

Attachment 6 – Pre-Servicing Agreement Phase 2

THE CORPORATION OF THE TOWN OF GEORGINA

MIDDLEBURG DEVELOPMENTS INC.

GREYSTONE-MIDDLEBURG PHASE 2 SUBDIVISION

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

PRE-SERVICING AGREEMENT

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Agreement Drafted: February 26, 2025

DRAFT

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

B E T W E E N:

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

hereinafter called the "OWNER"

OF THE FIRST PART:

- and -

THE CORPORATION OF THE TOWN OF GEORGINA,

hereinafter called the "TOWN"

OF THE SECOND PART:

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

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

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

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

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

PART I DEFINITIONS AND SCOPE OF AGREEMENT:

1.1 Definitions

In this Agreement:

- a) **"Agreement"** means this Pre-Servicing Agreement and the schedules attached hereto;
- b) **"Director"** means the Director of Development Services of the Town of Georgina or persons so designated to act on his behalf;
- c) **"Engineer"** means a Professional Engineer retained by the Owner in accordance with Part II hereof;
- d) **"Lands"** means the lands and premises described in Schedule 'A';
- e) **"Town"** means The Corporation of the Town of Georgina.
- f) **"Region"** means the Regional Municipality of York;
- g) **"Works"** means the construction of earth movement and infrastructure on the

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Lands as indicated on the drawings in Schedule “G” and as described in Schedule “D”.

1.2 Lands Affected

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

1.3 Scope of Agreement

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

1.4 Requirement to Enter into a Development Agreement

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

1.5 Duties and Obligations

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

PART II ENGINEER

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

PART III FINANCIAL PAYMENTS AND SECURITY

3.1 Payments to the Town

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

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

3.2 Peer Review Fees

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

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3.3 Tax Arrears

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

3.4 Designated Charges and Imposed Rates

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

3.5 Lawful Levies and Rates

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

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

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

3.6 Development Charges

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

3.7 Securities for Works and Road Fouling Deposit

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

3.8 Security Amounts

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

3.9 Security Maintenance

The Owner agrees that in the event that the Town draws upon any security pursuant to this Agreement, the Owner shall re-establish the total aggregate amount

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within ten (10) days of the date of such draw, or this Agreement shall be considered to be in default.

3.10 Release of Securities

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

3.11 Payment of Water Used for Flushing Pipelines

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

PART IV LIABILITY INSURANCE AND INDEMNITY

4.1 Liability Insurance

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

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

4.2 Indemnification

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

PART V CONSTRUCTION OF WORKS

5.1 Design and Specifications

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

5.2 Earthworks Regulations

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

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

5.3 Dust Control

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

5.4 Access to the Development

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

5.5 Commencement of Construction

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

5.6 Inspections by the Director

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

5.7 Incomplete or Faulty Work

In the event that the Director deems that the pre-servicing work being carried out is not in accordance with the reviewed plans, specifications, or timelines as per the approved construction schedule, he may order the contractor to stop further work and the Town may draw upon the securities posted pursuant to Part III of this Agreement and secure the site if required for purposes of public safety using proceeds received from such security, provided the Director gives seven (7) days' notice in writing requiring the

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Owner to comply with the reviewed plans and specifications or to proceed with completion of the Works.

5.8 Acceptance of the Works

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

5.9 Maintenance and Repair of the Works

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

5.10 Approval to Pre-Service

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

5.11 Construction Hours

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

5.12 Construction Management Plan

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

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

5.13 Street Signs

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

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

5.14 Drinking Water Works Permit

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

PART VI FOULING OF ROADWAYS

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

PART VII CONSTRUCTION ACT

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

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

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

PART VIII GENERAL PROVISIONS

8.1 Inspections by Town Staff

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

8.2 Qualitative or Quantitative Tests

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

8.3 Approvals

The Owner agrees that no work shall be commenced without the written approval of the Director and it is understood that any approval(s) given by the Director prior to the registration of the Plan of Subdivision shall not be binding upon the Town nor on the Director, and any works undertaken by the Owner prior to the registration of the

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said Plan shall be solely at its own risk.

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

8.4 Trees and Tree Compensation

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

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

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

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

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

PART IX PRE-REGISTRATION BUILDING PERMITS

9.1 Pre-Registration/ Model Homes Permits

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

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

9.2 Building Requirements

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

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

9.3 Individual Lot/Block Grading Plans

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

9.4 Building Permits

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

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

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

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

9.5 Accessory Buildings, Additions and Swimming Pools

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

9.6 Urban Design Guidelines and Architectural Design Guidelines

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

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

9.7 Street Names

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

PART X FIRE PROTECTION REQUIREMENTS

10.1 Emergency Access to Lands

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

10.2 Fire Protection and Access

The Owner acknowledges and agrees that building permits will not be issued for any dwelling unless the Lot upon which a dwelling is to be constructed is situated within ninety

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(90) metres of an operating fire hydrant and the abutting roadway or any roadway required to access the said Lot is constructed at least to base course asphalt, which is to be maintained by the Owner. The Owner shall ensure that all mainline and secondary watermain valves are operating and open as required, and that all fire hydrants are operating and available for firefighting purposes.

10.3 Fire Breaks

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

10.4 Hydrant Anti-Tampering Devices

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

10.5 House Numbers

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

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

10.6 Open Burning of Materials

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

PART XI SPECIAL PROVISIONS

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

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

PART XII DEFAULT BY THE OWNER

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

- (a) the Owner makes an assignment in bankruptcy or is petitioned into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3;
- (b) the Owner makes a proposal to Creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36;
- (c) the Owner, being a corporation, is dissolved;

Attachment 6 – Pre-Servicing Agreement Phase 2

- (d) the Owner sells all or any portion of the Lands without the consent of the Town; or,
- (e) the Owner fails to make any Payments or post any Securities required under Schedule 'F'.

