

Attachment 3 – Draft Subdivision Agreement

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

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## 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

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## 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. W/W 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 1<sup>st</sup> 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 1<sup>st</sup> 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](mailto: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>](mailto: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](mailto: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 (5<sup>th</sup>) 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*

**DRAFT**

**PAGE 1 OF SCHEDULE 1  
DEFINITIONS**

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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)”** 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)’ Engineer”** means a professional engineer or a firm of professional engineers retained by the Owner(s) or Owner(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’

DRAFT

**SCHEDULE 2  
LEGAL DESCRIPTION OF LANDS  
(TO BE SUBDIVIDED)**

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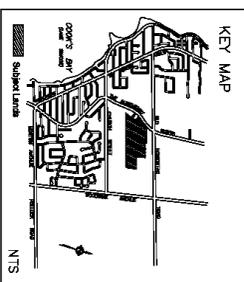
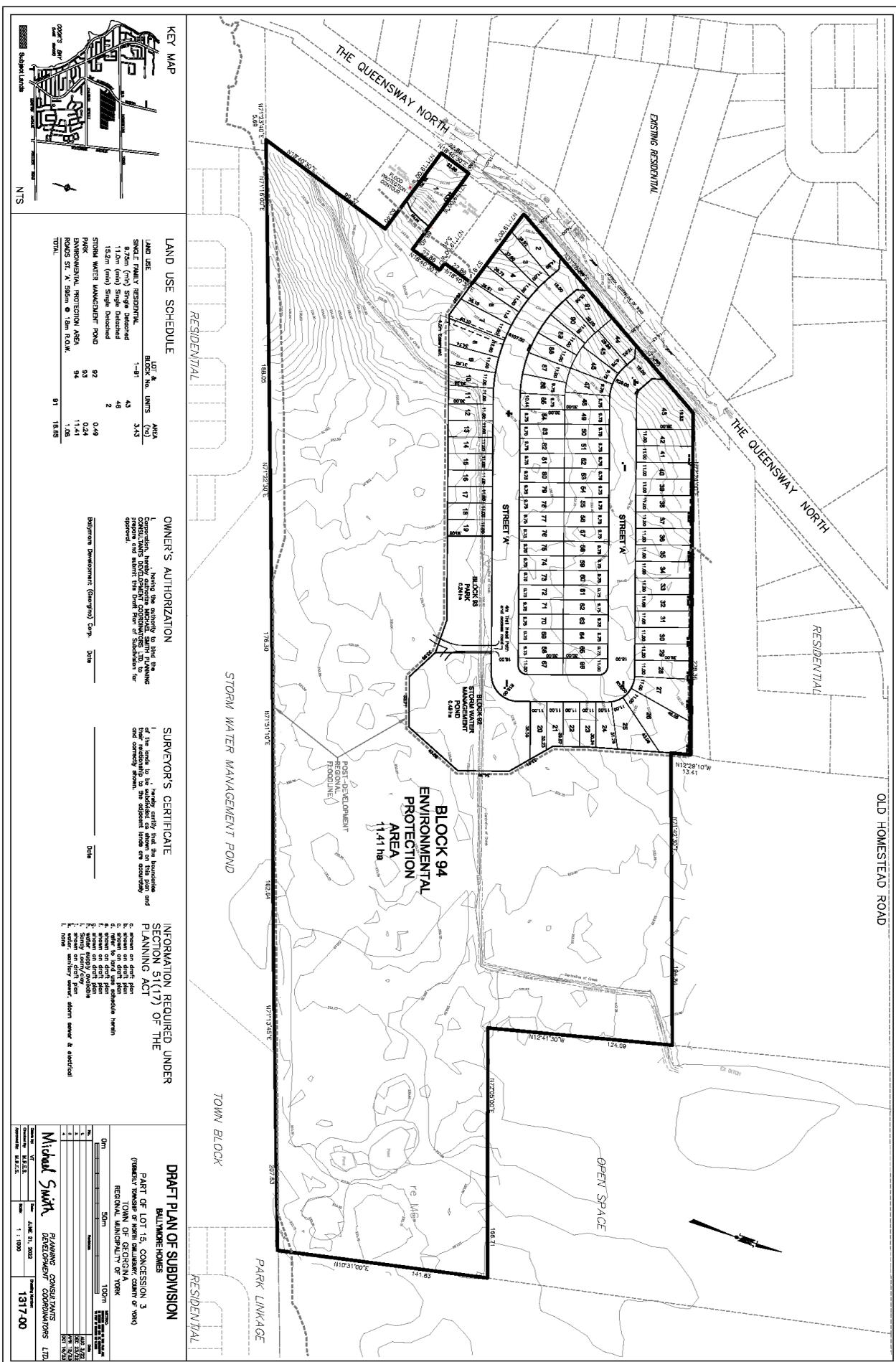
THOSE CERTAIN LANDS situated in the Town of Georgina (formerly the geographic Township of North Gwillimbury) and being composed of the following:

