

Attachment 3 – Pre-Servicing Agreement

THE CORPORATION OF THE TOWN OF GEORGINA

**ORCHIDTRAIL BUILDING CORP.
ORCHID TRAIL PHASE 1 SUBDIVISION**

**PLAN OF SUBDIVISION 19T-20G01
OLD HOMESTEAD ROAD, KESWICK**

PRE-SERVICING AGREEMENT

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Agreement Drafted: March 17, 2024

DRAFT

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THIS AGREEMENT is made in duplicate, this ____ day of May 2024.

B E T W E E N:

ORCHIDTRAIL BUILDING CORP.,

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-20G01, 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 Owner enters 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’;

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- 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 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,

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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.

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

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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 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

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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

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.

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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 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.

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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

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

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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 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

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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

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

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(\$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 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.

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- 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

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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 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:

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- (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 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

Attachment 3 – Pre-Servicing Agreement

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

14.2 **Owner**

If made to the Owner, addressed to:

Orchidtrail Building Corp.
101 Bradwick Drive
Vaughan, ON L4K 1K5
Attention: Nicholas Fidei, President
Phone: (416) 987-5500 / Fax: (905) 326-3600

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
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.

Attachment 3 – Pre-Servicing Agreement

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’
Summary of Payments and Securities
- 17.7 Schedule ‘G’
List of Approved Plans and Drawings
- 17.8 Schedule ‘H’
Construction Management Plan

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.

) **ORCHIDTRAIL BUILDING CORP.**

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Nicholas Fidei, President
I have the authority to bind the corporation

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

Attachment 3 – Pre-Servicing Agreement

)
) _____
) Margaret Quirk, Mayor
)
)
)

) _____
) Rachel Dillabough, Town Clerk
) We have the authority to bind the corporation

DRAFT

Attachment 3 – Pre-Servicing Agreement

SCHEDULE 'A'

DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

PART LOT 14, CONCESSION 3 AND PART OF THE EAST PART OF LOT 15, CONCESSION 3, NORTH GWILLIMBURY, DESIGNATED AS PART 1, 65R38842 SAVE AND EXCEPT 65M4788; TOWN OF GEORGINA, being all of PIN 03491-0516 (LT)

DRAFT

Attachment 3 – Pre-Servicing Agreement

SCHEDULE 'B'

CERTIFICATE OF THE OWNER'S SOLICITOR AS TO OWNERSHIP OF THE LANDS

SOLICITOR'S CERTIFICATE OF OWNERSHIP

I, Kevin Wahba,

a solicitor of The Supreme Court of Ontario, do hereby certify that **Orchidtrail Building (BT) Corp.** is the sole registered owner of:

PART LOT 14, CONCESSION 3 AND PART OF THE EAST PART OF LOT 15, CONCESSION 3, NORTH GWILLIMBURY, DESIGNATED AS PART 1, 65R38842 SAVE AND EXCEPT 65M4788; TOWN OF GEORGINA, being all of PIN 03491-0516 (LT)

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:

1. Instrument No. YR3019199 registered on October 10, 2019, being a Charge in favour of The Bank of Nova Scotia securing the principal amount of \$50,000,000.00.

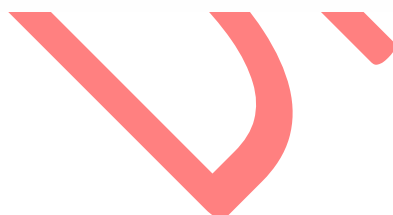
This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into the Servicing Agreement.

DATED at Toronto, this 11th day of March, 2024.

TO: TOWN OF GEORGINA



Kevin Wahba, Solicitor for the Owner



Attachment 3 – Pre-Servicing 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 Orchid Trail 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, 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) Construct a 2400 X1200 concrete box storm sewer as per the approved drawing.
- h) Construction of a stormwater management facility and asphalt road as required by the Director for maintenance and access purposes, as per the approved drawing.

PRE-SERVICING WORKS TO BE CONSTRUCTED BY THE OWNER

- i) Construction of a temporary construction access pad/mud mat on the construction entrance as shown on the approved plans.
- j) Construction of fencing as per the approved drawing.
- k) Construction of sediment controls as per approved drawing.
- l) Construction of a retaining wall with a railing as per approved drawing.
- m) Construction of park facilities and amenities in Park blocks 105 and 251 in accordance with the approved facility fit plans as prepared by Cosburn Giberson Landscape Architects

2. EXTERNAL WORKS

- a) Supply and install 2700mm x 600mm Box culvert, granular base and compacted granular backfill complete in accordance with the Town's specifications.
- b) Construction of a water distribution system, including various diameter mains, main valves, hydrant and hydrant valves, connections to the existing mains, all to the satisfaction of the Director.

