it may hold and to enter onto the Lot upon default and perform any work it deems necessary, all at the cost of the Owner.

- h) The Owner covenants and agrees not to permit occupancy of any building for which a building permit has been issued pursuant to this Agreement.

9.5 Accessory Buildings, Additions and Swimming Pools

The Owner shall not construct or apply for a building permit to construct any accessory building, addition to an existing building or swimming pool until the individual lot grading plan has been appropriately amended and approved by the Director.

9.6 Urban Design Guidelines and Architectural Design Guidelines

- a) Prior to the issuance of any building permits, the Owner shall prepare Urban Design Guidelines and Architectural Design Guidelines to the satisfaction of the Town. The Architectural Design Guidelines shall complement and be in conformity with the associated Urban Design Guidelines.
- b) The Owner agrees that:
 - i. all development shall proceed in accordance with the Town approved Urban Design and Architectural Design Guidelines;
 - ii. a control architect shall be retained at the cost of the Owner with the concurrence of the Town to ensure compliance with the approved Urban Design and Architectural Design Guidelines. Where possible the control architect shall be the same architect that prepared the Architectural Design Guidelines; and,
 - iii. prior to the submission of the individual building permit applications, the control architect shall have stamped and signed the drawings certifying compliance with the Urban Design and Architectural Design Guidelines.

The Town may undertake periodic reviews to ensure compliance with the Urban Design and Architectural Design Guidelines. Should inadequate enforcement be evident, the Town may cease to accept drawings stamped by the control architect and retain another control architect for this purpose at the expense of the Owner.

9.7 Street Names

The Owner covenants and agrees that the streets on the proposed Plan of Subdivision shall bear names satisfactory to the Town and The Regional Municipality of York and shall, prior to placement of base course asphalt or issuance of a building permit on any road, erect permanent street signs and traffic control signage according to specifications approved by the Director on all street intersections in the development and maintain same.

PART X FIRE PROTECTION REQUIREMENTS

10.1 Emergency Access to Lands

The Owner covenants and agrees to provide emergency access to the Lands in such locations as may be required by the Town's Fire Chief.

10.2 Fire Protection and Access

The Owner acknowledges and agrees that building permits will not be issued for any dwelling unless the Lot upon which a dwelling is to be constructed is situated within ninety

Attachment 6 – Pre-Servicing Agreement Phase 2

(90) metres of an operating fire hydrant and the abutting roadway or any roadway required to access the said Lot is constructed at least to base course asphalt, which is to be maintained by the Owner. The Owner shall ensure that all mainline and secondary watermain valves are operating and open as required, and that all fire hydrants are operating and available for firefighting purposes.

10.3 Fire Breaks

The Owner covenants and agrees to provide firebreaks for the development pursuant to the requirement(s) of the Town's Fire Chief and Chief Building Official.

10.4 Hydrant Anti-Tampering Devices

Upon acceptance by the Director of the testing and charging of the water distribution system, whether in whole or in part, the Owner shall have installed on each fire hydrant an anti-tampering device of style and manufacture acceptable to the Director. Said devices shall remain in place and be maintained by the Owner until final acceptance by the Town. The devices shall then become the property of the Town.

10.5 House Numbers

Prior to the issuance of a building permit, the Owner covenants and agrees that all house numbers for use within the Lands shall be the numbers allocated by the Town. To obtain such numbers, the Owner shall furnish to the Town a copy of the Plan of Subdivision to be registered on title to the Lands, upon which the Town will designate the number of each lot.

Prior to occupancy, all dwelling units shall be furnished with house numbers assigned by the Town, which shall be permanently affixed on the front of each dwelling in such a manner as to be visible from the street and suitably illuminated.

10.6 Open Burning of Materials

The Owner covenants and agrees to comply with the Town's by-law(s) regulating the open burning of materials and to obtain the necessary permits from the Town's Fire Department in accordance with By-law 2000-0071 (REG-1), as amended.

PART XI SPECIAL PROVISIONS

11.1 Prior to the registration of any phase of the Plan of Subdivision to be registered on title to the Lands, the Owner shall agree in the Subdivision Agreement to make necessary upgrades and improvements at the Connell Water Booster Station, including but not limited to upgrading the jokey pump to a standard duty pump, at the Owner's expense and to the satisfaction of the Director.

11.2 The Owner shall agree in the Subdivision Agreement that the Lands will accept the stormwater flows from all external lands that currently drain through the Lands.

PART XII DEFAULT BY THE OWNER

12.1 The Owner shall be in default under this Agreement if one of the events listed below occurs:

- (a) the Owner makes an assignment in bankruptcy or is petitioned into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3;
- (b) the Owner makes a proposal to Creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36;
- (c) the Owner, being a corporation, is dissolved;

Attachment 6 – Pre-Servicing Agreement Phase 2

- (d) the Owner sells all or any portion of the Lands without the consent of the Town; or,
- (e) the Owner fails to make any Payments or post any Securities required under Schedule 'F'.

12.2 In the event of a default by the Owner, the Town may retain and utilize all Payments and Securities to complete, or have the Town's retained agents complete, all obligations of the Owner pursuant to this Agreement, and the Town may, if it is required to incur expenses that exceed the amount of the Payments and Securities received from the Owner, claim against the Owner for all costs incurred by the Town, including the expense of paying for Town staff to see that the obligations of the Owner are fulfilled.

12.3 As an alternative to the Town's rights under Section 12.2, the Town may also retain all Payments and Securities provided by the Owner as liquidated damages for the expenses already incurred by the Town up to the time of the breach, and may terminate this Agreement, with the parties having no further obligations to each other or rights under this Agreement.

PART XIII ADMINISTRATION

13.1 The Owner consents to the registration by the Town of this Agreement upon the title to the Lands, at the sole discretion of the Town.

13.2 The Owner shall obtain and register a discharge, consent or postponement of any mortgage or other encumbrance on the Lands, at its expense, with the intent that any prior encumbrancer will postpone any right or interest which it may have in the Lands, so that this Agreement shall take effect as though executed and registered prior to the creation of the right or interest of such party. Any such discharge, consent or postponement shall be in form and substance satisfactory to the Town's Solicitor, and shall be provided prior to the execution of this Agreement by the Town.

13.3 The Owner shall pay all of the Town's costs with respect to the preparation, review, and registration of this Agreement and any other required documents, including but not limited to any applicable subsearch, execution search and registration fees.

13.4 It is declared and agreed that this Agreement, the covenants contained herein and the Schedules attached hereto shall enure to the benefit of the Town and shall be binding upon the respective successors and assigns of the Owner.

13.5 Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Owner has obtained any and all approvals required to be obtained from The Regional Municipality of York and the Lake Simcoe Region Conservation Authority, and nothing herein shall relieve the Owner from obtaining all approvals required by any governmental authority.

PART XIV ADDRESS OF THE TOWN, OWNER AND ENGINEER

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

14.1 **Town**

If made to the Town, addressed to:

The Corporation of the Town of Georgina
26557 Civic Centre Road
Keswick, Ontario L4P 3G1
Attention: Rachel Dillabough, Town Clerk
Phone: (905) 476-4301 / Fax: (905) 476-1475

Attachment 6 – Pre-Servicing Agreement Phase 2

11.2

Owners

If made to the Owner, addressed to:

Middleburg Developments Inc.
23 Lesmill Rd., Suite 111, Toronto, ON M3B 3P6
Attention: David Brand
Email: David Brand <dbrand@brandgroup.ca>
Phone: Tel: 416-291-1613 Fax: 416-291-1373

14.3

Engineer

If made to the Engineer, addressed to:

a.m. candaras associates consulting engineers
8551 Weston Road, Suite 203
Woodbridge, Ontario L4L 9R4
Attention: Don Roughley
Email: Don Roughley <don@amcai.com>
Phone: (905) 850-8020 / Fax: (905) 850-8099

or such other address of which the Owner and/or Engineer has notified the Director in writing. All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid mail. If notice is given by mail, the same shall be effective five (5) business days after being deposited with the postal office.

PART XV INTERPRETATION

15.1 This Agreement is to be read with all changes in gender or number as required by the context.

15.2 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

15.3 The part numbers and headings, sub-headings 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.

PART XVI GOVERNING LAW

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

PART XVII LIST OF SCHEDULES

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

- 17.1 Schedules 'A'
Description of Lands Subject of this Agreement
- 17.2 Schedules 'B'
Certificate of the Owner's Solicitor as to Ownership of the Lands
- 17.3 Schedule 'C'
Plan Showing Lands Subject to this Agreement
- 17.4 Schedule 'D'
Pre-Servicing Works to be Constructed by the Owner
- 17.5 Schedule 'E'

Attachment 6 – Pre-Servicing Agreement Phase 2

Estimate of Costs of Works

- 17.6 Schedule ‘F’
 Summary of Payments and Securities
- 17.7 Schedule ‘G’
 List of Approved Plans and Drawings
- 17.8 Schedule ‘H’
 Construction Management Plan
- 17.9 Schedule ‘I’
 Building Permit Release Check List

DRAFT

Attachment 6 – Pre-Servicing Agreement Phase 2

IT IS HEREBY DECLARED that this Agreement and the covenants, provisos, conditions and schedules herein contained shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

WHENEVER the singular and masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neuter where the context of the parties hereto require.

WITNESS the corporate seals of each of the parties hereto, attested to by the hands of their proper signing officers duly authorized in that behalf, as of the day first above written.

) MIDDLEBURG DEVELOPMENTS INC.

)

)

)

)

)

) David Brand, President

) I have the authority to bind the corporation.

)

)

)

~~THE CORPORATION OF THE TOWN OF GEORGINA~~

)

)

)

)

) Margaret Quirk, Mayor



)

)

~~) We have the authority to bind the court~~

~~7. We have the authority to bind the corporation~~

Attachment 6 – Pre-Servicing Agreement Phase 2

SCHEDULE “A” DESCRIPTION OF THE LANDS SUBJECT TO THIS AGREEMENT

THOSE CERTAIN LANDS situated in the Town of Georgina, in the Regional Municipality of York and being composed of the following:

Legal Description:

1. Part West Part of Lot 15, Concession 3, North Gwillimbury, Parts 1 and 2, Plan 65R38040; S/T Easement over Part 2, Plan 65R-38040 as in R579624, Town of Georgina
2. Part West Part of Lot 15, Concession 3, North Gwillimbury, Part 3, Plan 65R-39826; Town of Georgina
3. Part of Road Allowance Between Concessions 2 and 3, Parts 4 and 5, Plan 65R-38040 (Closed by By-Law R579622), Except Parts 1 to 10, Plan 65R-386 14, S/T easement over Part 4, Plan 65R- 38040 as in R579624; Town of Georgina
4. Part East Part of Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of Georgina

Attachment 6 – Pre-Servicing Agreement Phase 2

SCHEDULE “B”, PAGE 1 of 2
CERTIFICATE OF OWNER’S SOLICITOR

LPS

LITOWITZ PETTLE & SILVER LLP

BARRISTERS AND SOLICITORS

100 MURAL STREET, SUITE 200

RICHMOND HILL, ON L4B 1J3

TELEPHONE: 905.731.4999 | FAX: 905.731.6986

Ext. 202
Email: pettle@litowitz.com

July 25, 2022
File No. 930082.373

Soil Engineers Ltd.
90 West Beaver Creek Road
Unit 100
Richmond Hill, ON L4B 1E7

Attention: To whom it may concern

RE: MIDDLEBURG DEVELOPMENTS INC.
Record of Site Condition
Part East Part Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of
Georgina

I am solicitor for Middleburg Developments Inc., being the registered owner of the above noted lands. I have reviewed the Plan of Survey dated October 30, 2007, prepared by E.R. Garden Limited, Ontario Land Surveyor, File No. 03-3590 and confirm the following:

All of the above noted lands are owned by Middleburg Developments Inc., in Fee Simple. There is no beneficial owner for the lands.