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

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

PART XIII ADMINISTRATION

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

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

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

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

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

PART XIV ADDRESS OF THE TOWN, OWNER AND ENGINEER

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

14.1 **Town**
If made to the Town, addressed to:

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

Attachment 6 – Pre-Servicing Agreement Phase 2

11.2

Owners

If made to the Owner, addressed to:

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

14.3

Engineer

If made to the Engineer, addressed to:

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

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

PART XV INTERPRETATION

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

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

15.3 The part numbers and headings, sub-headings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

PART XVI GOVERNING LAW

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

PART XVII LIST OF SCHEDULES

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

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

Attachment 6 – Pre-Servicing Agreement Phase 2

Estimate of Costs of Works

- 17.6 Schedule 'F'
Summary of Payments and Securities
- 17.7 Schedule 'G'
List of Approved Plans and Drawings
- 17.8 Schedule 'H'
Construction Management Plan
- 17.9 Schedule 'I'
Building Permit Release Check List

DRAFT

Attachment 6 – Pre-Servicing Agreement Phase 2

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

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

Legal Description:

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

Attachment 6 – Pre-Servicing Agreement Phase 2

SCHEDULE “B”, PAGE 1 of 2
CERTIFICATE OF OWNER’S SOLICITOR



Ext. 202
Email: pettle@litowitz.com

July 25, 2022
File No. 930082.373

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

Attention: To whom it may concern

RE: MIDDLEBURG DEVELOPMENTS INC.
Record of Site Condition
Part East Part Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of
Georgina

I am solicitor for Middleburg Developments Inc., being the registered owner of the above noted lands. I have reviewed the Plan of Survey dated October 30, 2007, prepared by E.R. Garden Limited, Ontario Land Surveyor, File No. 03-3590 and confirm the following:

All of the above noted lands are owned by Middleburg Developments Inc., in Fee Simple. There is no beneficial owner for the lands.

The legal description, property identification number, municipal address and assessment roll number for the Property on the Record Site Condition and as shown on Plan of Survey prepared by E.R. Garden Limited dated October 30, 2007 are as follows:

1.	Property Identification Number:	03490-0451 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part East Part Lot 15, Concession 3, North Gwillimbury, Part 1, Plan 65R30415, Town of Georgina
4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

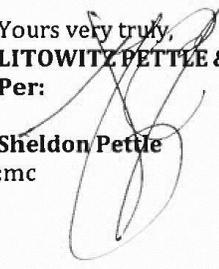
Attachment 6 – Pre-Servicing Agreement Phase 2

SCHEDULE “B”, PAGE 2 of 2

CERTIFICATE OF OWNER’S SOLICITOR

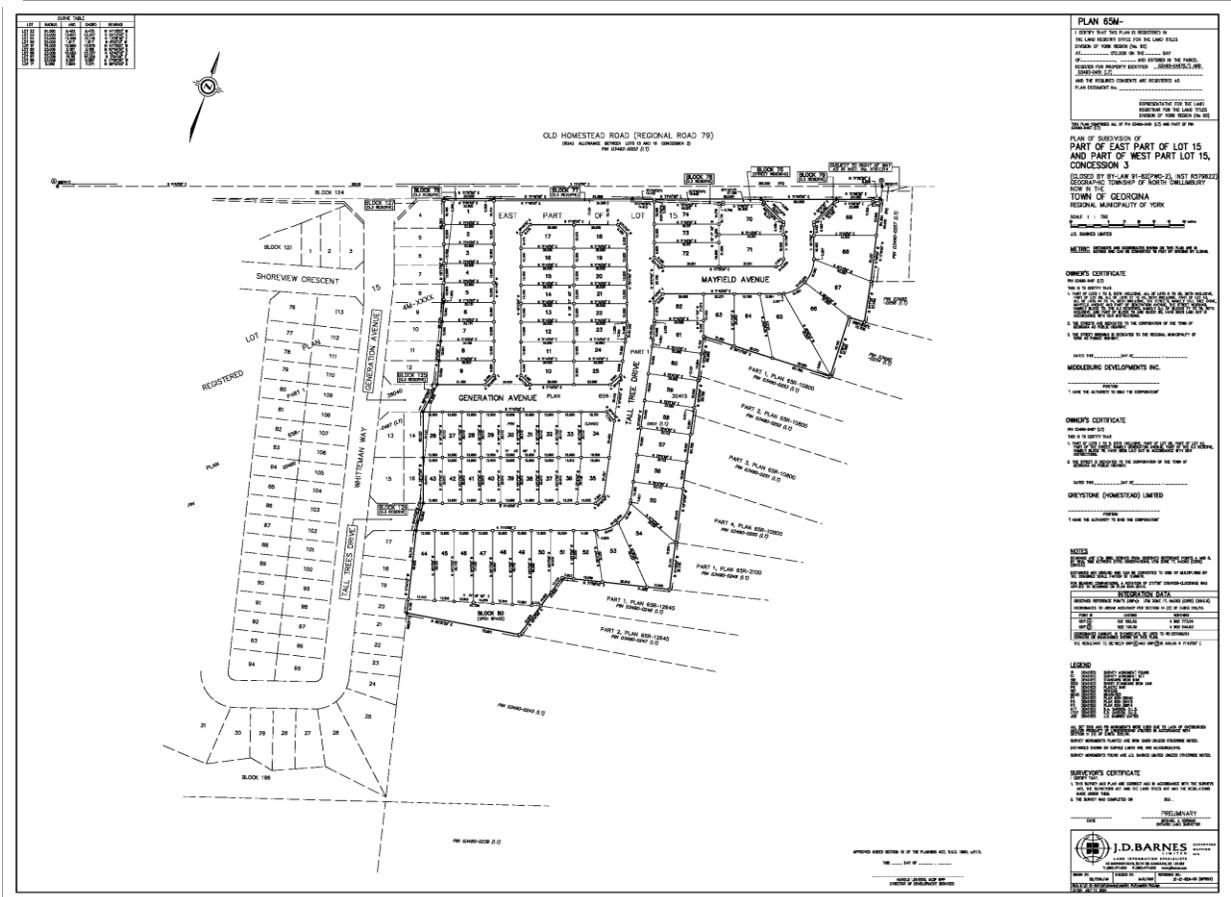
Please note that PIN 03490-0246 (LT) as referenced in the aforementioned Plan of Survey was retired by the Registry Office on November 2, 2007 and re-entered as PIN 03490-0451.

