



The Corporation of the Town of Georgina
Development Services Department
Development Engineering Division

**Site Alteration and Entrance Permit
and Agreement**
SAEP-23-0000000321

Owner: 2686570 Ontario Inc. o/s IPCF Baldwin Airport
Mailing Address: 5181 EVEREST DR
MISSISSAUGA ON L4W 2R2

Roll No.: 1970 000 015 60500
Subject land: CONCESSION 4 PART LOT 2
PLAN RS65R738 PARTS 1 & 2
5714 SMITH BOULEVARD

WHEREAS 2686570 Ontario Inc. o/s IPCF Baldwin Airport (the “Owner”) is the owner of the lands municipally known as 5714 Smith Boulevard, Baldwin, Ontario L0E 1A0 (the “Site”), and legally described in Schedule “A” to this Permit and Agreement (the “Agreement”), upon which it operates a federally registered aerodrome (CPB9 or the “Aerodrome”) that is regulated further to the provision of the *Aeronautics Act*, R.S.C. 1985, c A-2, as amended and the Canadian Aviation Regulations SOR/96-433;

AND WHEREAS the Site is approximately 36 hectares in area, is located east Highway 48 and is bordered by Old Homestead Road to the north and Smith Boulevard to the south. One access to the Site is available via Smith Boulevard.

AND WHEREAS the Owner intends to raise the level of the Aerodrome runway by not more than 4.5 metres from its existing elevation to assist with drainage and obstacle clearance in accordance with federal Aerodrome Standards and Recommended Practices (TP312 5th) to increase the safety and utility of the Aerodrome;

AND WHEREAS the Owner also intends to pave the runway, construct taxiways, aprons, hangars and hangar pad at the same or lower elevation of the raised runway within the slopes recommended by federal Aerodrome Standards and Recommended Practices (TP312 5th);

AND WHEREAS the Aerodrome improvements described above (the “Aerodrome Improvements”) will necessitate the importation of fill material, estimated by its engineering consultants to be 603,743 m³;

AND WHEREAS the Site is located within the municipal jurisdiction of the Town of Georgina (the “Town”);

AND WHEREAS the Town has passed [By-law 2022-0038 \(REG-1\)](#), as amended, which addresses the placing or dumping of Fill material and alteration of the Grade of land in all areas within the Town and contemplates entering into an agreement with the property owner for a development of this size;

AND WHEREAS the Owner and the Town (together, the “Parties”, and each a “Party”) agree that the applicability or inapplicability of all or the part [By-law 2022-0038 \(REG-1\)](#) to the Aerodrome Improvements pursuant to the *Constitution Act, 1867* is uncertain and involves extensive legal costs and appeals to finally establish;

AND WHEREAS the Parties agree they have a mutual interest and desire in:

- a) ensuring that any imported fill material for the Aerodrome Improvements is of an acceptable standard and brought onto the Aerodrome under reasonably acceptable conditions; and
- b) avoiding costly and lengthy litigation over the constitutional issues noted above.

AND WHEREAS on March 16, 2023, the Owner submitted an application for a site alteration and entrance permit pursuant to [By-law 2022-0038 \(REG-1\)](#) (SAEP application number 23-0000000321).

AND WHEREAS a Stormwater Management Report and related detailed design drawings were prepared and submitted to the Town on behalf of the Owner, and reviewed by the Town, as part of the permit application process for SAEP application number 23-0000000321;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true, accurate and form part of this Agreement.
2. Capitalized words not defined herein shall have the definitions given to them in [By-law 2022-0038 \(REG-1\)](#).
3. The Town, pursuant to [By-law 2022-0038 \(REG-1\)](#), hereby permits the placement of Fill and the alteration of Grade in accordance with documents prepared by ARUP Canada Inc. and submitted by McMillan LLP as attached to this Agreement, and subject to the terms and conditions contained herein.
4. The scope of proposed work for the Aerodrome Improvements (the “Work”) is summarized as follows:
 - a. Installation of erosion and sediment control measures, demolishing all existing structures, and then stripping peat moss and disposal off-site.
 - b. Importing and placing approximately 603,743 cubic metres of material to elevate the Aerodrome aviation

- The intention of these submissions is not to seek the approval or permission of the Town with respect to the Airfield Configuration or Grading Plan to implement that Airfield Configuration, but for informational purposes to allow the Town to reasonably satisfy itself that activities being conducted at the Aerodrome are Aerodrome Improvements, with any necessary fill placement activities being conducted further to this Agreement, and the protection of the public afforded by the technical requirements of [By-law 2022-0038 \(REG-1\)](#) incorporated into this Agreement.