The legal description, property identification number, municipal address and assessment roll number for the Property on the Record Site Condition and as shown on Plan of Survey prepared by E.R. Garden Limited dated October 30, 2007 are as follows:

1.	Property Identification Number:	03490-0451 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part East Part Lot 15, Concession 3, North Gwillimbury, Part 1, Plan 65R30415, Town of Georgina
4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

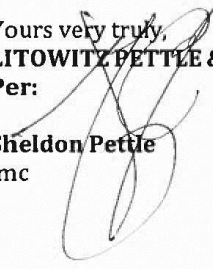
Attachment 6 – Pre-Servicing Agreement Phase 2

SCHEDULE “B”, PAGE 2 of 2

CERTIFICATE OF OWNER’S SOLICITOR

Please note that PIN 03490-0246 (LT) as referenced in the aforementioned Plan of Survey was retired by the Registry Office on November 2, 2007 and re-entered as PIN 03490-0451.

Yours very truly,
LITOWITZ PETTLE & SILVER LLP
Per:


Sheldon Pettie
:mc

SCHEDULE "C"
PLAN SHOWING LANDS SUBJECT TO THIS AGREEMENT



**SCHEDULE “D”
PRE-SERVICING WORKS TO BE CONSTRUCTED BY THE OWNER**

Design and construction of the work described herein shall be in accordance with the reviewed engineering drawings as prepared by A.M. Candaras Associates Inc., Engineers for the development. Such review shall be signified by the signature of the Director on the drawings.

1. GENERAL - PRE-SERVICING WORKS

- a) Earth works and cut/fill of soil in Greystone-Middleburg Phase 2
- b) Construction of paved roads, including granular base, curbs, sidewalk, multi-use pathway, and sod to the street lines.
- c) Construction of underground utilities including telephone, cable TV, gas, fiber optic and hydro including the installation of streetlight fixtures in accordance with the Municipal Development Design Criteria, as amended, where applicable.
- d) Construction of a water distribution system, including various diameter mains, suitable looping, main valves, hydrant and hydrant valves, connections to the existing mains, 25mm single service connections to the street line including shut offs to all units, all to the satisfaction for the Director. Where construction of the water system is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- e) Construction of a sanitary sewer system consisting of various diameter sewers on the road allowance, crossing under the watercourse, manholes and 125mm single service connections to the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director. Where construction of the sanitary sewer is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- f) Construction of a storm sewer system including pipe, bedding, manholes, catchbasins, 150mm single service connections to the street line, including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director. Where construction of the storm sewer is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- g) Construction of a stormwater management facility and asphalt road as required by the Director for maintenance and access purposes, as per the approved drawing.
- h) Construction of a temporary construction access pad/mud mat on the construction entrance as shown on the approved plans.
- i) Construction of fencing as per the approved drawing.
- j) Construction of sediment control measures as per approved drawing.

2. EXTERNAL WORKS

- a) Construction of a water distribution system along Old Homestead Road and within the easement to the south of the subdivision, including various diameter mains, main valves, hydrant and hydrant valves, connections to the existing mains, all to the satisfaction of the Director.
- b) Construction of a Sanitary system, including various connections to the existing mains on Medina Square, all to the satisfaction of the Director.
- c) Construction of culvert crossings under and along Oldhomestead Road
- d) Construction of 3.0m wide trail along the northern limits of the subdivision

PAGE 1 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN
PHASE 2 - MIDDLEBURG

FT - 1
FEBRUARY 25, 2025 - 1254

GREYSTONE-MIDDLEBURG
RESIDENTIAL DEVELOPMENT

DESCRIPTION AND ESTIMATED COSTS OF WORKS FOR PRE SERVICING AGREEMENT
TO BE CONSTRUCTED BY THE DEVELOPER

PHASE 2 - MIDDLEBURG		
A	ESC & EARTHWORKS	\$ 109,800.00
B	STORM SEWER	\$ 797,938.50
C	SANITARY SEWER	\$ 592,330.00
D	WATERMAIN AND APPRUTENANCES	\$ 431,900.00
E	ROADWORKS AND SIDEWALKS	\$ 790,938.13
F	SIDEWALKS	\$ 76,170.00
G	DRIVEWAYS	\$ 55,500.00
	TOTAL	\$ 2,854,574.63

PAGE 2 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 2
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION A - ESC & EARTHWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
1.01	Supply, place, and maintain silt fence. Heavy duty with T-bars, page wire fence and Terrafix cloth, buried into ground.				
	a. single row (boundary)	870	m	\$ 25.00	\$ 21,750.00
	b. double row w straw bales between fences.	0	m	\$ 40.00	\$ -
	c. single row (stock piles)	850	m	\$ 25.00	\$ 21,250.00
1.02	Supply, place, and maintain swales through out site.	435	m	\$ 40.00	\$ 17,400.00
	note, swales can not be removed until storm sewers are installed and draining to SWM pond.				
1.03	Supply, place construction entrance and maintain mud mat as per Region and Town Standards.				
		1	LS	\$ 10,000.00	\$ 10,000.00
1.04	Supply, place and maintain silt trap on CB's and DCB's.				
		30	ea	\$ 330.00	\$ 9,900.00
1.05	Supply, place and maintain rock check dam as per OPSD 219.210				
		8	ea	\$ 500.00	\$ 4,000.00
1.06	Supply and place concrete washout area as per detail in S-3.				
		1	ea	\$ 3,000.00	\$ 3,000.00
1.07	Supply and place haul road within the site. Includes topsoil back on abandoned haul road and hydro seed.				
		1,500	m2	\$ 15.00	\$ 22,500.00
1.08	Supply and place 150mm topsoil from site, and hydroseed using MTO seed mix in disbured grass / vegetaged areas. Trail and Park area, (block 188, 189, 190, 191, 192, 194)				
		Not part of Pre-Servicing Scope, to be included in Subdivision Agreement security. For reference, this is included in cosburn			
TOTAL SECTION A - ESC & EARTHWORKS					\$ 109,800.00

PAGE 3 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 3
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION B - STORM AND APPURTANENCES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install storm sewers in accordance with the Municipality's and Ontario Provincial Standards and Specifications. Prices shall include; bedding, flushing, cleaning, video inspection, all appurtenances, complete restoration, and testing as per project specifications and the Town's standards and specifications. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town strnds, includes but not limited to flushing, CCTV, air test.					
TALL TREES DRIVE					
2.01	600mm Diameter Storm Sewer CONC, MH17 - MH10 (PH2 length)	34.3	m	\$ 745.00	\$ 25,553.50
2.02	600mm Diameter Storm Sewer CONC, MH10 - MH9	88.1	m	\$ 745.00	\$ 65,634.50
2.03	600mm Diameter Storm Sewer CONC, MH9 - MH8	11.0	m	\$ 745.00	\$ 8,195.00
2.04	600mm Diameter Storm Sewer CONC, MH8 - MH7	69.0	m	\$ 745.00	\$ 51,405.00
2.05	525mm Diameter Storm Sewer CONC, MH7 - MH6	45.1	m	\$ 500.00	\$ 22,550.00
2.06	525mm Diameter Storm Sewer CONC, MH6 - MH5	34.6	m	\$ 500.00	\$ 17,300.00
2.07	300mm Diameter Storm Sewer PVC, MH5 - MH4	36.5	m	\$ 275.00	\$ 10,037.50
2.08	375mm Diameter Storm Sewer PVC, MH13 - MH12	81.3	m	\$ 310.00	\$ 25,203.00
2.09	375mm Diameter Storm Sewer PVC, MH11 - MH11	37.3	m	\$ 310.00	\$ 11,563.00
GENERATION AVENUE					
2.10	450mm Diameter Storm Sewer PVC, MH16 - MH13 (PH2 length)	52.0	m	\$ 450.00	\$ 23,400.00
2.11	300mm Diameter Storm Sewer PVC, MH13 - MH7	81.7	m	\$ 275.00	\$ 22,467.50
MAYFIELD AVENUE					
2.12	375mm Diameter Storm Sewer PVC, MH5 - MH3	97.5	m	\$ 310.00	\$ 30,225.00
2.13	300mm Diameter Storm Sewer PVC, MH3 - MH2	15.3	m	\$ 275.00	\$ 4,207.50
2.14	300mm Diameter Storm Sewer PVC, MH2 - MH1	29.8	m	\$ 275.00	\$ 8,195.00
ITEM	DESCRIPTION	ESTIMATED DEPTH	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
TALL TREES DRIVE / GENERATION AVENUE					
2.15	Storm MH10 - 1200mm dia.	3.81	m		\$ 13,000.00
2.16	Storm MH9 - 1200mm dia.	4.00	m		\$ 13,500.00
2.17	Storm MH8 - 1200mm dia.	3.46	m		\$ 12,500.00
2.18	Storm MH7 - 1500mm dia.	3.44	m		\$ 12,500.00
2.19	Storm MH6 - 1200mm dia.	3.35	m		\$ 12,500.00
2.20	Storm MH5 - 1200mm dia.	3.30	m		\$ 12,500.00
2.21	Storm MH4 - 1200mm dia.	2.91	m		\$ 13,000.00
2.22	Storm MH13 - 1200mm dia.	3.89	m		\$ 13,000.00
2.23	Storm MH11 - 1200mm dia.	2.89	m		\$ 12,000.00
2.24	Storm MH12 - 1200mm dia.	3.16	m		\$ 12,000.00
MAYFIELD AVENUE					
2.25	Storm MH3 - 1200mm dia.	3.69	m		\$ 13,000.00
2.26	Storm MH2 - 1200mm dia.	3.14	m		\$ 12,000.00
2.27	Storm MH1 - 1200mm dia.	3.10	m		\$ 12,000.00
2.28	Single CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	16	ea	\$ 6,600.00	\$ 105,600.00
2.29	Double CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	6	ea	\$ 11,000.00	\$ 66,000.00
2.30	STM Service Connection	74	ea.	\$ 1,850.00	\$ 136,900.00
2.31	600mm CULVERT under 3.0m wide trail (13.0m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.32	600mm CULVERT under 3.0m wide trail (12.5m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.33	600mm CULVERT under 3.0m wide trail (16.5m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.34	300mm CULVERT under 3.0m wide trail	Included in cosburn nauboris estimate 1.1 Trail Item 11			
TOTAL SECTION B - STORM AND APPRUTENANCES					\$ 797,936.50