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**



**LAND USE SCHEDULE**

LAND USE	LOT & BLOCK No.	UNITS	AREA (sq)
SINGLE FAMILY RESIDENTIAL	1-87	43	3.43
1.57m (5m) Single Detached		43	
1.57m (5m) Single Detached		43	
STORM WATER MANAGEMENT POND	82	2	0.49
PARK	83	0.24	0.24
ENVIRONMENTAL PROTECTION AREA	84	11.41	11.41
ROADS ST. X, ST. Y & 18m R.O.W.			1.08
<b>TOTAL</b>	81	18.85	

**OWNER'S AUTHORIZATION**

I, the undersigned, hereby authorize the preparation of this plan and the registration of the same, and I hereby warrant that the plan and the registration of the same are in accordance with the provisions of the Act.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, the undersigned, hereby certify that the boundaries of the lots shown on this plan and the area of the lots are in accordance with the provisions of the Act and the surveying records.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT**

1. name of the applicant
2. name of the land
3. name of the land
4. name of the land
5. name of the land
6. name of the land
7. name of the land
8. name of the land
9. name of the land
10. name of the land

**DRAFT PLAN OF SUBDIVISION**

BALDWIN-HOBBS

PART OF LOT 15, CONCESSION 3 (FORMERLY TOWNSHIP OF NORTH GUELPH/COUNTY OF YORK) REGIONAL MUNICIPALITY OF YORK

DATE: \_\_\_\_\_

Scale: 1:1000

1317-00

Michael Smith PLANNING CONSULTANTS DEVELOPMENT COORDINATORS LTD.

**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.

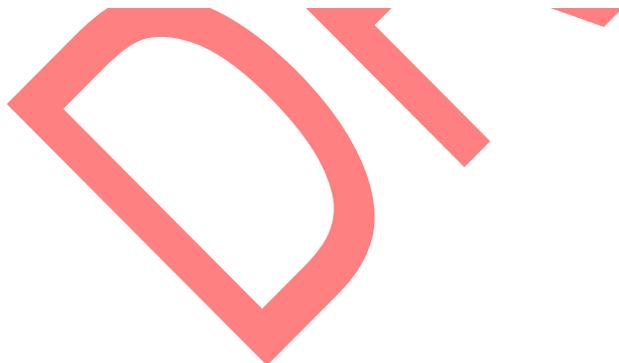
Dated this 24th day of August, 2023

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

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**STREETLIGHTING PLANS:**

**DRAFT**

**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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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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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
<b>Total Residential Lots</b>		<b>34485.9</b>				



<b>Block No.</b>	<b>Area (sq. m)</b>	
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	
<b>Total SWM Pond</b>	<b>4941.8</b>	
<b>Total Park Land Dedication</b>	<b>2414.1</b>	
<b>Total Environmental Protection Area</b>	<b>113978.0</b>	
<b>Total Streets, Street Widening and Reserves</b>	<b>10643.7</b>	
<b>Total Area of Subdivision</b>	<b>166463.6</b>	<b>m<sup>2</sup></b>
	<b>16.6464</b>	<b>ha</b>

Dated: November 19, 2024

\_\_\_\_\_  
 Michael J. Gorman  
 Ontario Land Surveyor

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**SCHEDULE 7  
EASEMENTS, LANDS AND RESERVES TO BE CONVEYED**

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Owner to Provide This information

**DRAFT**

## SCHEDULE 8 SCHEDULE OF WORKS

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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

**PAGE 1 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

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**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

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

<b>TOTAL ESTIMATED PRICE (Excluding HST)</b>	<b>\$ 6,036,813.58</b>
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<b>TOWN FEE AMOUNT 5.4% OF ESTIMATED PRICE (Excluding HST)</b>	<b>\$ 325,987.93</b>
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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.

