

THE CORPORATION OF THE TOWN OF GEORGINA

**Ainslie Hill I Inc. and Ainslie Hill II Inc.**

PLAN OF SUBDIVISION 19T-15G03  
PART LOTS 21,22, and 23, CONCESSION 7 (NG)  
TOWN OF GEORGINA

**SUBDIVISION AGREEMENT**

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## SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate as of this \_\_\_\_ day of \_\_\_\_\_, 20\_.

B E T W E E N:

**Ainslie Hill I Inc.**, a company duly incorporated under the laws of the Province of Ontario

hereinafter called the "OWNER"

of the first part,

- and -

**Ainslie Hill II Inc.**, a company duly incorporated under the laws of the Province of Ontario

hereinafter called the "OWNER"

of the second part,

- and -

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

hereinafter called the "TOWN"

of the third part.

### PART I - RECITALS

1.1 Whereas:

- (a) The Owners are the registered owners of the lands described in Schedule "2" attached hereto (the "Lands") and as confirmed by the solicitor's certificate in Schedule "4" attached hereto;
- (b) The Owners have received approval of draft Plan(s) of Subdivision 19T-15G03 to be registered upon the Lands, subject to certain conditions, including a condition that the Owners enter into this Agreement. A reduced copy of the proposed plan or of each of the proposed plans forms Schedule "3" hereto (the "Draft M Plan");
- (c) This Agreement is being entered into in accordance with sections 51(25) and 51(26) of the *Planning Act*, R.S.O., 1990., c. P.13, as amended and to satisfy one of the conditions of draft approval.

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

### PART II - INTERPRETATION

- 2.1 The words and expressions used in this Agreement, including its recitals, have meanings set out in Schedule "1" attached hereto.
- 2.2 This Agreement shall be read with all changes in gender or number as the context requires.
- 2.3 In this Agreement, unless otherwise specified,
  - (a) a grammatical variation of a defined word or expression has a corresponding meaning;
  - (b) references to an Act, by-law, guideline, or policy shall include any amendments to or successors of such Act, by-law, guideline, or policy;
  - (c) references to sections, subsections, clauses, and Schedules are references to sections, subsections, clauses, and Schedules in this Agreement;

- (d) references to Lots or Blocks are references to Lots or Blocks on the draft M-Plan;
- (e) references to any approved plan, drawing or other document shall be deemed to include any approved revisions;
- (f) every reference to a decision, determination, consent, approval, or request shall be deemed to be qualified by the words "acting reasonably";
- (g) every provision by which the Owners or the Owners' Engineer or agent are required to act shall be deemed to include the words "at the Owner's expense, including the payment of any applicable taxes"; and
- (h) every obligation of the Owners' consultants, workmen, agents, etc. shall be an obligation of the Owners.

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

- Schedule 1 Definitions
- Schedule 2 Legal Description of Lands
- Schedule 3 Plan(s) of Subdivision
- Schedule 4 Solicitor's Certificate
- Schedule 5 Approved Plans
- Schedule 6 Ontario Land Surveyor Certificate as to the Conformity
- Schedule 7 Easements, Lands and Reserves to be Conveyed
- Schedule 8 Schedule of Works
- Schedule 9 Estimated Cost of Constructing the Works
- Schedule 10 Payments to Town
- Schedule 11 Securities and Guarantees
- Schedule 12 List of Security Reduction Requirements
- Schedule 13 List of Building Permit Requirements
- Schedule 14 Special Provisions (Draft Plan of Subdivision Conditions)
- Schedule 15 Approved M-Plan
- Schedule 16 Conditions of Approval for Draft Plan

**PART III -**

**ENGINEERING General**

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

**Owners' Engineer Consultant**

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

**Owners' Landscape Consultant**

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

**Approved Plans and Specifications**

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

permitted unless such deviation is authorized by the Director before it is undertaken.

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

#### **Grade Control Plan**

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

#### Construction According to Grade Control Plan

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

#### Restoration of the Boulevard and Disturbed Areas

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

#### Individual Lot/Block Grading Plans

- 3.22 No building permit shall be issued for the construction of a building on any lot or block until an individual lot or block Grading Plan prepared by a Professional Engineer has been approved by the Owners' Engineer and submitted to the Director. The individual Grading Plan shall indicate the proposed sitting of the building, its design and main floor elevation and its grading, sodding and 'as built' municipal service information.

### **Master Landscape and Tree Planting Plan**

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

### **Cost Estimates**

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

### **Utilities**

- 3.32 The Owners shall enter into agreements with the authorities having jurisdiction to ensure the proper design and installation of all utilities required to service the Lands including water, sanitary sewers, hydro, telecommunications and gas, and provide copies of all such agreements to the Town.
- 3.33 All utilities shall be installed in locations approved by the Director and shall be installed underground, unless otherwise approved.
- 3.34 No dwelling shall be occupied until such time as these services and street lighting in front of the dwelling have been approved by the requisite authority and are in operation.
- 3.35 The Owners shall agree that it will permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the plan registration



provided the telephone or telecommunications service provider has executed a Municipal Access Agreement with the Town. The Owners shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the development as and when each dwelling unit is constructed.