PAGE 4 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 4
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION D - SANITARY SEWER					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install sanitary sewers in accordance with the Municipality's and Ontario Provincial Stnds and Specs. Prices shall include; bedding, flushing, cleaning, video inspection, FROST STRAPS, all appurtenances, complete restoration, and testing as per project specifications and the Town's and specifications as per General Note on Plan C1. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town stnds, Includes but not limited to flushing, CCTV, air test.					
MAYFIELD AVENUE					
3.01	200mm Diameter Sanitary Sewer PVC, MH1A - MH2A	28.6	m	\$ 280.00	\$ 8,008.00
3.02	200mm Diameter Sanitary Sewer PVC, MH2A - MH3A	12.8	m	\$ 330.00	\$ 4,224.00
3.03	200mm Diameter Sanitary Sewer PVC, MH3A - MH5A	93.3	m	\$ 280.00	\$ 26,124.00
TALL TREES DRIVE					
3.04	200mm Diameter Sanitary Sewer PVC, MH4A - MH5A	35.6	m	\$ 280.00	\$ 9,968.00
3.05	200mm Diameter Sanitary Sewer PVC, MH5A - MH6A	37.8	m	\$ 330.00	\$ 12,474.00
3.06	200mm Diameter Sanitary Sewer PVC, MH6A - MH7A	41.9	m	\$ 380.00	\$ 15,922.00
3.07	200mm Diameter Sanitary Sewer PVC, MH7A - MH8A	73.5	m	\$ 430.00	\$ 31,605.00
3.08	200mm Diameter Sanitary Sewer PVC, MH8A - MH9A	13.3	m	\$ 430.00	\$ 5,719.00
3.08	200mm Diameter Sanitary Sewer PVC, MH9A - MH10A	86.2	m	\$ 430.00	\$ 37,066.00
3.09	200mm Dia. Sanitary Sewer PVC, MH10A - MH17A (PH2 length)	38.6	m	\$ 580.00	\$ 22,388.00
3.10	200mm Diameter Sanitary Sewer PVC, MH11A - MH12A	38.3	m	\$ 330.00	\$ 12,639.00
3.11	200mm Diameter Sanitary Sewer PVC, MH12A - MH13A	75.3	m	\$ 430.00	\$ 32,379.00
GENERATION AVENUE					
3.12	200mm Diameter Sanitary Sewer PVC, MH7A - MH13A	82.2	m	\$ 330.00	\$ 27,126.00
3.13	200mm Dia. Sanitary Sewer PVC, MH13A - MH16A (PH2 length)	56.6	m	\$ 330.00	\$ 18,678.00
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
MAYFIELD AVENUE					
3.14	Sanitary MH1A, 1200mm Dia.	3.53	m		\$ 13,000.00
3.15	Sanitary MH2A, 1200mm Dia.	4.03	m		\$ 14,000.00
3.16	Sanitary MH3A, 1200mm Dia.	4.15	m		\$ 14,000.00
TALL TREES DRIVE					
3.17	Sanitary MH4A, 1200mm Dia.	3.16	m		\$ 13,000.00
3.18	Sanitary MH5A, 1200mm Dia.	3.73	m		\$ 13,000.00
3.19	Sanitary MH6A, 1200mm Dia.	3.79	m		\$ 13,000.00
3.20	Sanitary MH7A, 1200mm Dia.	4.03	m		\$ 14,000.00
3.21	Sanitary MH8A, 1200mm Dia.	4.04	m		\$ 14,000.00
3.22	Sanitary MH9A, 1200mm Dia.	4.39	m		\$ 14,000.00
3.23	Sanitary MH10A, 1200mm Dia.	4.31	m		\$ 14,000.00
3.24	Sanitary MH11A, 1200mm Dia.	3.29	m		\$ 13,000.00
3.25	Sanitary MH12A, 1200mm Dia.	3.66	m		\$ 13,000.00
GENERATION AVENUE					
3.26	Sanitary MH16A, 1200mm Dia.	4.43	m		\$ 14,000.00
3.27	Sanitary MH13A, 1200mm Dia.	4.42	m		\$ 14,000.00
3.28	SAN Service Connections	74	ea.	\$ 1,865.00	\$ 138,010.00
TOTAL SECTION C - SANITARY AND APPURTENANCES					\$ 592,330.00

PAGE 5 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 5
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION D - WATERMAINS AND APPURTENANCES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install watermain and appurtenances in accordance with the Town's and Ontario Provincial Standards Drawings and Specifications. Including all appurtenances necessary for installation including but not limited to; mechanical plugs and blow-offs at watermain stubs, horizontal and vertical bends, tees, thrust blocking, reducers, test points as required, trace wire, 12 lbs zinc anode, flushing, swabbing, hydrostatic testing, chlorinating, bacteriological testing connections to existing mains, all restoration as per project specifications and the Town's standards and specifications as per General Notes on Plan C1. Includes temp loops, plugs & blow offs. all testing of new Watermain to Town stds, Includes but not limited to pressure testing, swabbing, chlorination, bacteriological test, test points.					
TALL TREES DRIVE					
4.01	150mm Dia PVC Watermain (Ph 2 length)	532	m	\$ 250.00	\$ 133,000.00
4.02	Supply and place hydrants and valves. Inclis anti tampering device	4	ea.	\$ 9,200.00	\$ 36,800.00
4.03	Supply and place 150mm Dia. Valves	6	ea.	\$ 2,400.00	\$ 14,400.00
4.04	150mm TEE	2	ea.	\$ 1,000.00	\$ 2,000.00
GENERATION AVENUE					
4.05	150mm Dia PVC Watermain (Ph 2 length)	135	m	\$ 250.00	\$ 33,750.00
4.06	Supply and place hydrants and valves. Inclis anti tampering device	1	ea.	\$ 9,200.00	\$ 9,200.00
4.07	Supply and place 150mm Dia. Valves	3	ea.	\$ 2,400.00	\$ 7,200.00
4.08	250mm x 250mm x 150mm TEE	1	ea.	\$ 1,400.00	\$ 1,400.00
MAYFIELD AVENUE					
4.09	150mm Dia PVC Watermain	165	m	\$ 250.00	\$ 41,250.00
4.10	300mm x 150mm Reducer	1	ea.	\$ 1,000.00	\$ 1,000.00
4.11	Supply and place 150mm Dia. Valves	2	ea.	\$ 2,400.00	\$ 4,800.00
4.12	Supply and place hydrants and valves. Includes anti tampering device	1	ea.	\$ 9,200.00	\$ 9,200.00
4.13	150mm TEE	1	ea.	\$ 1,000.00	\$ 1,000.00
4.14	Supply & place water services, Internally	74	ea.	\$ 1,850.00	\$ 136,900.00
TOTAL SECTION D - WATERMAINS AND APPURTENANCES					\$ 431,900.00

PAGE 6 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN					FT - 6
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION E - ROADWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION F - ROADWORKS					
5.01	Fine grade road allowance to subgrade, Blvd. to 0.15m, Includes shaping, grading and compaction	29,880	m2	\$ 0.50	\$ 14,940.00
5.02	LOCAL ROADS; Supply and place pavement structure, including compaction.				
	a. 350mm Granular 'B'	8,025.0	m2	\$ 21.00	\$ 168,525.00
	b. 150mm Granular 'A'	7,600.0	m3	\$ 10.00	\$ 76,000.00
	c. 50mm HL-8	7,100.0	m3	\$ 14.00	\$ 99,400.00
	d. 40mm HL-3	7,100.0	m3	\$ 15.00	\$ 106,500.00
5.03	Adjustments include all roads				
	a. Adjust MHs to top asphalt	27.0	ea.	\$ 625.00	\$ 16,875.00
	b. Adjust CBs to top asphalt	22.0	ea.	\$ 500.00	\$ 11,000.00
	c. Adjust DCBs to top asphalt	8.0	ea.	\$ 750.00	\$ 6,000.00
5.04	Supply and place two stage concrete curb and gutter				
	a. Base	1660.0	m	\$ 55.00	\$ 91,300.00
	b. Top	1660.0	m	\$ 80.00	\$ 132,800.00
	Supply and place continuous perforated 150mm subdrain with filter sock in granular 'A'	1660.0	m	\$ 22.00	\$ 36,520.00
5.05	Provide Lap Joint where new pavement matches into existing	183	m	\$ 17.50	\$ 3,198.13
	Supply and place street line painting				
5.06	TEMPORARY	1	LS	\$ 2,150.00	\$ 2,150.00
5.07	PERMANENT COLD PLASTIC	1	LS	\$ 6,450.00	\$ 6,450.00
	Supply and place TEMPORARY street signage				
	a. Name	4.0	ea.	\$ 400.00	\$ 1,600.00
	b. Stop	4.0	ea.	\$ 350.00	\$ 1,400.00
	c. No Parking Rb-51	19.0	ea.	\$ 260.00	\$ 4,940.00
	d. Unassumed Road	1.0	ea.	\$ 450.00	\$ 450.00
	e. No Dumping	1.0	ea.	\$ 350.00	\$ 350.00
	Supply and place PERMANENT street signage				
	a. Name	4.0	ea.	\$ 450.00	\$ 1,800.00
	b. Stop	4.0	ea.	\$ 475.00	\$ 1,900.00
	c. No Parking	19.0	ea.	\$ 360.00	\$ 6,840.00
5.10	Supply and place 3.0m walking trail.	Included in cosburn nauboris estimate 1.1 Trail item 8			
5.11	Supply and place 3.0m Boardwalk with boardwalk footing	Included in cosburn nauboris estimate 1.1 Trail item 12			
TOTAL SECTION F - ROADWORKS					\$ 790,938.13
SECTION G - SIDEWALKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
7.01	Supply and place 1.7m sidewalk. 125 conc and 150mm granular 'A'. Cost to include all necessary preparations and backfilling. When the sidewalk is located adjacent to an existing property the backfill and sod or driveway asphalt repair will be included and completed to the satisfaction of the engineer	753	m	\$ 90.00	\$ 67,770.00
7.02	S&P tactile warning plates	14	ea.	\$ 600.00	\$ 8,400.00
TOTAL SECTION G - SIDEWALKS					\$ 76,170.00
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION H - DRIVEWAYS					
8.01	Supply and place driveway aprons	74	ea.	\$ 750.00	\$ 55,500.00
TOTAL SECTION H - DRIVEWAYS					\$ 55,500.00

PAGE 7 OF SCHEDULE "E"

ESTIMATED COST OF THE WORKS

cosburn nauboris LTD
landscape architects

LANDSCAPE COST ESTIMATE

GREYSTONE MIDDLEBURG
TOWN OF GEORGINA

March 28, 2024
PROJECT# 2053

Description		Size	Estimated Quantity	Unit	Unit Price	Estimated Total Price
1.0 TRAIL WORKS						
1.1 TRAIL						
1	Fine Grade and Seed - Block 188 (Park)		3,683	sq.m.	\$ 3.00	\$ 11,049.00
2	Fine Grade and Seed - Block 189 (Park)		1,131	sq.m.	\$ 3.00	\$ 3,393.00
3	Fine Grade and Seed - Block 190 (Park)		405	sq.m.	\$ 3.00	\$ 1,215.00
4	Fine Grade and Seed - Block 191 (Park)		14,339	sq.m.	\$ 3.00	\$ 43,017.00
5	Fine Grade and Seed - Block 192 (Park)		4,027	sq.m.	\$ 3.00	\$ 12,081.00
6	Fine Grade and Seed - Block 194 (30m Watercourse Buffer)		13,140	sq.m.	\$ 3.00	\$ 39,420.00
7	Aphalt Paving (Multi-use Path)		3,126	sq.m.	\$ 40.00	\$ 125,040.00
8	Apshalt Paving (Trail)		3,224	sq.m.	\$ 40.00	\$ 128,960.00
9	Culverts at Old Homestead Road Trail - 12m	750mm	3	ea.	\$ 15,000.00	\$ 45,000.00
10	Culverts at Water Crossings - +/-14m	600mm	3	ea.	\$ 13,500.00	\$ 40,500.00
11	Culvert - 9m	300mm	1	ea.	\$ 3,500.00	\$ 3,500.00
12	Pedestrian Bridge and Abutment		38	l.m	\$ 1,500.00	\$ 57,000.00
13	Tactile Walking Surface Indicators (Multi-use Path)	600mm	16	ea.	\$ 500.00	\$ 8,000.00
14	Tactile Walking Surface Indicators (Trail)	600mm	15	ea.	\$ 500.00	\$ 7,500.00
1.0 TRAIL WORKS SUBTOTAL						\$ 525,675.00
1.2 SEATING NODES, P-GATES AND SIGNAGE						
1	Poured Concrete Paving		16	sq.m	\$ 120.00	\$ 1,920.00
2	Bench		2	ea.	\$ 2,200.00	\$ 4,400.00
3	Waste/Recycling Receptacles		2	pair	\$ 3,000.00	\$ 6,000.00
4	Entry P-Gate (double)		4	pair	\$ 3,500.00	\$ 14,000.00
5	Interpretive Sign		3	ea.	\$ 2,000.00	\$ 6,000.00
6	Trail Signage		3	ea.	\$ 1,000.00	\$ 3,000.00
1.2 SEATING NODES, P-GATES AND SIGNAGE SUBTOTAL						\$ 35,320.00
1.3 PLANTING						
1	Cash in lieu for Ecological offsetting woodland (\$36,850/ha) Includes: design, Construction, Woodland plant material (2100 trees, shrubs), monitoring and maintenance		20,937	sq.m	\$ 3.69	\$ 77,152.85
1.3 PLANTING SUBTOTAL						\$ 77,152.85
1.0 TRAIL WORKS SUBTOTAL						\$ 638,147.85