Yours very truly,
LITOWITZ PETTLE & SILVER LLP
Per:


Sheldon Pettie
:mc

Attachment 6 – Pre-Servicing Agreement Phase 2

SCHEDULE "C" PLAN SHOWING LANDS SUBJECT TO THIS AGREEMENT



DRAFT

Attachment 6 – Pre-Servicing Agreement

SCHEDULE “D” PRE-SERVICING WORKS TO BE CONSTRUCTED BY THE OWNER

Design and construction of the work described herein shall be in accordance with the reviewed engineering drawings as prepared by A.M. Candaras Associates Inc., Engineers for the development. Such review shall be signified by the signature of the Director on the drawings.

1. GENERAL - PRE-SERVICING WORKS

- a) Earth works and cut/fill of soil in Greystone-Middleburg Phase 2
- b) Construction of paved roads, including granular base, curbs, sidewalk, multi-use pathway, and sod to the street lines.
- c) Construction of underground utilities including telephone, cable TV, gas, fiber optic and hydro including the installation of streetlight fixtures in accordance with the Municipal Development Design Criteria, as amended, where applicable.
- d) Construction of a water distribution system, including various diameter mains, suitable looping, main valves, hydrant and hydrant valves, connections to the existing mains, 25mm single service connections to the street line including shut offs to all units, all to the satisfaction for the Director. Where construction of the water system is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- e) Construction of a sanitary sewer system consisting of various diameter sewers on the road allowance, crossing under the watercourse, manholes and 125mm single service connections to the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director. Where construction of the sanitary sewer is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- f) Construction of a storm sewer system including pipe, bedding, manholes, catchbasins, 150mm single service connections to the street line, including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director. Where construction of the storm sewer is external to the development, an access roadway shall be constructed all in accordance with the approved drawings.
- g) Construction of a stormwater management facility and asphalt road as required by the Director for maintenance and access purposes, as per the approved drawing.
- h) Construction of a temporary construction access pad/mud mat on the construction entrance as shown on the approved plans.
- i) Construction of fencing as per the approved drawing.
- j) Construction of sediment control measures as per approved drawing.

2. EXTERNAL WORKS

- a) Construction of a water distribution system along Old Homestead Road and within the easement to the south of the subdivision, including various diameter mains, main valves, hydrant and hydrant valves, connections to the existing mains, all to the satisfaction of the Director.
- b) Construction of a Sanitary system, including various connections to the existing mains on Medina Square, all to the satisfaction of the Director.
- c) Construction of culvert crossings under and along Oldhomestead Road
- d) Construction of 3.0m wide trail along the northern limits of the subdivision

Attachment 6 – Pre-Servicing Agreement

PAGE 1 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE - PRE SERVICING - TOWN
PHASE 2 - MIDDLEBURG

FT - 1
FEBRUARY 25, 2025 - 1254

GREYSTONE-MIDDLEBURG
RESIDENTIAL DEVELOPMENT

DESCRIPTION AND ESTIMATED COSTS OF WORKS FOR PRE SERVICING AGREEMENT
TO BE CONSTRUCTED BY THE DEVELOPER

PHASE 2 - MIDDLEBURG

A	ESC & EARTHWORKS	\$ 109,800.00
B	STORM SEWER	\$ 797,938.50
C	SANITARY SEWER	\$ 592,330.00
D	WATERMAIN AND APPURTENANCES	\$ 431,900.00
E	ROADWORKS AND SIDEWALKS	\$ 790,938.13
F	SIDEWALKS	\$ 76,170.00
G	DRIVEWAYS	\$ 55,500.00
	TOTAL	\$ 2,854,574.63

Attachment 6 – Pre-Servicing Agreement

**PAGE 2 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS**

COST ESTIMATE - PRE SERVICING - TOWN				FT - 2	
PHASE 2 - MIDDLEBURG				FEBRUARY 25, 2025 - 1254	
SECTION A - ESC & EARTHWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
1.01	Supply, place, and maintain silt fence. Heavy duty with T-bars, page wire fence and Terrafix cloth, buried into ground.				
	a. single row (boundary)	870	m	\$ 25.00	\$ 21,750.00
	b. double row w straw bales between fences.	0	m	\$ 40.00	\$ -
	c. single row (stock piles)	850	m	\$ 25.00	\$ 21,250.00
1.02	Supply, place, and maintain swales through out site.	435	m	\$ 40.00	\$ 17,400.00
	note, swales can not be removed until storm sewers are installed and draining to SWM pond.				
1.03	Supply, place construction entrance and maintain mud mat as per Region and Town Standards.				
		1	LS	\$ 10,000.00	\$ 10,000.00
1.04	Supply, place and maintain silt trap on CB's and DCB's.				
		30	ea	\$ 330.00	\$ 9,900.00
1.05	Supply, place and maintain rock check dam as per OPSD 219.210				
		8	ea	\$ 500.00	\$ 4,000.00
1.06	Supply and place concrete washout area as per detail in S-3.				
		1	ea	\$ 3,000.00	\$ 3,000.00
1.07	Supply and place haul road within the site. Includes topsoil back on abandoned haul road and hydro seed.				
		1,500	m2	\$ 15.00	\$ 22,500.00
1.08	Supply and place 150mm topsoil from site, and hydroseed using MTO seed mix in disturbed grass / vegetated areas. Trail and Park area, (block 188, 189, 190, 191, 192, 194)				
		Not part of Pre-Servicing Scope, to be included in Subdivision Agreement security. For reference, this is included in cosburn			
TOTAL SECTION A - ESC & EARTHWORKS					\$ 109,800.00