**PAGE 2 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

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**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**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
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
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**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



**PAGE 4 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

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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
<b>SUB-TOTAL "A" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>357,683.60</b>



**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						
<b>Street A</b>										
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						
<b>Street A</b>											
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



**PAGE 6 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

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 <sup>3</sup>	\$ 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
<b>SUB-TOTAL "B" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>652,305.00</b>



**PAGE 7 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTA - 7

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>C. WATERMAINS AND APPURTENANCES</b>					
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
<b>SUB-TOTAL "C" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>286,050.00</b>



**PAGE 8 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTA - 8

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>D. SERVICE CONNECTIONS</b>					
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. <b>(green only)</b>	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. <b>(white only)</b>	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
<b>SUB-TOTAL "D" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>691,500.00</b>



**PAGE 9 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTA - 9

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>E. STORMWATER MANAGEMENT POND</b>					
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 N N 1.9 m	1.0	each	\$ 15,000.00	\$ 15,000.00
	16 1200 mm N N 1.9 m	1.0	each	\$ 8,000.00	\$ 8,000.00
	17 1500 mm N N 2.9 m	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 N N 3.7 m	1.0	each	\$ 15,000.00	\$ 15,000.00
E3)	Two x 13.0 m 300mm diameter osp 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 <sup>2</sup>	\$ 28.00	\$ 21,420.00
b)	19mm Crusher Run Limestone compacted to 98% SPD - 200mm depth	765.0	m <sup>2</sup>	\$ 12.00	\$ 9,180.00
c)	HL8 Asphalt - 50mm depth	765.0	m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 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	m <sup>2</sup> m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 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	m <sup>2</sup>	\$ 95.00	\$ 2,375.00
E17)	Hydroseed all disturbed areas with Bank Stabilization Seed Mix	3,575.0	m <sup>2</sup>	\$ 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
<b>SUB-TOTAL "E" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>523,477.50</b>



**PAGE 11 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTA - 11

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>F. PREPARATION OF ROAD BASE AND PAVING</b>					
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 <sup>2</sup>	\$ 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 <sup>2</sup>	\$ 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 <sup>2</sup>	\$ 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 <sup>2</sup>	\$ 10.00	\$ 45,000.00
<b>SUB-TOTAL "F" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>474,600.00</b>



**PAGE 12 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

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FOTA - 12

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>G. CURB AND GUTTER</b>					
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
<b>SUB-TOTAL "G" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>79,750.00</b>



**PAGE 13 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

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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	\$ 218,305.00
C.	MISCELLANEOUS ITEMS	\$ 29,046.00

<b>CONTRACT "B" ESTIMATED PRICE (Excluding HST) \$</b>	<b>409,726.00</b>
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(CARRY FORWARD TO SUMMARY OF ESTIMATES)



**PAGE 14 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTB - 3

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>A. ROAD PAVING</b>					
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 <sup>2</sup>	\$ 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
<b>SUB-TOTAL "A" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>164,375.00</b>



**PAGE 15 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTB - 4

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>B. CURBS AND GUTTER, SIDEWALKS AND SIGNS</b>					
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
<b>SUB-TOTAL "B" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>216,305.00</b>



**PAGE 16 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

FOTB - 6

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>C. MISCELLANEOUS ITEMS</b>					
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.	170.0	m	\$ 11.50	\$ 1,955.00
	a) single row sediment control fence	650.0	m	\$ 20.00	\$ 13,000.00
	b) double row sediment control fence				
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 hickenbolton, complete benching and supply and install office 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
<b>SUB-TOTAL "C" CARRIED FORWARD TO SUMMARY</b>				<b>\$</b>	<b>29,046.00</b>



**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
<b>1.0 SITE WORKS - Channel Construction</b>					
<b>1.1 Channel Construction</b>					
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	Grading 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
<b>1.1 Channel Construction Subtotal</b>					<b>\$ 247,079.60</b>
<b>1.2 Restoration/Revegetation</b>					
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	m <sup>2</sup>	\$ 1.75	\$ 38,234.00
4	HydroSeeding- Seed type S2	14956	m <sup>2</sup>	\$ 1.75	\$ 26,173.00
5	HydroSeeding- Seed type S3	23275	m <sup>2</sup>	\$ 1.75	\$ 40,731.25
<b>1.2 Restoration/Revegetation Subtotal</b>					<b>\$ 149,689.85</b>
<b>1 SITE WORKS - Channel Construction Subtotal</b>					<b>\$ 396,769.45</b>
<b>2.0 PLANTING - Channel Construction Drawings RP1, RP2</b>					
<b>2.1 Large Tree Planting</b>					
<b>i) Deciduous Trees</b>					
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 dioica - GD50	10	ea	\$ 440.00	\$ 4,400.00
6	Ostrya virginiana - OV50	5	ea	\$ 520.00	\$ 2,600.00
7	Prunus serotina - PSE50	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
<b>2.1 Large Tree Planting i) Deciduous Trees Subtotal</b>					<b>\$ 72,990.00</b>
<b>ii) Coniferous Trees</b>					
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 - TO200	82	ea	\$ 75.00	\$ 6,150.00
<b>ii Coniferous Trees Subtotal</b>					<b>\$ 49,930.00</b>
<b>2.1 Sub total</b>					<b>\$ 122,920.00</b>