ESTIMATED COST OF THE WORKS

					PROJECT# 2053	
Description		Size	Estimated Quantity	Unit	Unit Price	Estimated Total Price
2.0 SUBDIVISION WORKS						
2.1 FENCES AND GATES						
1	Acoustic Wood Fence - Cedar	2000mm	250	l.m.	\$ 600.00	\$ 150,000.00
2	Acoustic Wood Fence - Cedar	1800mm	49	l.m.	\$ 575.00	\$ 28,175.00
3	Acoustic Gate - Cedar	2000mm	7	ea.	\$ 450.00	\$ 3,150.00
4	Acoustic Gate - Cedar	1800mm	2	ea.	\$ 450.00	\$ 900.00
5	Privacy Wood Fence - Pressure Treated	1800mm	418	l.m.	\$ 225.00	\$ 94,050.00
6	Black Vinyl Chain Link Fence	1800 ht.	728	l.m.	\$ 95.00	\$ 69,160.00
7	Black Vinyl Chain Link Fence	900 ht.	29	l.m.	\$ 55.00	\$ 1,595.00
8	Privacy Wood Gate - Cedar	1800mm	21	ea.	\$ 300.00	\$ 6,300.00
2.1 FENCES AND GATES SUBTOTAL						\$ 353,330.00
2.2 STREETSCAPE PLANTING						
1	Deciduous Tree	60mm	205	ea.	\$ 450.00	\$ 92,250.00
2.2 STREETSCAPE PLANTING SUBTOTAL						\$ 92,250.00
2.3 POND PLANTING						
1	Deciduous Tree	45mm	57	ea.	\$ 350.00	\$ 19,950.00
2	Deciduous Tree	200cm	58	ea.	\$ 300.00	\$ 17,400.00
3	Deciduous Tree	150cm	58	ea.	\$ 250.00	\$ 14,500.00
4	Coniferous Tree	200cm	28	ea.	\$ 500.00	\$ 14,000.00
5	Coniferous Tree	150 cm	28	ea.	\$ 400.00	\$ 11,200.00
6	Deciduous Shrub	100cm	479	ea.	\$ 50.00	\$ 23,950.00
7	Deciduous Shrub	80cm	480	ea.	\$ 40.00	\$ 19,200.00
8	Deciduous Shrub	60cm	480	ea.	\$ 35.00	\$ 16,800.00
9	Aquatic Plants		3,707	ea.	\$ 7.50	\$ 27,802.50
10	Terraseed - Edge and Fringe Seed Mixture and Nurse Crop		5,765	sq.m.	\$ 2.50	\$ 14,412.50
2.3 POND PLANTING SUBTOTAL						\$ 179,215.00
2.0 SUBDIVISION WORKS SUBTOTAL						\$ 624,795.00
3.0 COST SUMMARY						
1.0 TRAIL WORKS SUBTOTAL						\$ 638,147.85
2.0 SUBDIVISION WORKS SUBTOTAL						\$ 624,795.00
3.0 COST SUMMARY SUBTOTAL						\$ 1,262,942.85
13% HST						\$ 164,182.57
TOTAL						\$ 1,427,125.42



Attachment 6 – Pre-Servicing Agreement

SCHEDULE 'F'

SUMMARY OF PAYMENTS AND SECURITIES

PAYMENTS:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, payment of the agreement preparation fee being \$8,644.
2. The Owner agrees that they shall pay an amount of 5.4% of the value of all the works and services to be constructed by the Owner in any phase, as estimated by the Owner's consultant and confirmed by the Director towards the Town's engineering fees.
3. The Owner agrees that they shall pay all peer review costs incurred by the Town pursuant to Clause 3.2.

SECURITIES:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of **\$250,000.00 to guarantee completion of works and as a road fouling deposit.**
2. Prior to the undertaking of any external works the Owner shall provide to the Town, in form and content satisfactory to the Town Solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of 100% of the cost of such works. The Owner shall first provide the Director with a detailed cost estimate for his review and acceptance of such costs for purposes of determining the security amount.
3. Prior to the registration of the Pre-servicing Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor as follows. An amount equal to one hundred percent (100%) of the estimated costs of the works and services as detailed in Schedule 'E' ('Estimate of Costs of Construction') hereto, to guarantee the construction and installation of all the works and services in accordance with the specifications as provided herein.
4. In the event that the Town draws upon any security required herein the Owner agrees to re-establish the total aggregate amount within ten (10) days of the date of the use or this Agreement shall be considered to be in default.

SCHEDULE “G”**LIST OF APPROVED PLANS AND DRAWINGS**

The Owners covenant and agree to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the following plans/drawings and as prepared by:

CIVIL ENGINEER: a.m. candaras associates consulting engineers

G1	-	GENERAL ABOVEGROUND PLANS
G2	-	GENERAL UNDERGROUND PLANS
GR1 – GR5	-	GRADE CONTROL PLANS
GG1	-	CURB & GUTTER GRADE PLAN
X1	-	OLD HOMESTEAD ROAD & FLOODPLAN/WATERCOURSE BUFFER CROSS-SECTION PLANS
X2 TO X4	-	CHANNEL CROSS-SECTION PLANS
X5	-	BOAEDWALK AND NIDA STREET CROSS-SECTION PLANS
P1	-	WITTEMAN WAY (-0+013.300 TO 0+160.000)
P2	-	WITTEMAN WAY (0+160.000 TO 0+320.000)
P3	-	WITTEMAN WAY (0+320.000 TO 0+440.000)
P4	-	WITTEMAN WAY (0+440.000 TO 0+694.430)
P5	-	SHOREVIEW CRESCENT (-0+009.750 TO 0+180.000)
P6	-	SHOREVIEW CRESCENT (0+013.780 TO 0+173.000)
P7	-	MAYFIELD AVENUE (0+180.000 TO 0+329.460)
P8	-	GENERATION AVENUE (-0+008.250 TO 0+184.500)
P9	-	TALL TREES DRIVE (-0+008.250 TO 0+200.000)
P10	-	TALL TREES DRIVE (0+200.000 TO 0+400.000)
P11	-	TALL TREES DRIVE (0+400.000 TO 0+581.780)
P12	-	SERVICING OUTLET (0+220.000 TO 0+445.000)
	-	WATERMAIN EASEMENT (-0+007.900 TO 0+134.910)
P13	-	SWM FACILITY INLET (-0+010.000 TO 0+035.470)
P14	-	SWM FACILITY INLET (0+000.000 TO 0+085.800)
P14	-	OLD HOMESTEAD ROAD (0+000.000 TO 0+320.000)
P15	-	OLD HOMESTEAD ROAD (0+320.000 TO 0+640.000)
P16	-	OLD HOMESTEAD ROAD (0+640.000 TO 0+943.800)
S1	-	STORM DRAINAGE AREA PLANS
S2	-	SANITARY DRAINAGE AREA PLANS
S3	-	CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL PLAN- STAGE 1
S4	-	CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL PLAN- STAGE 2
S5	-	CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL DETAILS PLAN
PR1	-	PARKING, STREET SIGNAGE & FENCING PLAN
FP1	-	FUNCTIONAL PLAN INTERSECTION AT WOODBINE (BY CANDEVCON GROUP INC.)
C1	-	STORMWATER MANAGEMENT FACILITY PLAN
C2	-	STORMWATER MANAGEMENT FACILITY CONSTRUCTION DETAILS PLAN
C3	-	CONSTRUCTION NOTES & DETAILS PLAN
C4	-	CONSTRUCTION DETAILS PLAN
C5	-	REAR YARD INFILTRATION TRENCH DETAILS PLAN

LANDSCAPE PLANS: cosburn nauboris Ltd

L1 – L4	-	LANDSCAPE PLANS
L5	-	PARK FACILITY FIT
L6	-	REGIONAL LANDSCAPE PLANTING PLANS
LW1	-	SWM POND RESTORATION PLAN
LD1 TO LD2	-	DETAILS PLANS
LW-D1	-	SWM POND DETAILS

Attachment 6 – Pre-Servicing Agreement

- TP1 TO TP4 - TREE ASSESSMENT & PRESERVATION PLANS
 - TP5 - TREE ASSESSMENT & PRESERVATION PLAN / TREE INVENTORY LIST
 - TP6 - YORK REGION TREE INVENTORY LIST
 - TP7 - DETAILS PLAN
- STREETLIGHTING PLANS (BY RTG SYSTEMS INC.)
- SL-1 TO SL3- STREETLIGHT SYSTEM PLANS
 - SL-4 - STREETLIGHT DETAIL SHEET PLAN

DRAFT

*** To be provided by the Owner ***

DRAFT

SCHEDULE “I”

BUILDING PERMIT RELEASE CHECKLIST

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED:

- ☐ Consulting Engineers Building Permit Release Request and Certification stating that all storm, sanitary, and water systems including the Stormwater Management (SWM) Facility are complete and operational
- ☐ Electrical Engineers Certificate of Completion
- ☐ ESA Approval Certificate
- ☐ Clearance from the Town's Electrical Contractor regarding the operation of streetlights
- ☐ Storm and Sanitary Sewers – Flush and video inspection report and deficiencies rectified
- ☐ Written clearance from Waterworks – Fire hydrants, secondary valves and mainline valves are all functional and the new watermain is placed in service
- ☐ A certificate shall be submitted by a qualified Geotechnical Engineering Consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances. The certificate shall be stamped and signed by the issuing Engineer.
- ☐ Fire Break Plan to be submitted for the Building Division
- ☐ Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- ☐ Storm Sewer – Deflection test (pig test)* and air test for PVC sewers
- ☐ Sanitary Sewer - Testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.*
***All sewers shall be cleaned and flushed prior to testing
- ☐ Traffic signs – Street signs, regulatory signs as required, unassumed road signs
- ☐ All SWM facilities including outfalls are complete and operational
- ☐ Valves and valve chambers, hydrants and pedestals shall be fenced
- ☐ Road structure including granular, base curb and base course asphalt

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- ☐ Storm and Sanitary Sewers – Visual inspection of benching, MH's, covers, CB's and RLCB's
- ☐ Testing and commissioning of sanitary pumping station (if required)
- ☐ Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