Page 1 of SCHEDULE 'E'
ESTIMATE OF COSTS OF WORKS

COST ESTIMATE
Phase 1

FT - 1
MAR 6, 2024 - 1931

ORCHIDTRAIL BUILDING GROUP CORP
C/O TREASURE HILL HOMES

DESCRIPTION AND ESTIMATED COSTS OF WORKS
TO BE CONSTRUCTED BY THE DEVELOPER

ORCHIDTRAIL PHASE 1

A	SEDIMENT & EROSION CONTROL	\$ 244,764.00
B	STORM SEWER	\$ 5,616,970.00
C	STORMWATER MANAGEMENT FACILITY	\$ 2,373,035.00
D	SANITARY SEWER	\$ 1,447,773.50
E	WATERMAIN	\$ 1,173,750.00
F	ROADWORKS	\$ 2,350,850.00
G	SIDEWALKS	\$ 261,000.00
H	DRIVEWAYS	\$ 132,000.00
I	RETAINING WALLS	\$ 370,500.00
	SUB-TOTAL	\$ 13,970,642.50
	CONTINGENCIES (10%)	\$ 1,397,064.25
	CONSULTING ENGINEERING FEES (15%)	\$ 2,095,596.38
	TOTAL	\$ 17,463,303.13

COST ESTIMATE

FT - 2

ORCHIDTRAIL PHASE 1

MAR 6, 2024 - 1931

SECTION A - SEDIMENT & EROSION CONTROL

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
1.01	Maintain existing silt fence. Heavy duty with T-bars, page wire fence and Terrafix cloth, buried into ground.				
	a. single row	2,700	m	\$ 10.00	\$ 27,000.00
1.02	Removal of silt fence once area is vegetated and stabilized, and as directed by consultant and owner.				
		2,700	m	\$ 5.00	\$ 13,500.00
1.03	Maintain and then remove as required temporary swale through out site for ESC.				
	note, swales can not be removed until storm sewers are installed and draining to SWM pond. See item 1.06				
		860		\$ 15.00	\$ 12,900.00
1.04	Remove sediment traps with temp rock flow check OPSD 219.210.				
		3	ea.	\$ 2,500.00	\$ 7,500.00
1.05	Supply and place concrete washout area. See detail S-7.				
		2	ea.	\$ 4,000.00	\$ 8,000.00
1.06	Maintain and remove rock check dam as per OPSD 219.210.				
		4	ea.	\$ 500.00	\$ 2,000.00
1.07	Supply, place construction entrance and maintain mud mat as per Region and Town Standards.				
		2	LS	\$ 12,000.00	\$ 24,000.00
1.08	Supply and place temp perforated riser pipe on new storm connections, with 50mm clearstone jacket with filter cloth to drain pregraded lot areas.				
		6	ea	\$ 1,500.00	\$ 9,000.00
1.09	The Removal of structures and Abandon of temperary ECS works at SWM pond (ie hickonbottom, pipe, level spreader ect) once permanent structures are in place and operating. Inlcude removal structure and materials, as well fill and compaction to standards.				
		1	ls	\$ 10,000.00	\$ 10,000.00

Page 2 of SCHEDULE 'E'
ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 3
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
SECTION A - SEDIMENT & EROSION CONTROL CONTINUED					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
1.11	Removal of existing culverts once temp swales are able to be abandoned. Includes removal of structures and materials, and supply, place and compact fill from site to applicable standards. Cut and fill existing material on site (block 136 and lots), to accommodate installation of storm sewer and abandonment of existing swale that drains external flows to SWM pond at west side of project. The external flow must be accommodated and maintained or diverted temporarily. Once the storm sewers are installed, the existing flows can be diverted to the storm system. A drainage swale has been left in place, and the area left low to accommodate the existing flow. All fill placed on lots to be engineered fill. Fill placed on ROW to be a minimum of 98% SPMDD. Pregrade to be 1.0m below proposed for all areas, unless otherwise advised.				
	a. Swales	1,340	m	\$ 50.00	\$ 67,000.00
	b. 450mm dia CSP culvert	20	m	\$ 200.00	\$ 4,000.00
	c. 600mm dia CSP culvert	24	m	\$ 250.00	\$ 6,000.00
	d. 2 x 600mm dia CSP culvert	40	m	\$ 500.00	\$ 20,000.00
	e. 2 x 900mm dia CSP culvert	40	m	\$ 750.00	\$ 30,000.00
1.12	Supply & place CB/DCB silt Socks, & monitor on existing CBs/DCBs on Ph 3 Starfish				
	a. CBs	8	ea.	\$ 322.00	\$ 2,576.00
	b. DCBs	2	ea.	\$ 644.00	\$ 1,288.00
TOTAL SECTION A - SEDIMENT & EROSION CONTROL					\$ 244,764.00