Attachment 6 – Pre-Servicing Agreement

**PAGE 3 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS**

COST ESTIMATE - PRE SERVICING - TOWN					FT - 3
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION B - STORM AND APPURTANENCES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install storm sewers in accordance with the Municipality's and Ontario Provincial Standards and Specifications. Prices shall include; bedding, flushing, cleaning, video inspection, all appurtenances, complete restoration, and testing as per project specifications and the Town's standards and specifications. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town strnds, includes but not limited to flushing, CCTV, air test.					
TALL TREES DRIVE					
2.01	600mm Diameter Storm Sewer CONC, MH17 - MH10 (PH2 length)	34.3	m	\$ 745.00	\$ 25,553.50
2.02	600mm Diameter Storm Sewer CONC, MH10 - MH9	88.1	m	\$ 745.00	\$ 65,634.50
2.03	600mm Diameter Storm Sewer CONC, MH9 - MH8	11.0	m	\$ 745.00	\$ 8,195.00
2.04	600mm Diameter Storm Sewer CONC, MH8 - MH7	69.0	m	\$ 745.00	\$ 51,405.00
2.05	525mm Diameter Storm Sewer CONC, MH7 - MH6	45.1	m	\$ 500.00	\$ 22,550.00
2.06	525mm Diameter Storm Sewer CONC, MH6 - MH5	34.6	m	\$ 500.00	\$ 17,300.00
2.07	300mm Diameter Storm Sewer PVC, MH5 - MH4	36.5	m	\$ 275.00	\$ 10,037.50
2.08	375mm Diameter Storm Sewer PVC, MH13 - MH12	81.3	m	\$ 310.00	\$ 25,203.00
2.09	375mm Diameter Storm Sewer PVC, MH11 - MH11	37.3	m	\$ 310.00	\$ 11,563.00
GENERATION AVENUE					
2.10	450mm Diameter Storm Sewer PVC, MH16 - MH13 (PH2 length)	52.0	m	\$ 450.00	\$ 23,400.00
2.11	300mm Diameter Storm Sewer PVC, MH13 - MH7	81.7	m	\$ 275.00	\$ 22,467.50
MAYFIELD AVENUE					
2.12	375mm Diameter Storm Sewer PVC, MH5 - MH3	97.5	m	\$ 310.00	\$ 30,225.00
2.13	300mm Diameter Storm Sewer PVC, MH3 - MH2	15.3	m	\$ 275.00	\$ 4,207.50
2.14	300mm Diameter Storm Sewer PVC, MH2 - MH1	29.8	m	\$ 275.00	\$ 8,195.00
ITEM	DESCRIPTION	ESTIMATED DEPTH	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
TALL TREES DRIVE / GENERATION AVENUE					
2.15	Storm MH10 - 1200mm dia.	3.81	m		\$ 13,000.00
2.16	Storm MH9 - 1200mm dia.	4.00	m		\$ 13,500.00
2.17	Storm MH8 - 1200mm dia.	3.46	m		\$ 12,500.00
2.18	Storm MH7 - 1500mm dia.	3.44	m		\$ 12,500.00
2.19	Storm MH6 - 1200mm dia.	3.35	m		\$ 12,500.00
2.20	Storm MH5 - 1200mm dia.	3.30	m		\$ 12,500.00
2.21	Storm MH4 - 1200mm dia.	2.91	m		\$ 13,000.00
2.22	Storm MH13 - 1200mm dia.	3.89	m		\$ 13,000.00
2.23	Storm MH11 - 1200mm dia.	2.89	m		\$ 12,000.00
2.24	Storm MH12 - 1200mm dia.	3.16	m		\$ 12,000.00
MAYFIELD AVENUE					
2.25	Storm MH3 - 1200mm dia.	3.69	m		\$ 13,000.00
2.26	Storm MH2 - 1200mm dia.	3.14	m		\$ 12,000.00
2.27	Storm MH1 - 1200mm dia.	3.10	m		\$ 12,000.00
2.28	Single CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	16	ea	\$ 6,600.00	\$ 105,600.00
2.29	Double CB, frame, grate, bedding, and backfill. Frame and Grate as per OPSD	6	ea	\$ 11,000.00	\$ 66,000.00
2.30	STM Service Connection	74	ea.	\$ 1,850.00	\$ 136,900.00
2.31	600mm CULVERT under 3.0m wide trail (13.0m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.32	600mm CULVERT under 3.0m wide trail (12.5m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.33	600mm CULVERT under 3.0m wide trail (16.5m)	Included in cosburn nauboris estimate 1.1 Trail Item 10			
2.34	300mm CULVERT under 3.0m wide trail	Included in cosburn nauboris estimate 1.1 Trail Item 11			
TOTAL SECTION B - STORM AND APPURTANENCES					\$ 797,936.50