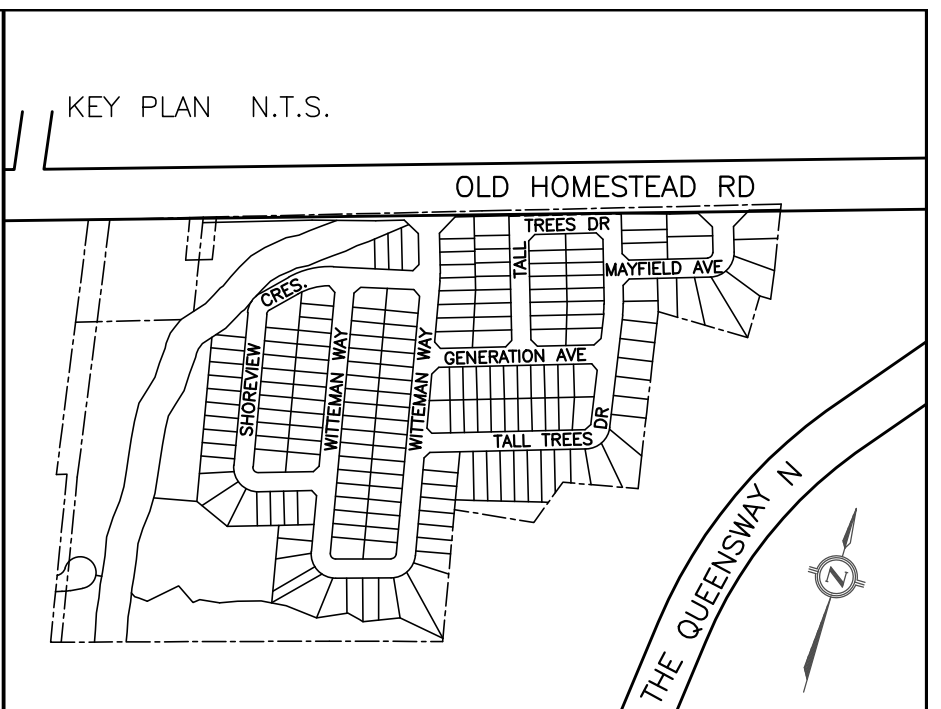
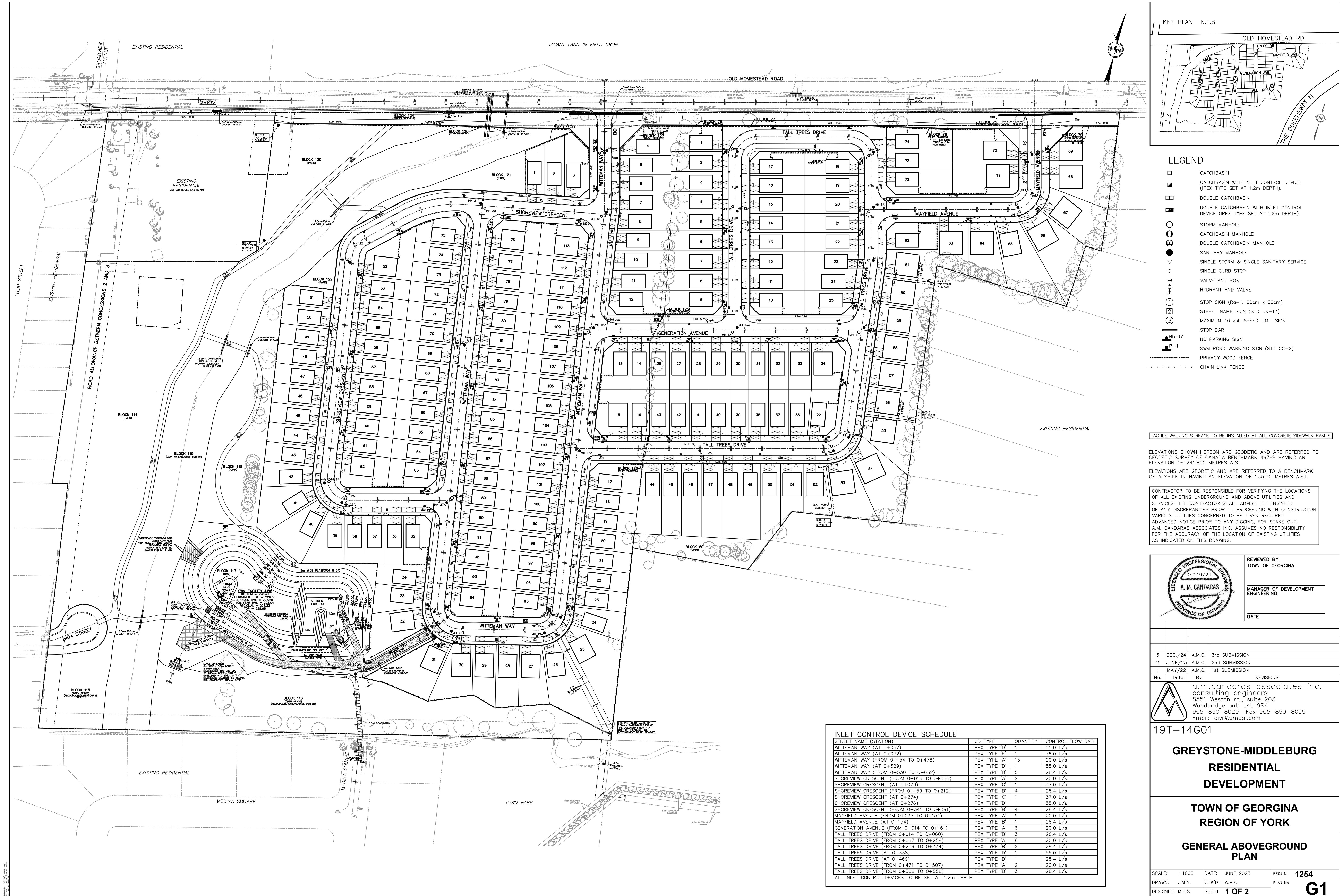
- ☐ Watermain – Testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning

All installation and testing shall be as per Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings and approved Engineering Drawings.

Attachment 6 – Pre-Servicing Agreement

To view any plans, sketches, drawings, and/or reports referenced in this agreement, please contact the Development Engineering Division at the Town of Georgina, 26557 Civic Centre Road, Keswick, Ontario L4P 3G1.

DRAFT



- LEGEND**
- CATCHBASIN
 - CATCHBASIN WITH INLET CONTROL DEVICE (IPEX TYPE SET AT 1.2m DEPTH)
 - DOUBLE CATCHBASIN
 - DOUBLE CATCHBASIN WITH INLET CONTROL DEVICE (IPEX TYPE SET AT 1.2m DEPTH)
 - STORM MANHOLE
 - CATCHBASIN MANHOLE
 - DOUBLE CATCHBASIN MANHOLE
 - SANITARY MANHOLE
 - SINGLE STORM & SINGLE SANITARY SERVICE
 - SINGLE CURB STOP
 - VALVE AND BOX
 - HYDRANT AND VALVE
 - STOP SIGN (Rq-1, 60cm x 60cm)
 - STREET NAME SIGN (STD GR-13)
 - MAXIMUM 40 kph SPEED LIMIT SIGN
 - STOP BAR
 - NO PARKING SIGN
 - SWM POND WARNING SIGN (STD GG-2)
 - PRIVACY WOOD FENCE
 - CHAIN LINK FENCE

TACTILE WALKING SURFACE TO BE INSTALLED AT ALL CONCRETE SIDEWALK RAMPS.

ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE REFERRED TO GEODETIC SURVEY OF CANADA BENCHMARK 497-S HAVING AN ELEVATION OF 241.800 METRES A.S.L.
ELEVATIONS ARE GEODETIC AND ARE REFERRED TO A BENCHMARK OF A SPIKE IN HAVING AN ELEVATION OF 235.00 METRES A.S.L.

CONTRACTOR TO BE RESPONSIBLE FOR VERIFYING THE LOCATIONS OF ALL EXISTING UNDERGROUND AND ABOVE UTILITIES AND SERVICES. THE CONTRACTOR SHALL ADVISE THE ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION. VARIOUS UTILITIES CONCERNED TO BE GIVEN REQUIRED ADVANCED NOTICE PRIOR TO ANY DIGGING, FOR STAKE OUT. A.M. CANDARAS ASSOCIATES INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF EXISTING UTILITIES AS INDICATED ON THIS DRAWING.

REVIEWED BY:
TOWN OF GEORGINA

MANAGER OF DEVELOPMENT
ENGINEERING

DATE

No.	Date	By	REVISIONS
3	DEC./24	A.M.C.	3rd SUBMISSION
2	JUNE/23	A.M.C.	2nd SUBMISSION
1	MAY/22	A.M.C.	1st SUBMISSION

a.m.candaras associates inc.
consulting engineers
8551 Weston rd., suite 203
Woodbridge ont. L4L 9R4
905-850-8020 Fax 905-850-8099
Email: civil@amcai.com

INLET CONTROL DEVICE SCHEDULE			
STREET NAME (STATION)	ICD TYPE	QUANTITY	CONTROL FLOW RATE
WITTEMAN WAY (AT 0+057)	IPEX TYPE 'D'	1	55.0 L/s
WITTEMAN WAY (AT 0+072)	IPEX TYPE 'F'	1	76.0 L/s
WITTEMAN WAY (FROM 0+154 TO 0+478)	IPEX TYPE 'A'	13	20.0 L/s
WITTEMAN WAY (AT 0+529)	IPEX TYPE 'D'	1	55.0 L/s
WITTEMAN WAY (FROM 0+530 TO 0+632)	IPEX TYPE 'B'	5	28.4 L/s
SHOREVIEW CRESCENT (FROM 0+015 TO 0+065)	IPEX TYPE 'A'	2	20.0 L/s
SHOREVIEW CRESCENT (AT 0+079)	IPEX TYPE 'C'	1	37.0 L/s
SHOREVIEW CRESCENT (FROM 0+159 TO 0+212)	IPEX TYPE 'B'	4	28.4 L/s
SHOREVIEW CRESCENT (AT 0+274)	IPEX TYPE 'C'	1	37.0 L/s
SHOREVIEW CRESCENT (AT 0+276)	IPEX TYPE 'D'	1	55.0 L/s
SHOREVIEW CRESCENT (FROM 0+341 TO 0+391)	IPEX TYPE 'B'	4	28.4 L/s
MAYFIELD AVENUE (FROM 0+037 TO 0+154)	IPEX TYPE 'A'	5	20.0 L/s
MAYFIELD AVENUE (AT 0+154)	IPEX TYPE 'B'	1	28.4 L/s
GENERATION AVENUE (FROM 0+014 TO 0+161)	IPEX TYPE 'A'	6	20.0 L/s
TALL TREES DRIVE (FROM 0+014 TO 0+060)	IPEX TYPE 'B'	3	28.4 L/s
TALL TREES DRIVE (FROM 0+067 TO 0+258)	IPEX TYPE 'A'	8	20.0 L/s
TALL TREES DRIVE (FROM 0+259 TO 0+334)	IPEX TYPE 'B'	2	28.4 L/s
TALL TREES DRIVE (AT 0+338)	IPEX TYPE 'D'	1	55.0 L/s
TALL TREES DRIVE (AT 0+469)	IPEX TYPE 'B'	1	28.4 L/s
TALL TREES DRIVE (FROM 0+471 TO 0+507)	IPEX TYPE 'A'	2	20.0 L/s
TALL TREES DRIVE (FROM 0+508 TO 0+558)	IPEX TYPE 'B'	3	28.4 L/s

ALL INLET CONTROL DEVICES TO BE SET AT 1.2m DEPTH

19T-14G01

**GREYSTONE-MIDDLEBURG
RESIDENTIAL
DEVELOPMENT**

**TOWN OF GEORGINA
REGION OF YORK**

**GENERAL ABOVEGROUND
PLAN**

SCALE: 1:1000

DRAWN: J.M.N.

DESIGNED: M.F.S.

DATE: JUNE 2023

CHK'D: A.M.C.