6. The Owner agrees to retain a qualified professional engineer who is in good standing with the Professional Engineers of Ontario (the “**Owner’s Engineer**”).
7. The Owner’s Engineer shall submit description(s) of all source(s) of imported Fill certifying that imported Fill meets the following criteria as per Part 4.2(g) of By-law 2022-0038 (REG-1), as amended, shall ensure all proposed Work adhere to O. Reg. 406/19, and does not contain any of the following materials: cement fines, exposed rebar, paint or coatings, decomposable materials, plastic, asphalt, petroleum products, hydrocarbon materials and any putrescible organic materials.
8. The Owner shall advise the Town of the identity of and retain at its expense a “**Qualified Person**” as defined under O. Reg. 153/04 under the *Environmental Protection Act*, RSO 1990, c. E.19, as amended, for the purposes of monitoring, sampling and assisting the Owner and its contractors in complying with the quality standards for imported fill set out in this Agreement.
9. The Owner agrees that any soil or fill imported or placed at the Aerodrome for the Aerodrome Improvements shall meet the applicable industrial standards for the Aerodrome set out in the “Rules for Soil Management and Excess Soil Quality Standards” published by the Ontario Ministry of Environment, Conservation and Parks in 2024 pursuant to O. Reg. 406/19 (On-Site and Excess Soil Management) made under the *Environmental Protection Act*, R.S.O. 1990, c. E.19.
10. The Owner shall instruct the Qualified Person to provide written reports to the Town on a monthly basis confirming that the fill material imported onto the Aerodrome complies with the standards set out above, as well as a final report regarding the foregoing upon completion of the importation and placement of fill at the Aerodrome.
11. The Owner must arrange for an inspection of all erosion and sediment control measures by the Town’s Development Engineering Division prior to the excavation or importation of any materials. The contact information for the Town’s Development Engineering Division is:

(905) 476-4301 ext.2234 / engineering2@georgina.ca
12. The Owner must provide a detailed description(s) of where trucks are coming from, where trucks are going and the planned route they shall take.
13. The Owner shall provide all related drawings, including but not limited to a stormwater management brief, grading plans and topographical survey certified by a Professional Engineer or Ontario Land Surveyor confirming the volume of Fill material to be placed as well as the Fill volume calculations.

14. All Work shall be performed in accordance with reasonable engineering and environmental practices and in strict conformance with the approved plans, as may be amended, and all applicable sections of [By-law 2022-0038 \(REG-1\)](#), as amended.
15. All Work shall be performed in such a manner that no ponding of water is caused on abutting lands and that adequate provisions are made to properly manage all surface stormwater drainage for the duration of the Work.
16. All environmental controls required pursuant to Schedule "C" of [By-law 2022-0038 \(REG-1\)](#) (the "**Environmental Controls**"), including erosion control measures, shall be inspected at least once a week and after each Rainfall and/or Snow Melt Event to make any necessary repairs. Environmental Controls including ground water and well monitoring program shall be in accordance with Schedule "C" of [By-law 2022-0038 \(REG-1\)](#).
17. All existing road ditches are to be maintained and kept clear of any obstruction or debris at all times. The Owner shall

have its contractors clean the entrance road, Smith Boulevard, on a daily basis to the satisfaction of the Town. Further, at the end of the importation activities and Work, the Owner, in consultation with the Town, will carry out such repairs to Smith Boulevard as are reasonably necessary to restore it to the condition existing at the commencement of the operations contemplated by this Agreement.