- 3.36 The Owners shall agree that in the event that easement(s) are required to provide gas service to this development, the Owners will provide the easement(s) to Enbridge Gas Distribution at no cost.
- 3.37 The Owners shall agree to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

### **Commencement of Construction**

- 3.38 The Owners agree that the Works required to be undertaken pursuant to this Agreement shall be commenced within one (1) year of the date of the execution of this Agreement.
- 3.39 If the Owners have not commenced the Works within one (1) year of the date of the execution of this Agreement, the Town, at its sole discretion, may deem the Owners to be in default under this Agreement and subject to the provisions of Part XI ('Remedies') or may require that a new Agreement be entered into and may alter the terms and conditions as it deems advisable.
- 3.40 The Owners agree prior to the construction of any Works to give to the Town at least seven (7) days' notice in writing of the date upon which such construction shall commence.
- 3.41 The Owners agree that no Works shall be commenced without the written approval of the Director and it is understood that any approvals given prior to the registration of the plan shall not be binding upon the Town nor on the Director and any works undertaken by the Owners prior to the registration of the plan shall be at the sole risk of the Owners.
- 3.41 Any approvals given by the Town shall be subject to any and all approvals required by any other governmental authority.
- 3.42 Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Town or the Owners have obtained any and all approvals required to be obtained from the Regional Municipality of York, Ministry of Tourism, Culture and Sport and the Lake Simcoe Region Conservation Authority and nothing herein shall relieve the Owners from obtaining all approvals and consents required by any governmental authority.

### **Construction Management Plan**

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

- 3.44 The Owners shall carry out all matters identified within the approved CMP.

### **Construction Hours**

- 3.45 The Owners acknowledge and agree that notwithstanding the limitations contained within Town's By-law 2003-0075 (PWE-1) as amended being a by-law to prohibit and regulate noise likely to disturb the inhabitants of the Town of Georgina, the hours of work will be limited to 7:00 a.m. to 8:00 p.m. Monday to Saturday.

### **Access to the Subdivision**

- 3.46 The Owners agree to gain access to the proposed subdivision during the period of construction only by way of **Catering Road**, or an alternate route approved by the Director in writing.

### **Subdivision Signs**

- 3.47 As soon as construction commences, the Owners shall advise builders and purchasers of lots in the plan of subdivision of the intended use of the lands being conveyed to the Town or other authorities, other than road widenings and 0.3 reserves, by installing a sign or signs on the respective lots. Such signs shall also be erected on blocks zoned so as to permit any use other than residential dwellings.
- 3.48 The Owners further agree to erect signs on all open spaces within the plan of subdivision indicating the proposed use of each block in both a textual and graphic form approved by the Town. The said signs shall be erected prior to anyone offering lots, blocks, or dwelling units on the plans for sale to the public and shall be 1.2m x 1.2m in size, constructed from plywood, crezon or other material to the satisfaction of the Town and shall contain a colour park plan with labels of facilities.
- 3.49 The Owners agree to display plans in its sales office and identify in its sales literature any phases of development, the location of adjacent environmentally protected features, and the location of private and utility infrastructure including but not limited to sidewalks, stormwater management facilities, transformers, pedestals, streetlights, mailboxes and lands for other development.

### **Streetlights**

- 3.50 The Owners agree to design and construct the streetlight system all in accordance with the Development Design Guideline in effect at that time.
- 3.51 The Owners further agree that the streetlights shall be installed, tested, inspected, certified and operational in advance of any building permit being released.

### **Drinking Water Works Permit**

- 3.52 The Owners agree that the proposed watermain design and construction meets all conditions of the Town's Drinking Water Works Permit No. 119-201 including "The watermain addition, modification, replacement or extension will not adversely affect the distribution system's ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions."
- 3.53 The Owners acknowledge their obligations pursuant to the Town's Drinking Water License and Drinking Water Permit as issued, and as may be amended from time to time by the Ministry of the Environment, and its obligations pursuant to the Town's Procedure No. WWW 13, as may be amended from time to time respecting the provisions of minimum water pressure.

### **Completion of Works**

- 3.54 The Owners shall complete the Works required by this Agreement and as listed in Schedule '8' hereto within two (2) years of the commencement of construction.
- 3.55 Notwithstanding the remedies available to the Town herein (Part XI – Remedies), failing completion of the Works within two (2) years of the commencement of construction, the Town may, at its option, require the Owners and their successors in title, to desist from the continued construction of services in which case the Town may declare any performance guarantee forfeited and may out of the receipt of any monies available from the performance guarantee complete the Works of any of them required to be completed and the Town shall not be required to return to the Owners any funds it may have received from the performance guarantee, or, in the alternative, the Town may require the Owners to cease work being carried out in the subdivision by the Owners, or their successors in title, including the completion of any structural building and may require the Owners or their successors in title to renegotiate with the Town on the basis of any construction standards or financial requirements which may then be Town standards.