SHEET 1 OF 2

PROJ No. 1254

PLAN No. G1





**CHIPPEWAS OF GEORGINA ISLAND FIRST NATION
LANDS DEPARTMENT**

RR #2, Box N-13
SUTTON WEST, ON L0E 1R0
Phone: 705-437-3614
Fax: 705-437-4597

December 2, 2024

Town of Georgina

Georgina Civic Centre
26557 Civic Centre Road
R.R. #2
Keswick, Ontario
L4P 3G1

Attention: Margaret Quirk, Mayor

Dear Ms Quirk:

**Re: Chippewas of Georgina Island First Nation
“ATR” Reserve Creation – 26319 Kennedy Road
File No. 29-900**

The Chippewas of Georgina Island First Nation has formally requested Indigenous and Northern Affairs Canada to grant reserve status to the lands noted above for addition to Reserve #33. We have attached maps for your convenience.

The land involved is at 26319 Kennedy Road, Sutton West, Ontario. It is described as follows:

**PT S1/2 LT 11 CON 9 N GWILLIMBURY PT 1, 65411728; GEORGINA and PT
S1/2 LT 11 CON 9 N GWILLIMBURY PT 2, 65R1527 EXCEPT PTS 1 & 2,
65R13904, PTS 1 & 2, 65R18251 & PTS 1 & 2, 65R11728; TOWN OF GEORGINA**

PIN 03510-0033 LT

PIN 03510-0034 LT

As part of our consultation process, we are formally seeking support from the Province of Ontario for our initiative. We would appreciate correspondence indicating your support of the formal process of converting these lands to reserve status.

Please feel free to contact Charles Holder, ATR counsel (charles@holderlawfirm.ca) should you require further information.

Yours very truly,

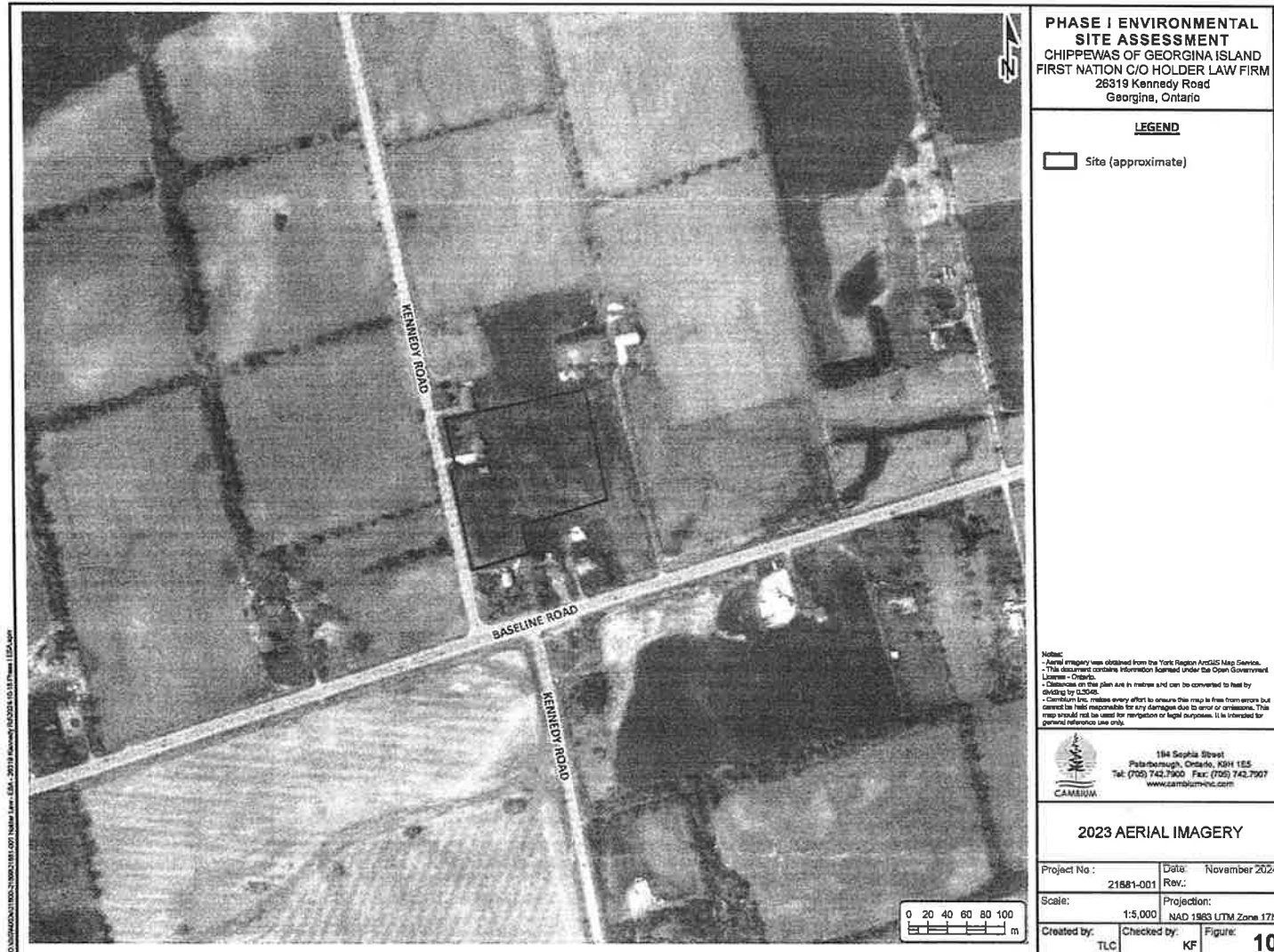
Chippewas of Georgina Island

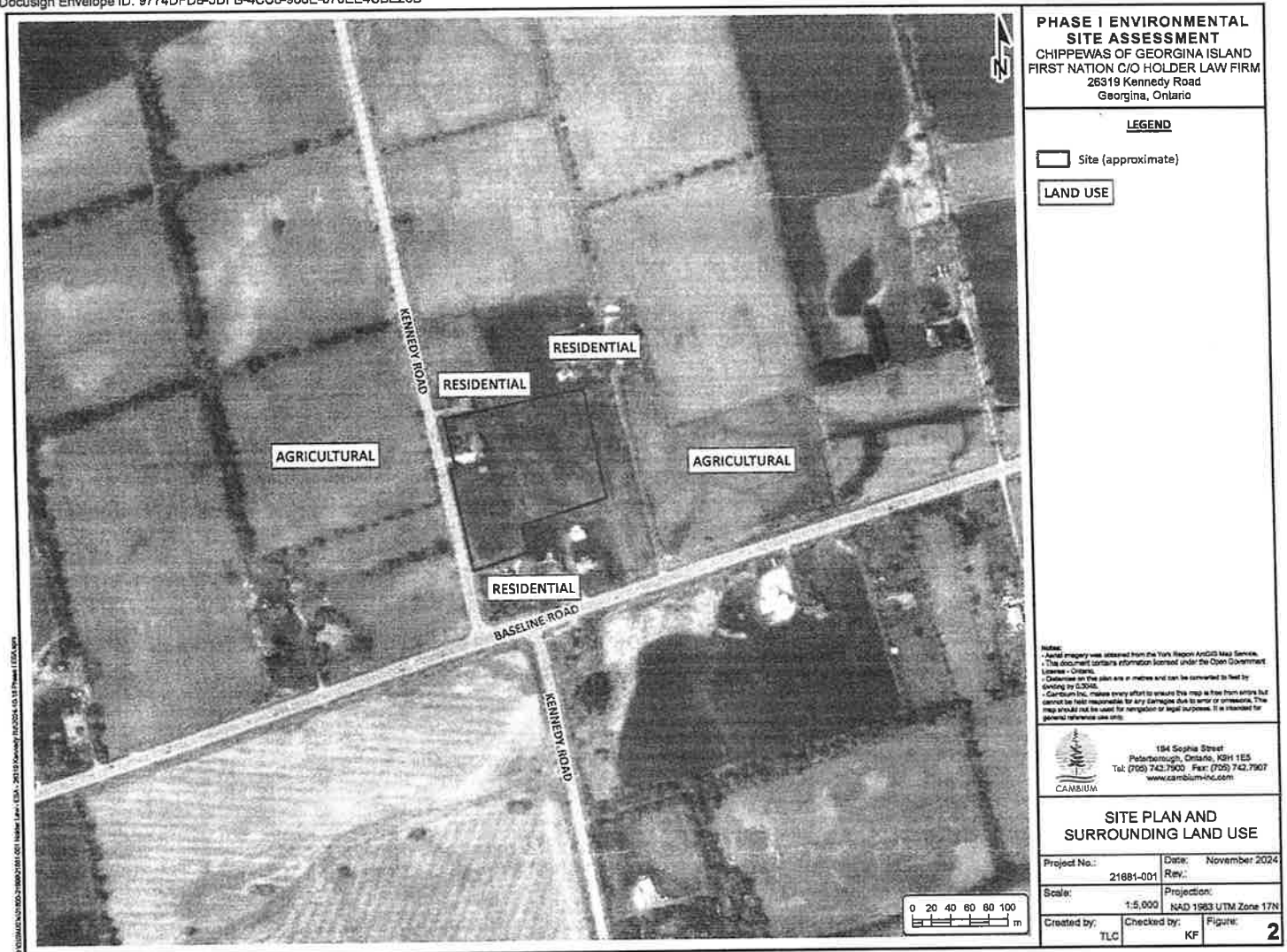


Sylvia McCue
Lands Manager
Encl.

- cc. Chief and Council
- cc. Charles Holder
ATR Counsel







0031

SUBJECT LOTS - SEARCH
-0033



0032

65R1959

65R33407

0031

65R39298

65R11728

0033

SEARCH I

0034

SEARCH II

CONFESSION 9

65R1527

03510

65R785

KENNEDY R.D. 2002

65R16251 0037

0036

65R13904

PLAN 30468A

0035

03509 0330

BASELINE ROAD

03505

ServiceOntario

PRINTED ON 06 OCT, 2024 AT 13:34:11
FOR LISALEVA



PROPERTY INDEX MAP
YORK REGION(No. 65)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER
- BLOCK NUMBER
- GEOGRAPHIC FABRIC
- EASEMENT