COST ESTIMATE					FT - 4
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
SECTION B - STORM SEWER					
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.					
DANNY WHEELER BOULEVARD					
2.01	525mm Diameter Storm Sewer Conc, MH1 - MH81	81.0	m	\$ 500.00	\$ 40,500.00
2.02	525mm Diameter Storm Sewer Conc, MH81 - MH80	75.0	m	\$ 500.00	\$ 37,500.00
2.03	300mm Diameter Storm Sewer PVC, MH80 - MH91	78.1	m	\$ 350.00	\$ 27,335.00
2.04	1200mm Diameter Storm Sewr Conc, MH91 - MH90	86.0	m	\$ 2,400.00	\$ 206,400.00
2.05	1200mm Diameter Storm Sewer Conc, MH90 - MH89	68.0	m	\$ 2,400.00	\$ 163,200.00
2.06	1200mm Diameter Storm Sewer Conc, MH89 - MH88	72.3	m	\$ 2,400.00	\$ 173,520.00
2.07	1050mm Diameter Storm Sewer Conc, MH88 - MH84	73.7	m	\$ 2,200.00	\$ 162,140.00
2.08	1050mm Diameter Storm Sewer Conc, MH84 - MH86	16.5	m	\$ 2,200.00	\$ 36,300.00
MAX BULMER COURT					
2.09	525mm Diameter Storm Sewer Conc, MH1 - MH76	57.2	m	\$ 500.00	\$ 28,600.00
2.10	375mm Diameter Storm Sewer PVC, MH76 - MH75	35.6	m	\$ 400.00	\$ 14,240.00
2.11	300mm Diameter Storm Sewer PVC, MH75 - MH74	24.5	m	\$ 350.00	\$ 8,575.00
2.12	300mm Diameter Storm Sewer PVC, MH74 - MH69	18.1	m	\$ 350.00	\$ 6,335.00
2.13	300mm Diameter Storm Sewer PVC, MH69 - MH70	58.5	m	\$ 350.00	\$ 20,475.00
2.14	2400mm x 1200mm Box Storm Sewer Conc, MH70 - MH72	17.8	m	\$ 6,000.00	\$ 106,800.00
2.15	2400mm x 1200mm Box Storm Sewer Conc, DCBMH58 - MH70	35.2	m	\$ 6,000.00	\$ 211,200.00
2.16	250mm Diameter Storm Sewer PVC, RLCB4 - DCBMH68	34.5	m	\$ 300.00	\$ 10,350.00
2.17	825mm Diameter Storm Sewer CONC, MH72 - MH71	81.0	m	\$ 1,800.00	\$ 145,800.00
2.18	825mm Diameter Storm Sewer Conc, MH71 - STUB6	37.0	m	\$ 1,800.00	\$ 66,600.00
2.19	600mm Diameter Storm Sewer Conc, STUB6 - Temp DCIB	10.0	m	\$ 550.00	\$ 5,500.00
CALVIN SEAMAN GATE					
2.20	2400mm x 1500mm Box Storm Sewer Conc, MH81 - MH73	101.7	m	\$ 6,500.00	\$ 661,050.00
2.21	2400mm x 1500mm Box Storm Sewer Conc, MH73 - MH72	60.0	m	\$ 6,500.00	\$ 390,000.00

Page 3 of SCHEDULE 'E'
ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 5
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
SECTION B - STORM SEWER					
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.					
DONALD INGRAM CRESCENT					
2.22	300mm Diameter Storm Sewer PVC, MH83 - MH84	32.9	m	\$ 350.00	\$ 11,515.00
2.23	2400mm x 1500mm Box Storm Sewer Conc, MH84 - MH82	29.4	m	\$ 6,500.00	\$ 191,100.00
2.24	2400mm x 1500mm Box Storm Sewer Conc, MH82 - MH81	59.9	m	\$ 6,500.00	\$ 389,350.00
ALFRED GARVEY GATE					
2.25	450mm Diameter Storm Sewer PVC, MH80 - MH79	63.0	m	\$ 450.00	\$ 28,350.00
2.26	375mm Diameter Storm Sewer PVC, MH79 - MH78	61.1	m	\$ 400.00	\$ 24,440.00
2.27	300mm Diameter Storm Sewer PVC, MH78 - MH77	19.4	m	\$ 350.00	\$ 6,790.00
THOMAS SMITH STREET					
2.28	375mm Diameter Storm Sewer PVC, STUB7 - MH91	40.0	m	\$ 400.00	\$ 16,000.00
2.29	1200mm Diameter Storm Sewer Conc, MH91 - MH92	55.5	m	\$ 2,400.00	\$ 133,200.00
2.30	1200mm Diameter Storm Sewer Conc, MH92 - MH93	84.4	m	\$ 2,400.00	\$ 202,560.00
2.31	1200mm Diameter Storm Sewer Conc, MH93 - MH96	76.4	m	\$ 2,400.00	\$ 183,360.00
2.32	1200mm Diameter Storm Sewer Conc, MH96 - STUB8	16.2	m	\$ 2,400.00	\$ 38,880.00
2.33	450mm Diameter Storm Sewer PVC MH96 - MH95	110.0	m	\$ 450.00	\$ 49,500.00
2.34	300mm Diameter Storm Sewer PVC HW6 - DCB	8.9	m	\$ 350.00	\$ 3,115.00
2.35	300mm Diameter Storm Sewer PVC DCB - DCB	7.8	m	\$ 350.00	\$ 2,730.00
WOODBINE AVENUE (INTERNAL)					
2.36	1050mm Diameter Storm Sewer Conc, DCBMH86 - MH99	75.3	m	\$ 2,200.00	\$ 165,660.00