18. The Owner agrees that no Work shall be permitted between the hours of 8:00pm and 7:00am, Monday to Saturday, at any time on Sunday and statutory holidays, or during or within 24 hours of the occurrence of a Rainfall and/or Snow Melt Event.
19. The Owner agrees that queueing of trucks shall not occur on any roads leading to or from receiving sties. The Owner agrees to handle all truck queueing on-site as necessary.
20. The Owner shall, or shall cause its project manager or contractor to, acknowledge receipt of complaints and attempt to address all reasonable complaints within a reasonable time. The Owner or its project manager intends to contact abutting neighbours to inform them of the Project prior to commencing Work, and to provide them with contact information of the Owner and its project manager to address concerns and complaints in an attempt to divert such complaints away from the Town.
21. The Owner agrees that, pursuant to section 7.4 of [By-law 2022-0038 \(REG-1\)](#), if the Owner receives a "Notice of Contravention" and/or an "Order to Comply" from the Town respecting the Work, it shall comply with same within the time frame specified in the Notice or Order; otherwise, the Director may draw on the financial security as required in order to achieve such compliance.

C. After Completion of Works:

22. All Work, inspections and approvals must be completed within three (3) years of the date of issuance of this Permit, being the Effective Date of this Agreement (hereinafter defined). This Agreement is effective as of the "**Effective Date**" as defined below, and shall terminate three (3) years after the Effective Date unless otherwise extended in accordance with the terms herein (the "**Term**").
23. Should the Work not be completed within three (3) years after the Effective Date, the Parties may undertake a full review of the Agreement and agree to extend this Agreement for a period of no more than six (6) months. The Parties may agree to additional six (6) month extensions upon the expiry of the preceding extension. Notwithstanding the foregoing, it is the Owner's intention to try to complete the Work within twenty-four (24) months.
24. All disturbed areas must be protected by sod, turf, seeding for grass, greenery, asphalt, concrete, or such other provisions as shown on the approved drawings. Sod, turf and grass must be adequately rooted having a minimum of one (1) inch overall growth prior to requesting a final inspection.
25. Following the completion of the approved Work, the Owner's Engineer shall certify that all imported Fill materials adhere to the requirements listed in Section 7 of this Agreement, and therefore can be considered "clean Fill".
26. The Owner shall provide the Town with as-built drawings and a final lot grading certificate by the Owner's Engineer. The lot grading certificate shall be submitted prior to the Owner making its request for the final inspection of the Work. The lot grading certificate must include detailed calculations showing the amount of imported Fill and grading on-site by comparing the original topographical survey to the as-built topographical survey. Release of the Security Deposit (as hereinafter defined) shall be preconditioned on the Owner providing the Town with as-built drawings and a lot grading certificate for the Site.
27. The Owner shall notify the Town's Development Engineering Division when the requirements of this Section C have been completed and shall request an inspection of the Work, at which time the Town will carry out a final inspection of the Work. A minimum of forty-eight (48) hours' notice is required for an inspection and more than one inspection may be necessary. Final inspections will not be completed when there is snow covering the ground. If Work is completed during snow covered conditions, the Owner shall notify the Town's Development Engineering Division of such conditions and inspections will be completed when appropriate. The Town will give the Owner a "Certificate of Completion" once all Work has been completed in accordance with this Agreement, and shall promptly release the Security Deposit.

D. General Terms:

28. The Town accepts no responsibility for the design and function of the lot grading. The approval is based on the Owner carrying out the Work in accordance with the approved drawings. The Town accepts no responsibility for any errors and omissions by the Owner's Engineer or Owner. The Owner shall, to the extent not caused or contributed to by the Town or those for whom it is responsible at law, 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 Work, including the lack of maintenance of such Work by the Owner in accordance with this Agreement, from the date of commencement of any Work until final acceptance thereof by the Town. Notwithstanding the foregoing, the Owner shall not be liable to the Town for any claims to the extent caused or contributed to by the negligence, fraud or misconduct of the Town or any person for whom the Town is responsible at law.