0449
08050

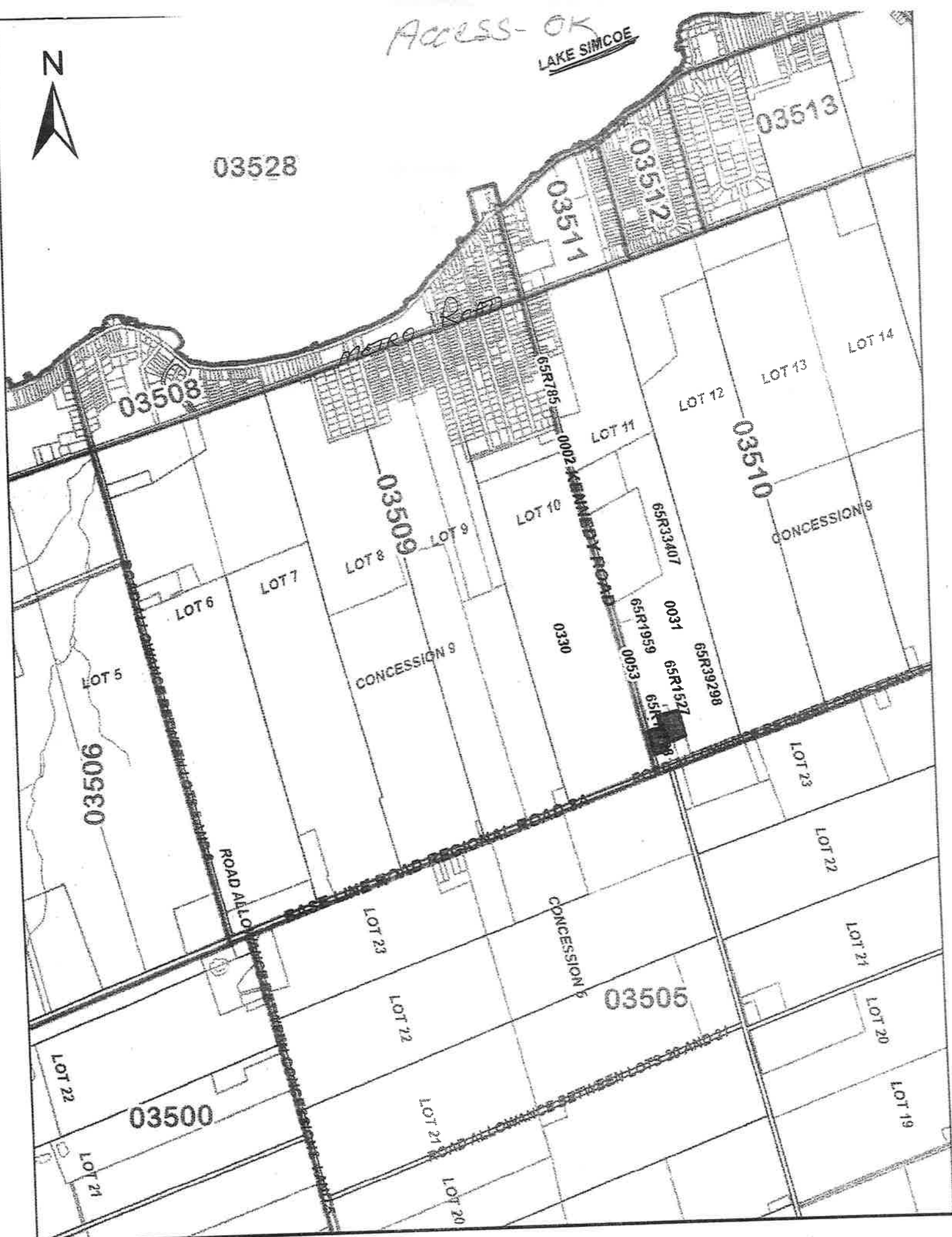
NOTES

- REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED

THIS IS NOT A PLAN OF SURVEY

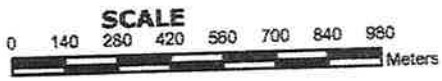


Access - OK
LAKE SIMCOE



ServiceOntario

PRINTED ON 06 OCT, 2024 AT 13:48:21
FOR LISALEVA



PROPERTY INDEX MAP
YORK REGION(No. 65)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER
- BLOCK NUMBER
- GEOGRAPHIC FABRIC
- EASEMENT



NOTES

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PROPERTY INFORMATION AS THIS MAP MAY
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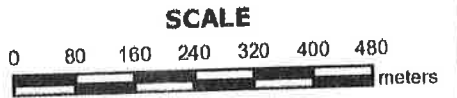
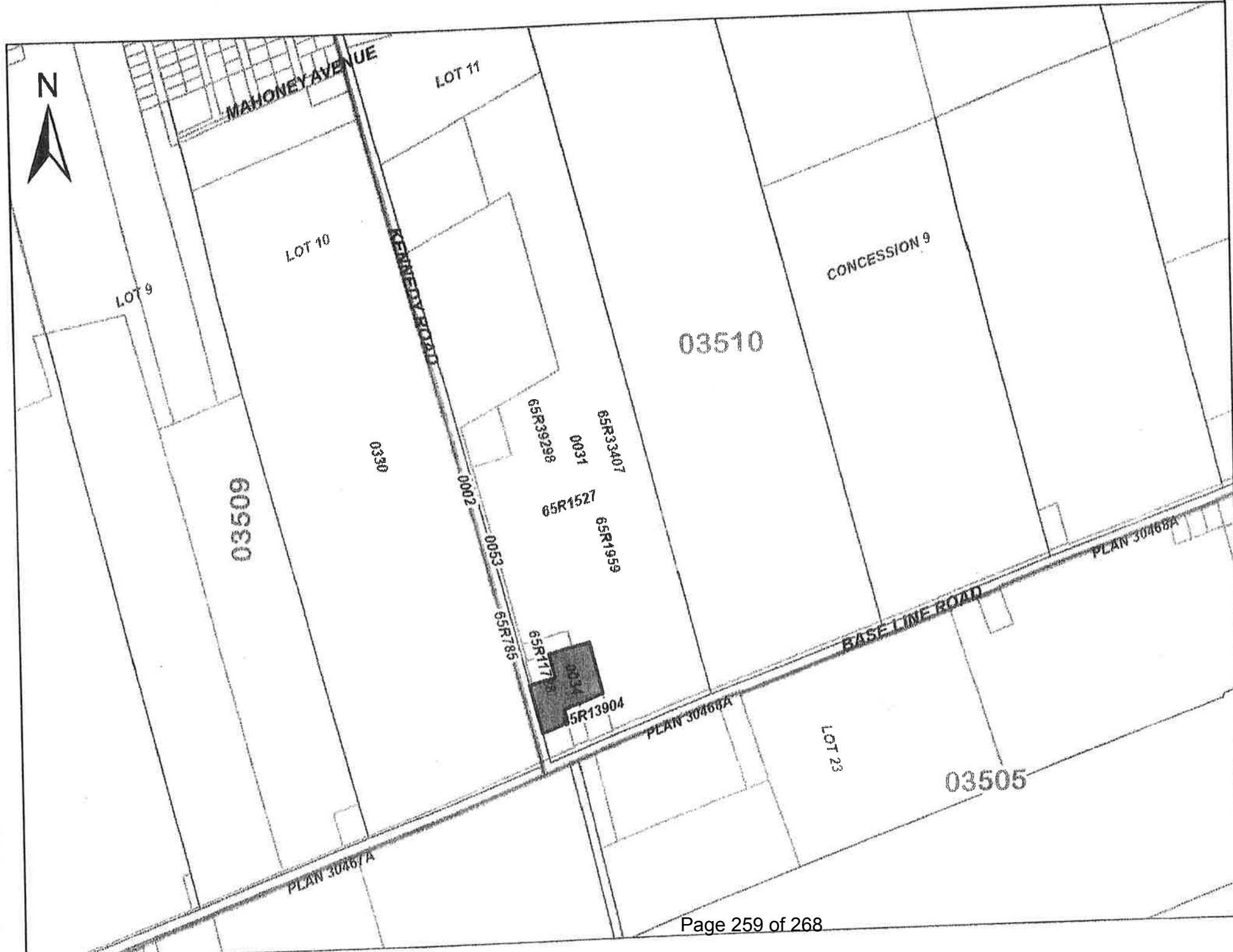
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE
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ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT ILLUSTRATED

THIS IS NOT A PLAN OF SURVEY





PROPERTY INDEX MAP
YORK REGION(No. 65)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETTRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER 0449
- BLOCK NUMBER 00050
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE
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REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT ILLUSTRATED



City Clerk's Office

Secretariat
Sylvia Przedziecki
Council Secretariat Support
City Hall, 12th Floor, West
100 Queen Street West
Toronto, Ontario M5H 2N2

Tel: 416-392-7032
Fax: 416-392-2980
e-mail:
Sylvia.Przedziecki@toronto.ca
web: www.toronto.ca

**In reply please quote:
Ref.: 25-MM26.7**

(Sent by Email)

February 28, 2025

ALL ONTARIO MUNICIPALITIES:

**Subject: Member Motion Item 26.7
Creation of a City of Toronto "Buy Local, Buy Canadian" Campaign - by
Councillor Mike Colle, seconded by Councillor Jennifer McKelvie (Ward All)**

City Council on February 5, 2025, adopted [Item MM26.7](#) as amended and, in so doing, has forwarded the Item to all Ontario municipalities and encouraged them to join Toronto in a "Buy Local, Buy Canadian" campaign.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Przedziecki".

for City Clerk

S. Przedziecki/mp

Attachment

c. City Manager

City Council

Member Motions - Meeting 26

MM26.7	ACTION	Amended		Ward: All
--------	--------	---------	--	-----------

Creation of a City of Toronto “Buy Local, Buy Canadian” Campaign - by Councillor Mike Colle, seconded by Councillor Jennifer McKelvie

City Council Decision

City Council on February 5, 2025, adopted the following:

1. City Council request the City Manager, and relevant Divisions to develop a comprehensive, multifaceted “Buy Local, Buy Canadian” campaign in response to the potential 25-percent tariffs announced by the Trump Administration, such campaign to encourage Toronto residents and businesses to join the City of Toronto's divisions and its agencies and corporations in purchasing locally made Canadian goods and services in order to protect local jobs in Toronto and Ontario where the proposed punitive tariffs would result in hundreds of thousands of job losses if imposed on Canada.
2. City Council direct the Chief Financial Officer and Treasurer and the City Manager, in consultation with the Chief Procurement Officer and the General Manager, Economic Development and Culture, to accelerate the development of local procurement approaches as set out in Sidewalks to Skylines: A Ten-Year Action Plan for Toronto’s Economy to strengthen local businesses and protect local jobs.
3. City Council request the Federal Government to develop a standard recognizable label to be placed on all Canadian goods in clear, readable fonts that clearly shows percentages of Canadian content and any and all foreign content.
4. City Council forward the Item to all Ontario municipalities and encourage them to join Toronto in a “Buy Local, Buy Canadian” campaign.

City Council Decision Advice and Other Information

City Council considered the following Items together:

MM26.7 headed “Creation of a City of Toronto “Buy Local, Buy Canadian” Campaign - by Councillor Mike Colle, seconded by Councillor Jennifer McKelvie”; and

MM26.13 headed “Affirming Our Canadian Independence - by Councillor Stephen Holyday, seconded by Councillor Vincent Crisanti”.

Summary

With recent threats from President Donald Trump to impose a 25 percent tariff on Canadian products and services, it is important that municipalities, businesses, and residents across Canada stand up for our country, our economy, and our businesses.

The City of Toronto, Canada's largest municipality, has an opportunity to encourage residents, businesses, and cities across Canada to create and participate in a "Buy Local, Buy Canadian" campaign to ensure that we support local products, local businesses, and local growth.

This motion requests that the City Manager and relevant City Divisions develop a comprehensive "Buy Local, Buy Canadian" campaign that will encourage spending to further develop our own local economies through the purchasing of local goods and services when available.

Background Information (City Council)

Member Motion MM26.7

(<https://www.toronto.ca/legdocs/mmis/2025/mm/bgrd/backgroundfile-252857.pdf>)

Communications (City Council)

(February 2, 2025) E-mail from George Bell (MM.Supp)

A BYLAW TO AMEND BYLAW NUMBER 500, BEING A BYLAW TO REGULATE THE USE OF LANDS AND THE CHARACTER AND USE OF BUILDINGS AND STRUCTURES WITHIN THE TOWN OF GEORGINA.

1. That Map 1, Schedule 'A' to Zoning Bylaw Number 500, as amended, is hereby further amended by changing the zone symbol from 'RU' to 'RU', 'BP-1-1', 'BP-2G', 'BP-3' and 'BP-3-1' on lands described as Part of Lot 3, Concession 4 (NG), shown in heavy outline and designated 'RU', 'BP-1-1', 'BP-2G', 'BP-3' and 'BP-3-1' on Schedule 'A' attached hereto.
2. That Section 29.7 **SPECIAL PROVISIONS** of Zoning Bylaw Number 500, as amended, is hereby further amended by adding the following after Section 29.6:

- a) Notwithstanding Section 29.2, a “Terminal, Bus or Truck” shall be an additional permitted non-residential use.
- b) Notwithstanding Section 29.4, all yard requirements shall apply to open storage areas and parking areas and will be measured from the defined lot line to the limits of an open storage or parking area.
- c) Notwithstanding Section 29.4 f), g) and i), the following requirements shall apply:
 - Interior Side Yard (Minimum) 3.0 metres
 - Lot Coverage (Maximum) N/A for “Open Storage”
 - Open Storage The surface parking of trucks, vehicles and trailers is permitted as normally incidental to a “Terminal, Bus or Truck” use.