Attachment 6 – Pre-Servicing Agreement

**PAGE 4 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS**

COST ESTIMATE - PRE SERVICING - TOWN					FT - 4
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION D - SANITARY SEWER					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install sanitary sewers in accordance with the Municipality's and Ontario Provincial Stnds and Specs. Prices shall include; bedding, flushing, cleaning, video inspection, FROST STRAPS, all appurtenances, complete restoration, and testing as per project specifications and the Town's and specifications as per General Note on Plan C1. Average depth of pipes is measured from road subgrade to average pipe invert, unless otherwise noted. No adjustment price shall be made for final depth within 0.50m of depth stated herein. All testing of new sewers to Town stnds, includes but not limited to flushing, CCTV, air test.					
MAYFIELD AVENUE					
3.01	200mm Diameter Sanitary Sewer PVC, MH1A - MH2A	28.6	m	\$ 280.00	\$ 8,008.00
3.02	200mm Diameter Sanitary Sewer PVC, MH2A - MH3A	12.8	m	\$ 330.00	\$ 4,224.00
3.03	200mm Diameter Sanitary Sewer PVC, MH3A - MH5A	93.3	m	\$ 280.00	\$ 26,124.00
TALL TREES DRIVE					
3.04	200mm Diameter Sanitary Sewer PVC, MH4A - MH5A	35.6	m	\$ 280.00	\$ 9,968.00
3.05	200mm Diameter Sanitary Sewer PVC, MH5A - MH6A	37.8	m	\$ 330.00	\$ 12,474.00
3.06	200mm Diameter Sanitary Sewer PVC, MH6A - MH7A	41.9	m	\$ 380.00	\$ 15,922.00
3.07	200mm Diameter Sanitary Sewer PVC, MH7A - MH8A	73.5	m	\$ 430.00	\$ 31,605.00
3.08	200mm Diameter Sanitary Sewer PVC, MH8A - MH9A	13.3	m	\$ 430.00	\$ 5,719.00
3.08	200mm Diameter Sanitary Sewer PVC, MH9A - MH10A	86.2	m	\$ 430.00	\$ 37,066.00
3.09	200mm Dia. Sanitary Sewer PVC, MH10A - MH17A (PH2 length)	38.6	m	\$ 580.00	\$ 22,388.00
3.10	200mm Diameter Sanitary Sewer PVC, MH11A - MH12A	38.3	m	\$ 330.00	\$ 12,639.00
3.11	200mm Diameter Sanitary Sewer PVC, MH12A - MH13A	75.3	m	\$ 430.00	\$ 32,379.00
GENERATION AVENUE					
3.12	200mm Diameter Sanitary Sewer PVC, MH7A - MH13A	82.2	m	\$ 330.00	\$ 27,126.00
3.13	200mm Dia. Sanitary Sewer PVC, MH13A - MH16A (PH2 length)	56.6	m	\$ 330.00	\$ 18,678.00
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install manhole, including base, benching, frame and grate, parging, drop structures, safety platforms (if required) granular base and compacted granular backfill complete in accordance with the Town's specifications. Manhole to be set at base asphalt elevation. Depth of manholes shall be measured from lowest invert to finished road elevation, except where otherwise shown on drawings. No adjustment in price shall be made for final depth within 0.50m of depths stated herein.					
MAYFIELD AVENUE					
3.14	Sanitary MH1A, 1200mm Dia.	3.53	m		\$ 13,000.00
3.15	Sanitary MH2A, 1200mm Dia.	4.03	m		\$ 14,000.00
3.16	Sanitary MH3A, 1200mm Dia.	4.15	m		\$ 14,000.00
TALL TREES DRIVE					
3.17	Sanitary MH4A, 1200mm Dia.	3.16	m		\$ 13,000.00
3.18	Sanitary MH5A, 1200mm Dia.	3.73	m		\$ 13,000.00
3.19	Sanitary MH6A, 1200mm Dia.	3.79	m		\$ 13,000.00
3.20	Sanitary MH7A, 1200mm Dia.	4.03	m		\$ 14,000.00
3.21	Sanitary MH8A, 1200mm Dia.	4.04	m		\$ 14,000.00
3.22	Sanitary MH9A, 1200mm Dia.	4.39	m		\$ 14,000.00
3.23	Sanitary MH10A, 1200mm Dia.	4.31	m		\$ 14,000.00
3.24	Sanitary MH11A, 1200mm Dia.	3.29	m		\$ 13,000.00
3.25	Sanitary MH12A, 1200mm Dia.	3.66	m		\$ 13,000.00
GENERATION AVENUE					
3.26	Sanitary MH16A, 1200mm Dia.	4.43	m		\$ 14,000.00
3.27	Sanitary MH13A, 1200mm Dia.	4.42	m		\$ 14,000.00
3.28	SAN Service Connections	74	ea.	\$ 1,865.00	\$ 138,010.00
TOTAL SECTION C - SANITARY AND APPURTENANCES					\$ 592,330.00

Attachment 6 – Pre-Servicing Agreement

**PAGE 5 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS**

COST ESTIMATE - PRE SERVICING - TOWN					FT - 5
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION D - WATERMAINS AND APPURTENANCES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
Supply and install watermain and appurtenances in accordance with the Town's and Ontario Provincial Standards Drawings and Specifications. Including all appurtenances necessary for installation including but not limited to; mechanical plugs and blow-offs at watermain stubs, horizontal and vertical bends, tees, thrust blocking, reducers, test points as required, trace wire, 12 lbs zinc anode, flushing, swabbing, hydrostatic testing, chlorinating, bacteriological testing connections to existing mains, all restoration as per project specifications and the Town's standards and specifications as per General Notes on Plan C1. Includes temp loops, plugs & blow offs. All testing of new Watermain to Town stnds, includes but not limited to pressure testing, swabbing, chlorination, bacteriological test, test points.					
TALL TREES DRIVE					
4.01	150mm Dia PVC Watermain (Ph 2 length)	532	m	\$ 250.00	\$ 133,000.00
4.02	Supply and place hydrants and valves. Inclis anti tampering device	4	ea.	\$ 9,200.00	\$ 36,800.00
4.03	Supply and place 150mm Dia. Valves	6	ea.	\$ 2,400.00	\$ 14,400.00
4.04	150mm TEE	2	ea.	\$ 1,000.00	\$ 2,000.00
GENERATION AVENUE					
4.05	150mm Dia PVC Watermain (Ph 2 length)	135	m	\$ 250.00	\$ 33,750.00
4.06	Supply and place hydrants and valves. Inclis anti tampering device	1	ea.	\$ 9,200.00	\$ 9,200.00
4.07	Supply and place 150mm Dia. Valves	3	ea.	\$ 2,400.00	\$ 7,200.00
4.08	250mm x 250mm x 150mm TEE	1	ea.	\$ 1,400.00	\$ 1,400.00
MAYFIELD AVENUE					
4.09	150mm Dia PVC Watermain	165	m	\$ 250.00	\$ 41,250.00
4.10	300mm x 150mm Reducer	1	ea.	\$ 1,000.00	\$ 1,000.00
4.11	Supply and place 150mm Dia. Valves	2	ea.	\$ 2,400.00	\$ 4,800.00
4.12	Supply and place hydrants and valves. Includes anti tampering device	1	ea.	\$ 9,200.00	\$ 9,200.00
4.13	150mm TEE	1	ea.	\$ 1,000.00	\$ 1,000.00
4.14	Supply & place water services, internally	74	ea.	\$ 1,850.00	\$ 136,900.00
TOTAL SECTION D - WATERMAINS AND APPURTENANCES					\$ 431,900.00