29. The Parties agree that the Owner will pay to the Town the “**Municipal Services Fee**” (as defined [By-law 2022-0038 \(REG-1\)](#)) at the rate of \$0.75 per cubic metre for Fill eventually deposited on the Site, pursuant to SCHEDULE ‘A’ of [By-law 2024-00036 \(REG-1\)](#). Based upon the estimate of the volume of Fill to be placed of 603,743 m3, the total Municipal Services Fee is anticipated to be in the amount of \$452,807.25, inclusive of value added taxes. Fees related to any changes regarding planned versus actual Fill volumes imported will be reconciled and any increases in the Municipal Services Fee may be deducted from the Security Deposit accordingly. The Town shall reimburse the Owner for any decreases in the Municipal Services Fee.
30. The parties agree the following payments and deposits from the Owner are required further to this Agreement and [By-law 2024-00036 \(REG-1\)](#):
- a) Amount Payable:

(i) Application Fee	\$12,000.00
(ii) Preparation of Site Alteration Agreement	\$6,150.00
(iii) Security Deposit	
A. Fixed portion of Security Deposit	\$25,000.00
B. Variable portion of Security Deposit, \$0.75 per cubic metre x 603,743, representing Security for the Municipal Service Fee	\$452,807.25
Total Payable	\$495,957.25
Less Previously Paid	(\$26,000.00)
Balance of Security Deposit Payable	\$469,957.25
- b) The Balance of the Security Deposit Payable shall be paid upon the passage of a resolution by Council approving the issuance of a Permit pursuant to By-law 2022-0038 to the Owner and the signing of this Agreement. No work shall be done until the Balance of the Security Deposit is paid. The Owner may elect to provide the Town with a letter of credit for the Balance of the Security Deposit, in lieu of a cash payment, which letter of credit shall be reduced or released in accordance with the provisions set out herein respecting return of the Security Deposit.
- c) At the end of each calendar year while this Agreement is in effect, the Town and the Owner will calculate the volume of Fill placed on the Site in the preceding year (the “**Placed Fill**”) and the Owner will either make payment to the Town of the Municipal Services Fee in the amount of \$0.75 per cubic metre for the Placed Fill, or will direct the Town to draw down the Security Deposit for such payment. The Municipal Service Fee will be paid or drawn down as set out herein by January 31 of each year following a year Fill is placed.
31. The Security Deposit shall only be applied by the Town to cover the costs, Municipal Services Fee, and securities contemplated by the Parties in this Agreement and [By-law 2022-0038 \(REG-1\)](#) (the “**Costs**”). For certainty, the Parties have agreed that the Security Deposit will be applied against Costs as incurred by the Town, at the following rates:
- a) During months in which construction activity is occurring, \$2,000.00 for each audit actually performed (not exceed 2 audits per six (6) month intervals), which amount shall include the costs associated with any testing undertaken by the Town, the review of any plans, reports or applications, review of all legal, surveying, geoscience and engineering costs and the costs of any consultants retained by the Town, the supervision of all of the Work undertaken and in ensuring compliance with this Permit and Agreement;

b) During months in which construction activity is occurring, \$800 for each inspection actually performed, which the Parties anticipate the Town to conduct no more frequently than every ninety (90) days, and the amount per inspection shall include the cost of monitoring and testing groundwater elevation levels and quality, monitoring the hours of operation and truck traffic to and from the Site, inspecting erosion and sediment control measures, and review of all documentation associated with the operations of the Site;

c) During months in which construction activity is occurring, \$800 for each spot-inspection actually performed in addition to the regularly-occurring inspections, which the Town shall only be entitled to conduct spot-inspections in addition to the regular inspections upon its reasonable belief or discovery of the existence of petrochemical odours, debris within the samples, or other such items which would reasonably warrant a more frequent audit;

d) \$0.75 per cubic metre in Municipal Services Fees; and

e) \$6,150 as a one-time payment for preparation of this Agreement.
32. If the Town draws upon the Security Deposit for payment of the Municipal Services Fee, then the Owner will, prior to commencing Fill placement in the next season, pay to the Town an amount sufficient to replenish the Security Deposit to \$452,807.25.

33.