- The required planting strip may be interrupted for driveway and walkway access."

“32.7 SPECIAL PROVISIONS

On lands shown in heavy outline and designated 'BP-3-1' on Schedule 'A' attached hereto the following provisions shall apply:

- Page 264 of 268

- Front Lot Line – 6.0 metres
- Interior Side Lot Line – 3.0 metres
- Exterior Side Lot Line – 6.0 metres
- Rear Lot Line – 6.0 metres

The required planting strip may be interrupted for driveway and walkway access.”

READ and enacted this 26th day of March, 2025

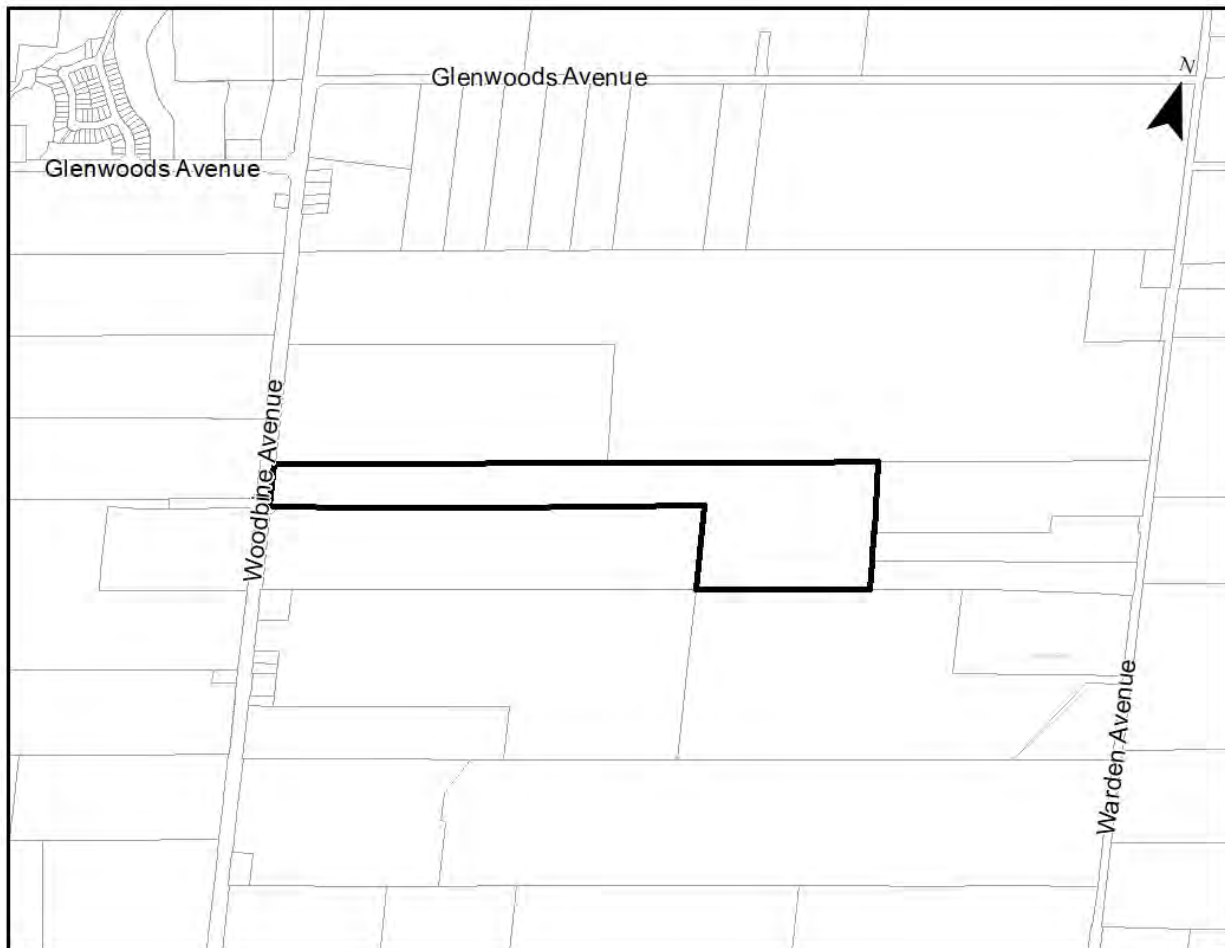
Margaret Quirk, Mayor

Mamata Baykar, Deputy Clerk

EXPLANATORY NOTE

SCOTT WOODS TRANSPORT (TOWN FILE NO.: 03.1172)

1. The purpose of Zoning Bylaw Number 500-2025-0001 (PL-5), which amends Zoning Bylaw Number 500, is to rezone the subject land from Rural (RU) to Rural (RU), Business Park 1 (BP-1-1), Business Park 2 Gateway (BP-2G), Business Park 3 (BP-3) and Business Park 3 (BP-3-1) to facilitate and implement a business park plan of subdivision.
2. Zoning Bylaw Number 500-2025-0001 (PL-5) will conform to the Town of Georgina Official Plan, as amended, and the Keswick Business Park Secondary Plan.
3. A **Key Map** showing the approximate location of the land to which Bylaw Number 500-2025-0001 (PL-5) applies is shown in heavy outline below.



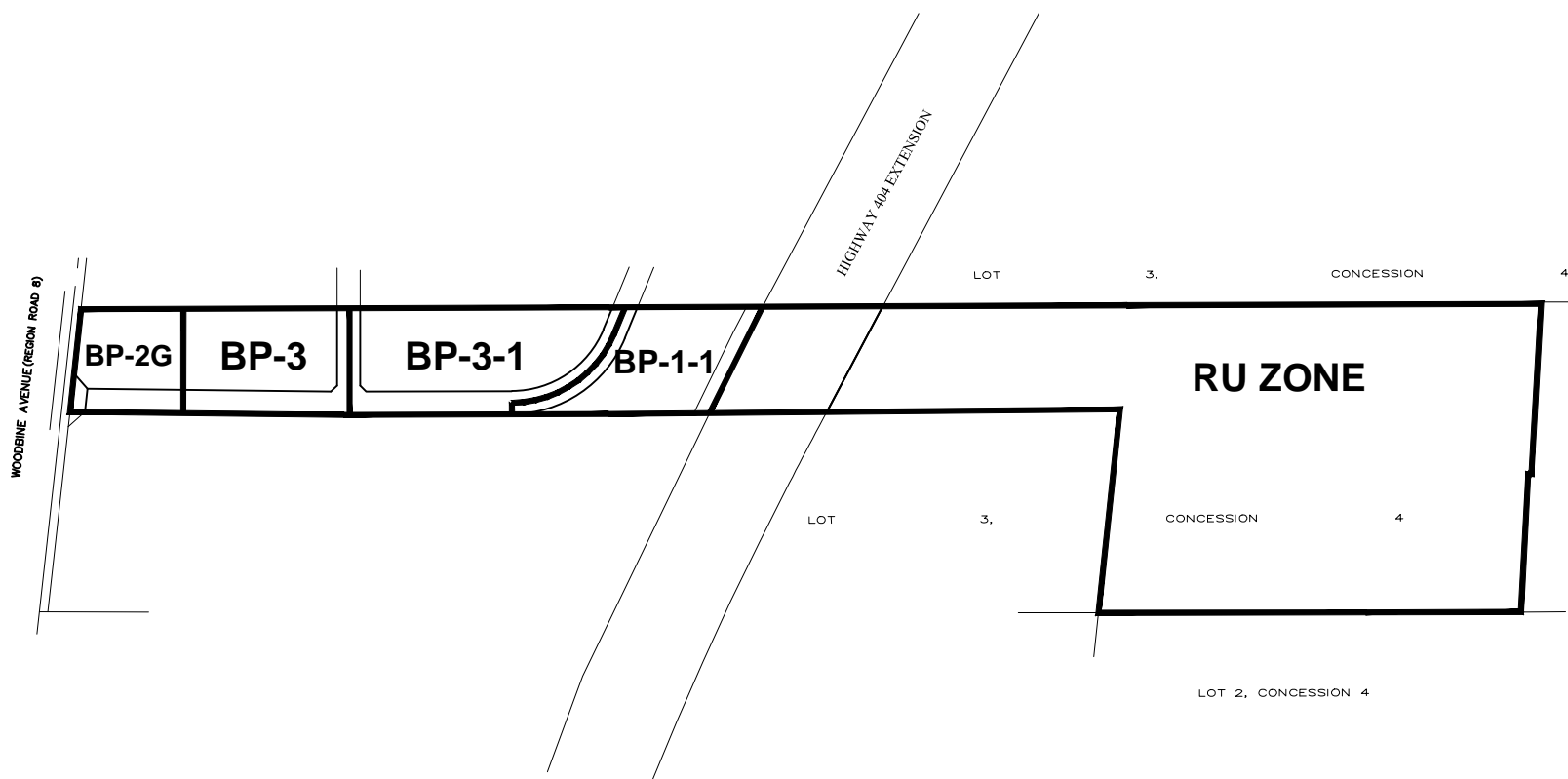
**BYLAW NUMBER 500-2025-0001 (PL-5) WHICH AMENDS ZONING BYLAW NO. 500
THE CORPORATION OF THE TOWN OF GEORGINA**

**PART OF LOT 3
CONCESSION 4
TOWN OF GEORGINA
REGIONAL MUNICIPALITY OF YORK**
*FORMERLY IN THE TOWNSHIP OF NORTH Gwillimbury
COUNTY OF YORK*

**THIS IS SCHEDULE 'A' TO
BY-LAW _500-2025-0001
(PL-5) PASSED THIS 26th
DAY OF March, 2025**

CLERK

MAYOR



SCHEDULE 'A' TO BY-LAW 500-2025-0001 (PL-5)

CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 2025-0022 (COU-2)

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL MEETING HELD ON THE 26th DAY OF MARCH, 2025

WHEREAS pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c. M.25 (the Act) as amended, the powers of a municipality shall be exercised by its Council;

AND WHEREAS pursuant to Section 5(3) of the Act, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 of the Act, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Town of Georgina at this meeting be confirmed and adopted by bylaw;

NOW THEREFORE, the Council of the Corporation of the Town of Georgina, in the Regional Municipality of York, enacts as follows:

1. The actions of the Council of the Corporation of the Town of Georgina at its meeting held on March 26, 2025 in respect of each recommendation contained in the Reports of the Departments and each motion and resolution passed and other action taken by the Council of the Corporation of the Town of Georgina at this meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this bylaw;
2. The Mayor and proper officials of The Corporation of the Town of Georgina are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Town of Georgina referred to in the preceding section hereof;
3. The Mayor or Deputy Mayor and Clerk or Deputy Clerk are hereby authorized and directed to execute all documents necessary on that behalf and to affix thereto the Seal of the Corporation of the Town of Georgina; and
4. For the purposes of the exercise of the authority of the head of Council to veto a bylaw in accordance with Section 284.11 of the Act, this Confirmatory Bylaw shall be deemed to be separate Confirmatory Bylaws for each item listed on the agenda.

READ AND ENACTED this 26th day of March, 2025.

Margaret Quirk, Mayor

Mamata Baykar, Deputy Clerk