Attachment 6 – Pre-Servicing Agreement

**PAGE 6 OF SCHEDULE "E"
ESTIMATED COST OF THE WORKS**

COST ESTIMATE - PRE SERVICING - TOWN					FT - 6
PHASE 2 - MIDDLEBURG					FEBRUARY 25, 2025 - 1254
SECTION E - ROADWORKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION F - ROADWORKS					
5.01	Fine grade road allowance to subgrade, Blvd. to 0.15m, Includes shaping, grading and compaction	29,880	m2	\$ 0.50	\$ 14,940.00
5.02	LOCAL ROADS; Supply and place pavement structure, including compaction.				
	a. 350mm Granular 'B'	8,025.0	m2	\$ 21.00	\$ 168,525.00
	b. 150mm Granular 'A'	7,600.0	m3	\$ 10.00	\$ 76,000.00
	c. 50mm HL-8	7,100.0	m3	\$ 14.00	\$ 99,400.00
	d. 40mm HL-3	7,100.0	m3	\$ 15.00	\$ 106,500.00
5.03	Adjustments include all roads				
	a. Adjust MHs to top asphalt	27.0	ea.	\$ 625.00	\$ 16,875.00
	b. Adjust CBs to top asphalt	22.0	ea.	\$ 500.00	\$ 11,000.00
	c. Adjust DCBs to top asphalt	8.0	ea.	\$ 750.00	\$ 6,000.00
5.04	Supply and place two stage concrete curb and gutter				
	a. Base	1660.0	m	\$ 55.00	\$ 91,300.00
	b. Top	1660.0	m	\$ 80.00	\$ 132,800.00
	Supply and place continuous perforated 150mm subdrain with filter sock in granular 'A'	1660.0	m	\$ 22.00	\$ 36,520.00
5.05	Provide Lap Joint where new pavement matches into existing	183	m	\$ 17.50	\$ 3,198.13
	Supply and place street line painting				
5.06	TEMPORARY	1	LS	\$ 2,150.00	\$ 2,150.00
5.07	PERMANENT COLD PLASTIC	1	LS	\$ 6,450.00	\$ 6,450.00
	Supply and place TEMPORARY street signage				
	a. Name	4.0	ea.	\$ 400.00	\$ 1,600.00
	b. Stop	4.0	ea.	\$ 350.00	\$ 1,400.00
5.08	c. No Parking Rb-51	19.0	ea.	\$ 260.00	\$ 4,940.00
	d. Unassumed Road	1.0	ea.	\$ 450.00	\$ 450.00
	e. No Dumping	1.0	ea.	\$ 350.00	\$ 350.00
	Supply and place PERMANENT street signage				
	a. Name	4.0	ea.	\$ 450.00	\$ 1,800.00
	b. Stop	4.0	ea.	\$ 475.00	\$ 1,900.00
	c. No Parking	19.0	ea.	\$ 360.00	\$ 6,840.00
5.10	Supply and place 3.0m walking trail.				Included in cosburn nauboris estimate 1.1 Trail item 8
5.11	Supply and place 3.0m Boardwalk with boardwalk footing				Included in cosburn nauboris estimate 1.1 Trail item 12
TOTAL SECTION F - ROADWORKS					\$ 790,938.13
SECTION G - SIDEWALKS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
7.01	Supply and place 1.7m sidewalk. 125 conc and 150mm granular 'A'. Cost to include all necessary preparations and backfilling. When the sidewalk is located adjacent to an existing property the backfill and sod or driveway asphalt repair will be included and completed to the satisfaction of the engineer	753	m	\$ 90.00	\$ 67,770.00
7.02	S&P tactile warning plates	14	ea.	\$ 600.00	\$ 8,400.00
TOTAL SECTION G - SIDEWALKS					\$ 76,170.00
SECTION H - DRIVEWAYS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
8.01	Supply and place driveway aprons	74	ea.	\$ 750.00	\$ 55,500.00
TOTAL SECTION H - DRIVEWAYS					\$ 55,500.00

PAGE 7 OF SCHEDULE "E"

ESTIMATED COST OF THE WORKS

cosburn nauboris LTD
landscape architects

LANDSCAPE COST ESTIMATE

GREYSTONE MIDDLEBURG
TOWN OF GEORGINA

March 28, 2024
PROJECT# 2053

Description	Size	Estimated Quantity	Unit	Unit Price	Estimated Total Price
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1.0 TRAIL WORKS