**PAGE 18 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
<b>2.2</b>	<b>Naturalized Planting</b>				
	<b>i) Deciduous Trees</b>				
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
	<b>2.2 Naturalized Planting i) Deciduous Trees Subtotal</b>				<b>\$ 18,714.00</b>
	<b>ii) Coniferous Trees</b>				
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
	<b>2.2 Naturalized Planting ii) Coniferous Trees Subtotal</b>				<b>\$ 11,950.00</b>
	<b>iii) Deciduous Shrubs</b>				
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
	<b>2.2 Naturalized Planting iii) Deciduous Shrubs Subtotal</b>				<b>\$ 67,286.00</b>
	<b>iv) Perennials and Grasses</b>				
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 virgatum - 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
<b>2.2 Naturalized Planting iv) Perennials and Grasses</b>					<b>\$ 85,292.00</b>
<b>v) Aquatics</b>					
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
<b>2.2 Naturalized Planting v) Aquatics Subtotal</b>					<b>\$ 10,524.00</b>
<b>2.0 Planting Total</b>					<b>\$ 317,686.00</b>
<b>3.0 SITE WORKS SUB- DIVISION (Drawings L1 &amp; L2)</b>					
<b>i) Topsoil, grading and seeding SWM (Block 92)</b>					
	Topsoil, grading	5778	m <sup>2</sup>	\$ 1.30	\$ 7,511.40
	Seeding - Seed type OSC 8190	5484	m <sup>2</sup>	\$ 1.75	\$ 9,597.00
	Seeding - Seed type S2	294	m <sup>2</sup>	\$ 1.75	\$ 514.50
<b>i) Topsoil, Grading &amp; Seeding - SWM Block 92) Subtotal</b>					<b>\$ 17,622.90</b>
<b>ii) Topsoil, grading and seeding PARK (Block 93)</b>					
	Topsoil, grading	2166	m <sup>2</sup>	\$ 1.30	\$ 2,815.80
	Seeding - Seed type S2	2166	m <sup>2</sup>	\$ 1.75	\$ 3,790.50
<b>ii) Topsoil, Grading &amp; Seeding - PARK Block 93) Subtotal</b>					<b>\$ 6,606.30</b>
<b>iii) Fences</b>					
	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
<b>iii) Fences Subtotal</b>					<b>\$ 161,620.00</b>
<b>iv) Structures</b>					
	3.0m Asphalt walkway	457	m <sup>2</sup>	\$ 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
<b>iv) Structure Subtotal</b>					<b>\$ 52,740.00</b>
<b>3.0 Site Works Total</b>					<b>\$ 238,589.20</b>
<b>4.0 PLANTINGS SUB- DIVISION (Drawings L1 &amp; L2)</b>					
<b>i) Street Tree Planting</b>					
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	Pinus callyana 'Redpine' - 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
<b>i) Street Tree Planting Subtotal</b>					<b>\$ 46,260.00</b>



**PAGE 20 OF SCHEDULE 9  
ESTIMATED COST OF CONSTRUCTING THE WORKS**

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
<b>SWM Pond Planting (Block 92)</b>					
<b>ii) Deciduous Trees</b>					
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
<b>ii) Deciduous Trees Subtotal</b>					<b>\$ 10,910.00</b>
<b>iii) Coniferous Trees</b>					
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
<b>iii) Coniferous Trees Subtotal</b>					<b>\$ 14,760.00</b>
<b>iii) Deciduous Shrubs</b>					
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 petolaris - 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
<b>iii) Deciduous Shrubs Subtotal</b>					<b>\$ 14,340.00</b>
<b>iv) Aquatics</b>					
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
<b>iv) Aquatics Total Subtotal</b>					<b>\$ 1,296.00</b>
<b>4.0 Planting Total</b>					<b>\$ 87,566.00</b>
<b>5.0 SUMMARY</b>					
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
<b>TOTAL Items 1.0 - 4.0</b>					<b>\$1,040,610.65</b>



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**

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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 watermains 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.**

**PAGE 3 OF SCHEDULE 12  
LIST OF SECURITY REDUCTION 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.**

- 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 W/WW11 - 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**

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DRAFT PLAN OF SUBDIVISION 19T-18G01

**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



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- 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



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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;



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- 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;



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- 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



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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.



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- 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 OI-D-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 OI-D-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 OI-D-01, as amended;



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- 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.



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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;



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- 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



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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,



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- 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



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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](mailto: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.



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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.



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