Without limiting anything else contained herein, the Owner acknowledges that if any Work does not materially adhere to the approved plans or [By-law 2022-0038 \(REG-1\)](#), as amended and applicable, and the Owner fails to rectify such deficiency or commence rectification within 20 business days’ notice of same from the Town, the Town may draw on the Security Deposit to rectify such deficiencies.
34.

The Parties agree that Town officials may, as they reasonably see fit, visit the Site from time to time to observe the construction activities thereon. Such visiting Town representatives shall observe such safety measures (from an aeronautical and construction perspective) as directed by The Owner, its contractors or the Qualified Person.
35.

Upon fulfilling all the conditions of the Agreement and issuance of the Certificate of Completion, or earlier termination or expiration, the Town will refund the remaining Security Deposit, if any, to the Owner unless the Owner directs that the Municipal Service Fee or any other Cost is to be paid from the Security Deposit.
36.

Nothing in this Agreement is intended to prevent the Owner from amending the Aerodrome design, in its sole and unfettered discretion, subject to the limitation that no such change shall include raising the elevation of the runway or other supporting Aerodrome Improvements by more than 4.5 metres, and that such amendments to the plan for the Aerodrome Improvements will be provided to the Town prior to those amended plans being implemented. If an amendment to this Agreement is required, the Owner agrees to pay a non-refundable “Amendment to Agreement” fee of \$2,050.00 as described in SCHEDULE ‘A’ of [By-law 2024-0036 \(REG-1\)](#).
37.

The Owner acknowledges that failure to comply with the terms and conditions of this Agreement, or any contravention of the Town’s [By-law 2022-0038 \(REG-1\)](#), as amended and applicable, may result in the cancellation and/or revocation of SAEP-23-0000000321.
38.

This Agreement has been duly executed and delivered by each Party and constitutes a legal, valid and binding obligation of each Party, enforceable against such Party in accordance with its terms.
39.

The execution and delivery by each Party of this Agreement, and the performance by each of them of this Agreement, have been duly authorized by all necessary corporate actions and do not violate any laws of general application applicable to the Site or any provision of its constating documents or similar governing documents, to which such Party is subject.
40.

This Agreement is governed by and is to be construed and interpreted in accordance with the applicable laws of the Province of Ontario and any applicable laws of Canada.
41.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
42.

This Agreement may be executed by the Parties in separate counterparts and may be delivered by facsimile or other electronic transmission, each of which when so executed and delivered will be an considered an original, and all of which together will constitute one and the same agreement.
43.

Upon the execution of this Agreement, the Town will promptly rescind the Stop Work Order dated July 10, 2020 and any other similar Stop Work Order issued in respect of the Aerodrome to the date hereof, and shall allow the Aerodrome Improvements to proceed, subject to the terms of this Agreement.

E. Attached Documents:

44.

The following documents are hereby incorporated by reference. In the event of conflict, the terms of this Agreement govern.

1. Baldwin Airport Improvements Stormwater Management Brief	4. Road Occupancy Permit
2. Baldwin Airport Improvements Civil Grading Design Drawings	5. Approved Trucking Route Map
3. Payment Receipt(s)	6. WSP Phase II Report dated September 18, 2020

[Remainder of page intentionally left blank.]

The Parties have executed this Agreement as of [DATE] (the “Effective Date”).

2686570 ONTARIO INC.

Signature: _____

Michael Davidson
President

I have authority to bind the corporation.

Date: _____

THE CORPORATION OF THE TOWN OF GEORGINA

Signature: _____

Cory Repath, C.E.T
Development Engineering Inspector

I have authority to bind the corporation.

Date: _____

Signature: _____

Ben Pressman, P.Eng., PMP
Supervisor of Development Engineering

I have authority to bind the corporation.

Date: _____

Signature: _____

Michael Iampietro, P.Eng.
Manager of Development Engineering

I have authority to bind the corporation.

Date: _____

Signature: _____

Denis Beaulieu, MCIP, RPP
Director of Development Services

I have authority to bind the corporation.

Date: _____

SCHEDULE "A"
LEGAL DESCRIPTION OF SITE

PIN 03544-0005

LRO #65 - PT Lot 2 Concession 4 Georgina Parts 1, 2 65R738, S/T R535644: Georgina

DRAFT