1.1 TRAIL

1	Fine Grade and Seed - Block 188 (Park)	3,683	sq.m.	\$ 3.00	\$ 11,049.00	
2	Fine Grade and Seed - Block 189 (Park)	1,131	sq.m.	\$ 3.00	\$ 3,393.00	
3	Fine Grade and Seed - Block 190 (Park)	405	sq.m.	\$ 3.00	\$ 1,215.00	
4	Fine Grade and Seed - Block 191 (Park)	14,339	sq.m.	\$ 3.00	\$ 43,017.00	
5	Fine Grade and Seed - Block 192 (Park)	4,027	sq.m.	\$ 3.00	\$ 12,081.00	
6	Fine Grade and Seed - Block 194 (30m Watercourse Buffer)	13,140	sq.m.	\$ 3.00	\$ 39,420.00	
7	Aphalt Paving (Multi-use Path)	3,126	sq.m.	\$ 40.00	\$ 125,040.00	
8	Aphalt Paving (Trail)	3,224	sq.m.	\$ 40.00	\$ 128,960.00	
9	Culverts at Old Homestead Road Trail - 12m	750mm	3	ea.	\$ 15,000.00	\$ 45,000.00
10	Culverts at Water Crossings - +/-14m	600mm	3	ea.	\$ 13,500.00	\$ 40,500.00
11	Culvert - 9m	300mm	1	ea.	\$ 3,500.00	\$ 3,500.00
12	Pedestrian Bridge and Abutment		38	l.m	\$ 1,500.00	\$ 57,000.00
13	Tactile Walking Surface Indicators (Multi-use Path)	600mm	16	ea.	\$ 500.00	\$ 8,000.00
14	Tactile Walking Surface Indicators (Trail)	600mm	15	ea.	\$ 500.00	\$ 7,500.00

1.0 TRAIL WORKS SUBTOTAL **\$ 525,675.00**

1.2 SEATING NODES, P-GATES AND SIGNAGE

1	Poured Concrete Paving	16	sq.m	\$ 120.00	\$ 1,920.00
2	Bench	2	ea.	\$ 2,200.00	\$ 4,400.00
3	Waste/Recycling Receptacles	2	pair	\$ 3,000.00	\$ 6,000.00
4	Entry P-Gate (double)	4	pair	\$ 3,500.00	\$ 14,000.00
5	Interpretive Sign	3	ea.	\$ 2,000.00	\$ 6,000.00
6	Trail Signage	3	ea.	\$ 1,000.00	\$ 3,000.00

1.2 SEATING NODES, P-GATES AND SIGNAGE SUBTOTAL **\$ 35,320.00**

1.3 PLANTING

1	Cash in lieu for Ecological offsetting woodland (\$36,850/ha) Includes: design, Construction, Woodland plant material (2100 trees, shrubs), monitoring and maintenance	20,937	sq.m	\$ 3.69	\$ 77,152.85
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1.3 PLANTING SUBTOTAL **\$ 77,152.85**

1.0 TRAIL WORKS SUBTOTAL **\$ 638,147.85**

Attachment 6 – Pre-Servicing Agreement

PAGE 8 OF SCHEDULE "E"

ESTIMATED COST OF THE WORKS

PROJECT# 2053

Description	Size	Estimated Quantity	Unit	Unit Price	Estimated Total Price
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2.0 SUBDIVISION WORKS

2.1 FENCES AND GATES

1	Acoustic Wood Fence - Cedar	2000mm	250	l.m.	\$ 600.00	\$ 150,000.00
2	Acoustic Wood Fence - Cedar	1800mm	49	l.m.	\$ 575.00	\$ 28,175.00
3	Acoustic Gate - Cedar	2000mm	7	ea.	\$ 450.00	\$ 3,150.00
4	Acoustic Gate - Cedar	1800mm	2	ea.	\$ 450.00	\$ 900.00
5	Privacy Wood Fence - Pressure Treated	1800mm	418	l.m.	\$ 225.00	\$ 94,050.00
6	Black Vinyl Chain Link Fence	1800 ht.	728	l.m.	\$ 95.00	\$ 69,160.00
7	Black Vinyl Chain Link Fence	900 ht.	29	l.m.	\$ 55.00	\$ 1,595.00
8	Privacy Wood Gate - Cedar	1800mm	21	ea.	\$ 300.00	\$ 6,300.00

2.1 FENCES AND GATES SUBTOTAL \$ 353,330.00

2.2 STREETScape PLANTING

1	Deciduous Tree	60mm	205	ea.	\$ 450.00	\$ 92,250.00
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2.2 STREETScape PLANTING SUBTOTAL \$ 92,250.00

2.3 POND PLANTING

1	Deciduous Tree	45mm	57	ea.	\$ 350.00	\$ 19,950.00
2	Deciduous Tree	200cm	58	ea.	\$ 300.00	\$ 17,400.00
3	Deciduous Tree	150cm	58	ea.	\$ 250.00	\$ 14,500.00
4	Coniferous Tree	200cm	28	ea.	\$ 500.00	\$ 14,000.00
5	Coniferous Tree	150 cm	28	ea.	\$ 400.00	\$ 11,200.00
6	Deciduous Shrub	100cm	479	ea.	\$ 50.00	\$ 23,950.00
7	Deciduous Shrub	80cm	480	ea.	\$ 40.00	\$ 19,200.00
8	Deciduous Shrub	60cm	480	ea.	\$ 35.00	\$ 16,800.00
9	Aquatic Plugs		3,707	ea.	\$ 7.50	\$ 27,802.50
10	Terraseed - Edge and Fringe Seed Mixture and Nurse Crop		5,765	sq.m.	\$ 2.50	\$ 14,412.50

2.3 POND PLANTING SUBTOTAL \$ 179,215.00

2.0 SUBDIVISION WORKS SUBTOTAL \$ 624,795.00

3.0 COST SUMMARY

1.0 TRAIL WORKS SUBTOTAL \$ 638,147.85

2.0 SUBDIVISION WORKS SUBTOTAL \$ 624,795.00

3.0 COST SUMMARY SUBTOTAL \$ 1,262,942.85

13% HST \$ 164,182.57

TOTAL \$ 1,427,125.42



Attachment 6 – Pre-Servicing Agreement

SCHEDULE 'F'

SUMMARY OF PAYMENTS AND SECURITIES

PAYMENTS:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, payment of the agreement preparation fee being \$8,644.
2. The Owner agrees that they shall pay an amount of 5.4% of the value of all the works and services to be constructed by the Owner in any phase, as estimated by the Owner's consultant and confirmed by the Director towards the Town's engineering fees.
3. The Owner agrees that they shall pay all peer review costs incurred by the Town pursuant to Clause 3.2.