Page 4 of SCHEDULE 'E'
ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 6
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
SECTION B - STORM SEWER					
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.					
DANNY WHEELER BOULEVARD					
2.37	Storm MH81 - 3600mm dia.	2.96	m		\$ 56,000.00
2.38	Storm MH80 - 1500mm dia.	3.79	m		\$ 14,000.00
2.39	Storm MH91 - 3000mm dia.	4.15	m		\$ 50,000.00
2.40	Storm MH90 - 2400mm dia.	4.08	m		\$ 30,000.00
2.41	Storm MH89 - 2400mm dia.	4.26	m		\$ 30,000.00
2.42	Storm MH88 - 2400mm dia.	4.98	m		\$ 32,000.00
2.43	Storm MH86 - 2400mm dia.	4.75	m		\$ 32,000.00
MAX BULMER COURT					
2.44	Storm MH76 - 1200mm dia.	1.63	m		\$ 9,000.00
2.45	Storm MH75 - 1200mm dia.	1.54	m		\$ 9,000.00
2.46	Storm MH74 - 1200mm dia.	1.51	m		\$ 9,000.00
2.47	Storm DCBMH68 (2.5mX5.5m with opening)	1.80	m		
2.48	Storm MH69 - 1200mm dia.	1.46	m		\$ 9,000.00
2.49	Storm MH70 - 4000mm x 4000mm BOX MH	3.14	m		\$ 75,000.00
2.50	Storm MH72 - 4000mm x 4000mm BOX MH	3.42	m		\$ 75,000.00
2.51	Storm MH71 - 1500mm dia.	2.73	m		\$ 13,000.00
2.52	TEMP DICB (OPSD 705.040 TYPE A with TYPE B HOR. GRATE	1.10	m		\$ 8,000.00
DONALD INGRAM CRESCENT					
2.53	Storm MH83 - 1200mm dia.	1.50	m		\$ 9,000.00
2.54	Storm MH84 - 3600mm dia.	2.50	m		\$ 55,000.00
2.54	Storm MH82 - MH TEE OPSD 707.010	2.58	m		\$ 4,000.00
2.55	Storm MH81 - 3600mm dia.	2.96	m		\$ 55,000.00
CALVIN SEAMAN GATE					
2.56	Storm MH73 - MH TEE OPSD 707.010	3.18	m		\$ 4,000.00
ALFRED GARVEY GATE					
2.57	Storm MH79 - 1200mm dia.	3.43	m		\$ 12,000.00
2.58	Storm MH78 - 1200mm dia.	2.53	m		\$ 10,000.00
2.59	Storm MH77 - 1200mm dia.	2.02	m		\$ 9,000.00
THOMAS SMITH STREET					
2.60	Storm MH92 - 2400mm dia.	4.08	m		\$ 30,000.00
2.61	Storm MH93 - 2400mm dia.	3.77	m		\$ 30,000.00
2.62	Storm MH96 - 3600mm dia.	3.75	m		\$ 58,000.00
2.63	Storm MH95 - 1200mm dia.	3.11	m		\$ 12,000.00
2.64	Storm MH94 - 1200mm dia.	1.85	m		\$ 9,000.00
2.65	HW6 (OPSD 804.030)				\$ 75,000.00
2.66	TEMP DICB (OPSD 705.040 TYPE A with TYPE B HOR. GRATE	1.10	m		\$ 8,000.00
WOODBINE AVENUE (INTERNAL)					
2.67	Storm MH99 - 1800mm dia.	2.43	m		\$ 32,000.00
2.68	Single CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	38	ea	\$ 5,000.00	\$ 190,000.00
2.69	Double CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	20	ea	\$ 8,000.00	\$ 160,000.00
2.70	STM Service Connection				
	THOMAS SMITH STREET	44	ea.	\$ 2,500.00	\$ 110,000.00
	MAX BULMER COURT	39	ea.	\$ 2,500.00	\$ 97,500.00
	DONALD INGRAM CRESCENT	12	ea.	\$ 2,500.00	\$ 30,000.00
	CALVIN SEAMAN GATE	21	ea.	\$ 2,500.00	\$ 52,500.00
	ALFRED GARVEY GATE	29	ea.	\$ 2,500.00	\$ 72,500.00
	DANNY WHEELER BOULEVARD	29	ea.	\$ 2,500.00	\$ 72,500.00
TOTAL SECTION B - STORM SEWER					\$ 5,616,970.00

Page 5 of SCHEDULE 'E'
ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 7
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
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 stnds, includes but not limited to flushing, CCTV, air test.					
SWM Inlet					
3.01	2400mm x 1200mm Box Storm Sewer Conc MH96 - MH97	36.8	m	\$ 6,000.00	\$ 220,800.00
3.02	2400mm x 1200mm Box Storm Sewer Conc MH97 - HW5	32.8	m	\$ 6,000.00	\$ 196,800.00
3.03	2400mm x 1500mm Box Storm Sewer Conc MH84 - HW4	47.6	m	\$ 6,500.00	\$ 309,400.00
SWM Outlet					
3.04	Two 13.1m of 1800mm x 900mm Box Storm Sewer Conc HW7 - MH100	26.2	m	\$ 4,500.00	\$ 117,900.00
3.05	2400mm x 1200mm Box Storm Sewer Conc MH100 - HW8	15.2	m	\$ 6,000.00	\$ 91,200.00
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					
3.06	2400mm x 1200mm Box Storm MH97	1	ea	\$ 70,000.00	\$ 70,000.00
3.07	HW5 (OPSD 804.040 with Grating OSPD 804.050)	1	ea	\$ 85,000.00	\$ 85,000.00
3.08	HW4 (OPSD 804.040 with Grating OSPD 804.050)	1	ea	\$ 85,000.00	\$ 85,000.00
SWM Outlet					
3.09	HW7 (OPSD 804.040 with Grating OSPD 804.050)	1	ea	\$ 85,000.00	\$ 85,000.00
3.10	MH100 OCS (8500mm x 3000mm)	1	ea	\$ 165,000.00	\$ 165,000.00
3.11	HW8 (OPSD 804.040 with Grating OSPD 804.050)	1	ea	\$ 85,000.00	\$ 85,000.00
3.12	Construct Outlet Channel as per Detail	25.0	m	\$ 45.00	\$ 1,125.00
3.13	Emergency Overflow Weir, Cable Concrete - 33.0m x 15.0m	495.0	m2	\$ 220.00	\$ 108,900.00
3.14	Major System Overland Spillway, Cable Concrete. 18.0m X 26 .0m	468.0	m2	\$ 220.00	\$ 102,960.00
3.15	Major System Overland Spillway, Cable Concrete. 10.0m X 83.0m	830.0	m2	\$ 220.00	\$ 182,600.00
3.16	4m Access Road Turning area and ramp, per Detail; 40mm HL3, 75mm HL8, 150mm A, 250mm B	600.0	m2	\$ 80.00	\$ 48,000.00
3.17	Construct Plunge Pool as per Detail	1.0	LS	\$ 1,500.00	\$ 1,500.00
3.18	Construct Rip Rap Spillway 300mm DIA, 600mm DEEP, 4.0m WIDE with Filter Cloth	2.0	LS	\$ 15,000.00	\$ 30,000.00
3.19	3m asphalt trail; 40mm HL3, 75mm HL8, 150mm A, 250mm B	1,600.0	m2	\$ 80.00	\$ 128,000.00
3.20	Supply and place topsoil (300mm thick) from stock pile	9,800.0	m3	\$ 8.00	\$ 78,400.00
3.21	Drying Area - S&P 50mm stone - 300mm thick	2,500.0	m2	\$ 20.00	\$ 50,000.00
3.22	Permanent Dewatering Sump as per detail	2.0	LS	\$ 5,000.00	\$ 10,000.00
3.23	Supply and place curb cut	18.0	m	\$ 25.00	\$ 450.00
3.24	3m Wide Swale with 2.5m WIDE x 1.2m DEEP x 200m LONG Infiltration Trench wrapped in non-woven filter cloth	600.0	m3	\$ 200.00	\$ 120,000.00
TOTAL SECTION C - SWM POND					\$ 2,373,035.00

ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 8
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
SECTION C - SANITARY AND APPURTANENCES					
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.					
DANNY WHEELER					
4.01	300mm Diameter Sanitary, MH1A - MH83A	75.0	m	\$ 375.00	\$ 28,125.00
4.02	300mm Diameter Sanitary, MH83A - MH87A	81.0	m	\$ 375.00	\$ 30,375.00
4.03	300mm Diameter Sanitary, MH87A - MH98A	78.1	m	\$ 375.00	\$ 29,287.50
4.04	300mm Diameter Sanitary, MH98A - MH97A	86.0	m	\$ 375.00	\$ 32,250.00
4.05	300mm Diameter Sanitary, MH97A - MH96A	68.8	m	\$ 375.00	\$ 25,800.00
4.06	200mm Diameter Sanitary, MH96A - STUB8A	14.5	m	\$ 320.00	\$ 4,640.00
4.07	200mm Diameter Sanitary, MH96A - MH95A	72.4	m	\$ 320.00	\$ 23,168.00
4.08	200mm Diameter Sanitary, MH95A - MH94A	14.5	m	\$ 320.00	\$ 4,640.00
MAX BULMER COURT					
4.08	200mm Diameter Sanitary, MH1A - MH76A	60.6	m	\$ 320.00	\$ 19,392.00
4.09	200mm Diameter Sanitary, MH76A - MH75A	36.3	m	\$ 320.00	\$ 11,616.00
4.10	200mm Diameter Sanitary, MH75A - MH74A	23.5	m	\$ 320.00	\$ 7,520.00
4.11	200mm Diameter Sanitary, MH74A - MH73A	15.3	m	\$ 320.00	\$ 4,896.00
4.12	200mm Diameter Sanitary, MH73A - MH72A	77.9	m	\$ 320.00	\$ 24,928.00
4.13	200mm Diameter Sanitary, MH72A - MH71A	81.0	m	\$ 320.00	\$ 25,920.00
4.14	200mm Diameter Sanitary, MH71A - STUB6A	33.6	m	\$ 320.00	\$ 10,752.00
THOMAS SMITH STREET					
4.15	200mm Diameter Sanitary, MH93A - MH98A	43.0	m	\$ 320.00	\$ 13,760.00
4.16	200mm Diameter Sanitary, MH98A - MH92A	51.8	m	\$ 320.00	\$ 16,576.00
4.17	200mm Diameter Sanitary, MH92A - MH91A	85.5	m	\$ 320.00	\$ 27,360.00
4.18	200mm Diameter Sanitary, MH91A - MH90A	77.5	m	\$ 320.00	\$ 24,800.00
4.19	200mm Diameter Sanitary, MH90A - MH89A	108.0	m	\$ 320.00	\$ 34,560.00
4.20	200mm Diameter Sanitary, MH89A - MH88A	70.7	m	\$ 320.00	\$ 22,624.00
4.21	MH88A - SAN V&B, Sanitary Grinder Pump Service	18.5	m	\$ 320.00	\$ 5,920.00
4.22	200mm Diameter Sanitary, MH90A - STUB 9A, Park Blk	10.2	m	\$ 320.00	\$ 3,264.00
4.23	200mm Diameter Sanitary, MH90A - STUB 7A	13.2	m	\$ 320.00	\$ 4,224.00
DONALD INGRAM CRESCENT					
4.24	200mm Diameter Sanitary, MH77A - MH78A	25.6	m	\$ 320.00	\$ 8,192.00
4.25	200mm Diameter Sanitary, MH78A - MH79A	6.7	m	\$ 320.00	\$ 2,144.00
4.26	200mm Diameter Sanitary, MH79A - MH80A	24.1	m	\$ 320.00	\$ 7,712.00
4.27	200mm Diameter Sanitary, MH80A - MH83A	57.5	m	\$ 320.00	\$ 18,400.00
CALVIN SEAMAN GATE					
4.28	200mm Diameter Sanitary, MH83A - MH82A	104.9	m	\$ 320.00	\$ 33,568.00
4.29	200mm Diameter Sanitary, MH82A - MH81A	12.4	m	\$ 320.00	\$ 3,968.00
ALFRED GARVEY GATE					
4.30	200mm Diameter Sanitary, MH87A - MH86A	66.5	m	\$ 320.00	\$ 21,280.00
4.31	200mm Diameter Sanitary, MH86A - MH85A	61.1	m	\$ 320.00	\$ 19,552.00
4.32	200mm Diameter Sanitary, MH85A - MH84A	20.5	m	\$ 320.00	\$ 6,560.00

ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 9
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
SECTION C - SANITARY AND APPURTANANCES					
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.					
THOMAS SMITH STREET					
4.33	Sanitary MH93A, 1200mm Dia.	4.36	m		\$ 16,000.00
4.34	Sanitary MH98A, 1200mm Dia. with Drop Structure	6.29	m		\$ 24,000.00
4.35	Sanitary MH92A, 1200mm Dia.	5.12	m		\$ 18,000.00
4.36	Sanitary MH91A, 1200mm Dia.	3.38	m		\$ 14,000.00
4.37	Sanitary MH90A, 1200mm Dia. Watertight lid	2.21	m		\$ 14,000.00
4.38	Sanitary MH89A, 1200mm Dia.	2.18	m		\$ 14,000.00
4.39	Sanitary MH88A, 1200mm Dia.	1.41	m		\$ 14,000.00
MAX BULMER COURT					
4.40	Sanitary MH76A, 1200mm Dia.	4.14	m		\$ 16,000.00
4.41	Sanitary MH75A, 1200mm Dia.	4.07	m		\$ 16,000.00
4.42	Sanitary MH74A, 1200mm Dia.	4.02	m		\$ 16,000.00
4.43	Sanitary MH73A, 1200mm Dia.	4.07	m		\$ 16,000.00
4.44	Sanitary MH72A, 1200mm Dia.	4.01	m		\$ 16,000.00
4.45	Sanitary MH71A, 1200mm Dia.	3.94	m		\$ 15,000.00
DONALD INGRAM CRESCENT					
4.46	Sanitary MH77A, 1200mm Dia.	2.94	m		\$ 14,000.00
4.47	Sanitary MH78A, 1200mm Dia. Watertight lid	2.88	m		\$ 14,000.00
4.48	Sanitary MH79A, 1200mm Dia. Watertight lid	2.98	m		\$ 14,000.00
4.49	Sanitary MH80A, 1200mm Dia.	3.25	m		\$ 14,000.00
4.50	Sanitary MH83A, 1200mm Dia.	4.07	m		\$ 16,000.00
CALVIN SEAMAN GATE					
4.51	Sanitary MH82A, 1200mm Dia.	3.98	m		\$ 14,000.00
4.52	Sanitary MH81A, 1200mm Dia.	3.91	m		\$ 14,000.00
ALFRED GARVEY GATE					
4.53	Sanitary MH87A, 1200mm Dia. with Drop Structure	6.10	m		\$ 24,000.00
4.54	Sanitary MH86A, 1200mm Dia.	4.73	m		\$ 17,000.00
4.55	Sanitary MH85A, 1200mm Dia.	3.81	m		\$ 14,000.00
4.56	Sanitary MH84A, 1200mm Dia.	3.41	m		\$ 14,000.00
DANNY WHEELER BOULEVARD					
4.57	Sanitary MH97A, 1200mm Dia.	6.43	m		\$ 20,000.00
4.58	Sanitary MH96A, 1200mm Dia. with Drop Structure	6.72	m		\$ 24,000.00
4.59	Sanitary MH95A, 1200mm Dia.	3.22	m		\$ 14,000.00
4.60	Sanitary MH94A, 1200mm Dia.	3.23	m		\$ 14,000.00
4.61	Supply & place single 125mm dia. Sanitary sewer services and all appurtenances. Services to be brought 3.0m beyond property line with 100mm pipe.				
	a. THOMAS SMITH STREET	44	ea.	\$ 2,500.00	\$ 110,000.00
	b. MAX BULMER COURT	39	ea.	\$ 2,500.00	\$ 97,500.00
	c. DONALD INGRAM CRESCENT	12	ea.	\$ 2,500.00	\$ 30,000.00
	d. CALVIN SEAMAN GATE	21	ea.	\$ 2,500.00	\$ 52,500.00
	e. ALFRED GARVEY GATE	29	ea.	\$ 2,500.00	\$ 72,500.00
	f. DANNY WHEELER BOULEVARD	31	ea.	\$ 2,500.00	\$ 77,500.00
TOTAL SECTION C - SANITARY AND APPURTANANCES					\$ 1,447,773.50

ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 10
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
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 stnds, includes but not limited to pressure testing, swabbing, chlorination, bacteriological test, test points.					
DANNY WHEELER BOULEVARD					
5.01	250mm Dia PVC Watermain	525	m	\$ 400.00	\$ 210,000.00
5.02	200mm Dia PVC Watermain	20	m	\$ 350.00	\$ 7,000.00
5.03	150mm Dia PVC Watermain	22	m	\$ 300.00	\$ 6,600.00
5.04	Supply and place 250mm x 200mm Reducer	1	ea.	\$ 600.00	\$ 600.00
5.05	Supply and place 250mm x 150mm Reducer	1	ea.	\$ 600.00	\$ 600.00
5.06	Supply and place 250 x 250 x 200 x 200 CROSS	1	ea.	\$ 1,000.00	\$ 1,000.00
5.07	Supply and place 250 x 250 x 150 x 150 CROSS	2	ea.	\$ 900.00	\$ 1,800.00
5.08	Supply and place 250 x 250 x 200 TEE	1	ea.	\$ 800.00	\$ 800.00
5.09	Supply and place 250 x 250 x 150 TEE	2	ea.	\$ 800.00	\$ 1,600.00
5.10	Supply and place plug and blow-off	1	ea.	\$ 500.00	\$ 500.00
5.11	Supply and place 250mm Dia. Valves	10	ea.	\$ 2,750.00	\$ 27,500.00
5.12	Supply and place 200mm Dia. Valves	1	ea.	\$ 1,800.00	\$ 1,800.00
5.13	Supply and place 150mm Dia. Valves	2	ea.	\$ 1,200.00	\$ 2,400.00
5.14	Supply and place hydrants and valves. Includes anti tampering device	5	ea.	\$ 8,000.00	\$ 40,000.00
THOMAS SMITH STREET					
5.15	200mm Dia PVC Watermain	482	m	\$ 350.00	\$ 168,700.00
5.16	150mm Dia PVC Watermain	60	m	\$ 300.00	\$ 18,000.00
5.17	50mm Dia PVC Watermain	15	m	\$ 250.00	\$ 3,750.00
5.18	Supply and place 200mm Dia. Valves	5	ea.	\$ 1,800.00	\$ 9,000.00
5.19	Supply and place 150mm Dia. Valves	2	ea.	\$ 1,200.00	\$ 2,400.00
5.20	Supply and place plug and blow-off	2	ea.	\$ 500.00	\$ 1,000.00
5.21	Supply and place hydrants and valves. Includes anti tampering device	4	ea.	\$ 8,000.00	\$ 32,000.00
5.22	Supply and place 200 x 200 x 50 TEE	1	ea.	\$ 600.00	\$ 600.00
5.23	Supply and place 200 x 200 x 150 TEE	1	ea.	\$ 700.00	\$ 700.00
MAX BULMER COURT					
5.22	150mm Dia PVC Watermain	330	m	\$ 300.00	\$ 99,000.00
5.23	Supply and place hydrants and valves. Includes anti tampering device	2	ea.	\$ 8,000.00	\$ 16,000.00
5.24	Supply and place 150mm Dia. Valves	6	ea.	\$ 1,200.00	\$ 7,200.00
5.25	Supply and place 150 TEE	2	ea.	\$ 500.00	\$ 1,000.00
5.26	Supply and place plug and blow-off	1	ea.	\$ 500.00	\$ 500.00
ALFRED GARVEY GATE					
5.27	150mm Dia PVC Watermain	195	m	\$ 300.00	\$ 58,500.00
5.28	Supply and place hydrants and valves. Includes anti tampering device	2	ea.	\$ 8,000.00	\$ 16,000.00
5.29	Supply and place 150mm Dia. Valves	3	ea.	\$ 1,200.00	\$ 3,600.00
DONALD INGRAM CRESCENT					
5.30	150mm Dia PVC Watermain	125	m	\$ 300.00	\$ 37,500.00
5.31	Supply and place 150mm Dia. Valves	1	ea.	\$ 1,200.00	\$ 1,200.00
CALVIN SEAMAN GATE					
5.32	150mm Dia PVC Watermain	165	m	\$ 300.00	\$ 49,500.00
5.33	Supply and place 150mm Dia. Valves	3	ea.	\$ 1,200.00	\$ 3,600.00
5.34	Testing & commissioning of watermain system, internal & external	1	ea.	\$ 25,000.00	\$ 25,000.00
5.35	Supply & place water services, internally	176	ea.	\$ 1,800.00	\$ 316,800.00
TOTAL SECTION D - WATERMAINS AND APPURTENANCES					\$ 1,173,750.00

ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 11
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
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	38,000	m2	\$ 1.00	\$ 38,000.00
6.02	LOCAL ROADS; Supply and place pavement structure, including compaction.				
	a. 350mm Granular 'B'	24,300	m2	\$ 15.00	\$ 364,500.00
	b. 150mm Granular 'A'	23,100	m2	\$ 15.00	\$ 346,500.00
	c. 50mm HL-8	22,000	m2	\$ 17.00	\$ 374,000.00
	d. 40mm HL-3	22,000	m2	\$ 20.00	\$ 440,000.00
	Adjustments include all roads				
6.03	a. Adjust MHs to top asphalt	59	ea.	\$ 450.00	\$ 26,550.00
	b. Adjust CBs to top asphalt	38	ea.	\$ 550.00	\$ 20,900.00
	c. Adjust DCBs to top asphalt	20	ea.	\$ 900.00	\$ 18,000.00
6.05	Supply and place two stage concrete curb and gutter				
	a. Base	4,200	m	\$ 55.00	\$ 231,000.00
	b. Top	4,200	m	\$ 65.00	\$ 273,000.00
6.06	Supply and place continuous perforated 150mm subdrain with filter sock in granular 'A'	4,200	m	\$ 25.00	\$ 105,000.00
6.07	Supply and place concrete pad for Canada Post box	4	ea.	\$ 2,000.00	\$ 8,000.00
6.08	Provide Lap Joint where new pavement matches into existing	425	m	\$ 20.00	\$ 8,500.00
6.09	Supply and place proposed spillway per OPSD 605.030.	2	ea.	\$ 500.00	\$ 1,000.00
	Supply and place street line painting				
6.10	TEMPORARY	1	LS	\$ 8,000.00	\$ 8,000.00
6.11	PERMANENT COLD PLASTIC	1	LS	\$ 22,000.00	\$ 22,000.00
	Supply and place TEMPORARY street signage and post				
6.12	a. Stop	10	ea.	\$ 425.00	\$ 4,250.00
	b. Street Name	10	ea.	\$ 350.00	\$ 3,500.00
	c. No Parking	37	ea.	\$ 450.00	\$ 16,650.00
	d. SWM POND Warning	2	ea.	\$ 350.00	\$ 700.00
	Supply and place PERMANENT street signage and post				
6.13	a. Stop	10	ea.	\$ 425.00	\$ 4,250.00
	b. Street Name	10	ea.	\$ 350.00	\$ 3,500.00
	c. No Parking	37	ea.	\$ 450.00	\$ 16,650.00
	d. SWM POND Warning	2	ea.	\$ 350.00	\$ 700.00
6.14	Supply and place dead end barricade	5	ea.	\$ 3,000.00	\$ 15,000.00
6.15	Remove and replace ex curb at radi tie ins	4	ea.	\$ 175.00	\$ 700.00
TOTAL SECTION F - ROADWORKS					\$ 2,350,850.00

ESTIMATE OF COSTS OF WORKS

COST ESTIMATE					FT - 12
ORCHIDTRAIL PHASE 1					MAR 6, 2024 - 1931
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	2,400	m	\$ 90.00	\$ 216,000.00
7.02	S&P tactile warning plates	60	ea.	\$ 750.00	\$ 45,000.00
TOTAL SECTION G - SIDEWALKS					\$ 261,000.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION H - DRIVEWAYS					
8.01	Supply and place driveway aprons	176	ea.	\$ 750.00	\$ 132,000.00
TOTAL SECTION H - DRIVEWAYS					\$ 132,000.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION I - RETAINING WALL					
South					
9.01	Supply and place retaining wall - South P/L	215	m2	\$ 900.00	\$ 193,500.00
9.02	S&P 1.50m chainlink fence on top of wall	160	m	\$ 150.00	\$ 24,000.00
North					
9.03	Supply and place retaining wall - North P/L	155	m2	\$ 900.00	\$ 139,500.00
9.04	S&P 1.50m chainlink fence on top of wall	90	m	\$ 150.00	\$ 13,500.00
TOTAL SECTION I - RETAINING WALL					\$ 370,500.00

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 - G2	-	GENERAL ABOVEGROUND PLANS
G3 - G4	-	GENERAL UNDERGROUND PLANS
G5	-	LOT PHASING PLAN
GR1 – GR5	-	GRADE CONTROL PLANS
GG1	-	CURB & GUTTER GRADE PLAN
P1	-	DANNY WHEELER BOULEVARD (0+000.000 TO 0+300.000)
P2	-	DANNY WHEELER BOULEVARD (0+300.000 TO 0+579.240)
P3	-	STREET "F" (0+000.000 TO 0+209.820)
P4	-	STREET "G" (0+000.000 TO 0+160.000)
P5	-	STREET "G" (0+160.000 TO 0+290.720)
P6	-	STREET "H" (-0+011.500 TO 0+180.000)
P7	-	STREET "H" (0+180.000 TO 0+329.460)
P8	-	STREET "I" (-0+010.050 TO 0+280.000)
P9	-	STREET "I" (0+280.000 TO 0+533.450)
P10	-	WOODBINE AVENUE (0+000.000 TO 0+300.000)
P11	-	WOODBINE AVENUE (0+300.000 TO 0+600.000)
P12	-	OLD HOMESTEAD ROAD (0+220.000 TO 0+445.000)
P13	-	STORM POND INLET EAST(-0+014.750 TO 0+089.890) SOUTH (0+000.000 TO 0+080.000)
S1 - S2	-	STORM DRAINAGE AREA PLANS
S3 - S4	-	SANITARY DRAINAGE AREA PLANS
S5 - S7	-	SEDIMENT AND EROSION CONTROL PLANS
S8 – S9	-	SECTIONS ALONG WOODBINE AVENUE
S10	-	OLD HOMESTEAD ROAD
R1	-	REMOVALS PLAN
PR1 - PR2	-	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
C6	-	PARK INFILTRATION TRENCH DETAILS PLAN
U1 – U5	-	COMPOSITE UTILITY PLANS

LANDSCAPE ARCHITECT: cosburn nauboris landscape architects

L1 – L4	-	STREETSCAPE PLANS
LW1	-	SWM POND RESTORATION PLAN
LD1	-	DETAILS PLANS
LW-D1	-	PLANTING DETAILS & PLANT LISTS PLAN

ELECTRICAL ENGINEER: RTG Systems Inc. Electrical Consulting Engineers

SL01	-	STREETLIGHT SYSTEM PLANS
SL02	-	STREETLIGHT SYSTEM PLANS & CROSS-SECTIONS
SL03	-	STREETLIGHT DETAILS PLAN
PH01 - PH02-	-	PHOTOMETRIC PLANS

SCHEDULE "H"
CONSTRUCTION MANAGEMENT PLAN

*** To be provided by the Owner ***

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.