SECURITIES:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of **\$250,000.00 to guarantee completion of works and as a road fouling deposit.**
2. Prior to the undertaking of any external works the Owner shall provide to the Town, in form and content satisfactory to the Town Solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of 100% of the cost of such works. The Owner shall first provide the Director with a detailed cost estimate for his review and acceptance of such costs for purposes of determining the security amount.
3. Prior to the registration of the Pre-servicing Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor as follows. An amount equal to one hundred percent (100%) of the estimated costs of the works and services as detailed in Schedule 'E' ('Estimate of Costs of Construction') hereto, to guarantee the construction and installation of all the works and services in accordance with the specifications as provided herein.
4. In the event that the Town draws upon any security required herein the Owner agrees to re-establish the total aggregate amount within ten (10) days of the date of the use or this Agreement shall be considered to be in default.

Attachment 6 – Pre-Servicing Agreement

SCHEDULE “G”

LIST OF APPROVED PLANS AND DRAWINGS

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

CIVIL ENGINEER: a.m. candaras associates consulting engineers

- G1 - GENERAL ABOVEGROUND PLANS
- G2 - GENERAL UNDERGROUND PLANS
- GR1 – GR5 - GRADE CONTROL PLANS
- GG1 - CURB & GUTTER GRADE PLAN
- X1 - OLD HOMESTEAD ROAD & FLOODPLAN/WATERCOURSE BUFFER CROSS-SECTION PLANS
- X2 TO X4 - CHANNEL CROSS-SECTION PLANS
- X5 - BOAEDWALK AND NIDA STREET CROSS-SECTION PLANS
- P1 - WITTEMAN WAY (-0+013.300 TO 0+160.000)
- P2 - WITTEMAN WAY (0+160.000 TO 0+320.000)
- P3 - WITTEMAN WAY (0+320.000 TO 0+440.000)
- P4 - WITTEMAN WAY (0+440.000 TO 0+694.430)
- P5 - SHOREVIEW CRESCENT (-0+009.750 TO 0+180.000)
- P6 - SHOREVIEW CRESCENT (0+013.780 TO 0+173.000)
- P7 - MAYFIELD AVENUE (0+180.000 TO 0+329.460)
- P8 - GENERATION AVENUE (-0+008.250 TO 0+184.500)
- P9 - TALL TREES DRIVE (-0+008.250 TO 0+200.000)
- P10 - TALL TREES DRIVE (0+200.000 TO 0+400.000)
- P11 - TALL TREES DRIVE (0+400.000 TO 0+581.780)
- P12 - SERVICING OUTLET (0+220.000 TO 0+445.000)
WATERMAIN EASEMENT (-0+007.900 TO 0+134.910)
- P13 - SWM FACILITY INLET (-0+010.000 TO 0+035.470)
- P14 - SWM FACILITY INLET (0+000.000 TO 0+085.800)

- P14 - OLD HOMESTEAD ROAD (0+000.000 TO 0+320.000)
- P15 - OLD HOMESTEAD ROAD (0+320.000 TO 0+640.000)
- P16 - OLD HOMESTEAD ROAD (0+640.000 TO 0+943.800)
- S1 - STORM DRAINAGE AREA PLANS
- S2 - SANITARY DRAINAGE AREA PLANS
- S3 - CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL PLAN- STAGE 1
- S4 - CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL PLAN- STAGE 2
- S5 - CONSTRUCTION MANAGEMENT & SEDIMENT AND EROSION CONTROL DETAILS PLAN
- PR1 - PARKING, STREET SIGNAGE & FENCING PLAN
- FP1 - FUNCTIONAL PLAN INTERSECTION AT WOODBINE (BY CANDEVCON GROUP INC.)
- C1 - STORMWATER MANAGEMENT FACILITY PLAN
- C2 - STORMWATER MANAGEMENT FACILITY CONSTRUCTION DETAILS PLAN
- C3 - CONSTRUCTION NOTES & DETAILS PLAN
- C4 - CONSTRUCTION DETAILS PLAN
- C5 - REAR YARD INFILTRATION TRENCH DETAILS PLAN

LANDSCAPE PLANS: cosburn nauboris Ltd

- L1 – L4 - LANDSCAPE PLANS
- L5 - PARK FACILITY FIT
- L6 - REGIONAL LANDSCAPE PLANTING PLANS
- LW1 - SWM POND RESTORATION PLAN
- LD1 TO LD2 - DETAILS PLANS

- LW-D1 - SWM POND DETAILS

Attachment 6 – Pre-Servicing Agreement

- TP1 TO TP4 - TREE ASSESSMENT & PRESERVATION PLANS
 - TP5 - TREE ASSESSMENT & PRESERVATION PLAN / TREE INVENTORY LIST
 - TP6 - YORK REGION TREE INVENTORY LIST
 - TP7 - DETAILS PLAN
- STREETLIGHTING PLANS (BY RTG SYSTEMS INC.)
- SL-1 TO SL3- STREETLIGHT SYSTEM PLANS
 - SL-4 - STREETLIGHT DETAIL SHEET PLAN

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Attachment 6 – Pre-Servicing Agreement

SCHEDULE “H”

CONSTRUCTION MANAGEMENT PLAN

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

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Attachment 6 – Pre-Servicing Agreement

SCHEDULE “I”

BUILDING PERMIT RELEASE CHECKLIST

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

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

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

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

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

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

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

Consulting Engineer, Contractor, Waterworks Division

- Watermain – Testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning

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

Attachment 6 – Pre-Servicing Agreement

To view any plans, sketches, drawings, and/or reports referenced in this agreement, please contact the Development Engineering Division at the Town of Georgina, 26557 Civic Centre Road, Keswick, Ontario L4P 3G1.

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