### **Top Course of Asphalt**

- 3.56 The Owners agree to lay the top course of asphalt on all roads following acceptance of the base course of asphalt at such time as shall be directed by the Director, provided that such top course of asphalt will not be laid before June 1<sup>st</sup> of any given year or in the same calendar year as the base course of asphalt but in any event the Owner shall lay the said top course within two (2) years of the date of commencement of any work. The Director, at their discretion, may alter this requirement if they deem it to be appropriate.

#### **Preliminary Acceptance of Underground Services**

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

#### **Preliminary Acceptance of Aboveground Services**

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

#### **Licence to Enter**

- 3.61 The Owners agree to retain a licence from any subsequent purchaser of the Lands described in Schedule '2' to enter upon such Lands in order to comply with the provisions of this Agreement. Such licence shall be retained until Assumption of this subdivision. It will be the Owners' responsibility to register a release of said licence on all affected lots and blocks prior to assumption occurring.

#### **Maintenance of Partially Constructed Roads**

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

#### **Maintenance and Repair of Public Works**

- 3.63 Upon construction of either the Underground and/or Aboveground works and services, the Owners agree to maintain all the Works and services as provided for in this Agreement free from defects and to repair or rectify any defects which may occur when required by the Director until Final Assumption of the subdivision. Without limiting the generality of the foregoing, the Owners agree as follows:
- a) to maintain all sewers, manholes, catchbasins and outlets free of road material, building debris and other foreign matter and to clean such materials from the system until the Final Assumption of the subdivision;
  - b) maintain the roadway pavement, curbs and sidewalks clear of building debris and earth deposits and to clean and remove such material and power sweep roadway surfaces at minimum of a weekly basis and as required by the Director in writing until

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

#### **Repair of Damaged Public Works on Adjoining Lands**

- 3.65 The Owners agree that all streets abutting on the lands to be covered by the new registered plans of subdivision and to be used for access during the construction of the houses or buildings and the public works on the new plans shall be maintained in good and usable condition during the said construction and if damaged by the Owners or parties employed by the Owners in construction of the said works or by builders so employed, will be restored immediately and all trucks making delivery to or taking materials from the lands in the said new registered plans shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting.

#### **Driveway Surfacing**

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

#### **Replacement of Curb Depressions**

- 3.68 The Owners agree that if any curb depressions are not located correctly with respect to a driveway, to construct a curb depression in the correct location and replace the original curb depression, in accordance to the Town's Development Design Criteria, as amended from time to time, all to the satisfaction to the Director.

#### **Replacement of Topsoil**

- 3.69 The Owners agree that all topsoil removed from the lands shown in Schedule '3', and as described in Schedule '2' attached hereto shall be a reasonable amount stockpiled during grading operations and as building construction is completed, the said screened topsoil shall be placed at a depth of at least three hundred (300) millimetres on all land not covered by buildings, driveways or pavement. The Owners further agree not to stockpile topsoil on any land to be dedicated to the Town.

#### **Debris or other Materials on Lands to be Dedicated**

- 3.70 The Owners agree that land conveyed to the Town for municipal purposes including roads, parks and for any other purpose, will not be used for the depositing of junk, debris, refuse, topsoil, building materials, equipment or other materials and the Owners further agree to restrain, insofar as they are able to do so, all others from depositing junk, debris, refuse, topsoil, building material, equipment or other materials on the lands conveyed to the Town

and further agree to remove any junk, debris, refuse, topsoil, building materials, equipment or other materials excluding original topsoil immediately when so directed by the Town, at the Owners' expense.

### **Snow-Plow Incomplete Roadways**

- 3.71 The Owners agree to snow-plow and sand roadways until the base course of asphalt has been laid. The Town will be responsible for plow and sanding of roadways only after the base course of asphalt has been laid and occupancy has occurred on the subject roadways.
- 3.72 The Owners agree that all pavement and boulevards must be maintained clear of debris and building material and all manholes or other structures ramped as required and such ramping maintained by the Owners until top course of asphalt is placed.

### **Watermain Testing and Flushing**

- 3.73 The Owners are to obtain Road Occupancy permit for any works to occur on existing Town roads. The Owners are to contact Environmental Services at the Town for latest Watermain Testing and Flushing Procedure and follow as appropriate including any on-site inspections by Town staff. The Owners shall not operate, connect, or construct any works on the Town's existing water or wastewater system without written consent from the Town's Operations & Infrastructure department. The Owners agree to retain a Licenced Water and Wastewater Operator to oversee and inspect any Works which involves the construction or connection to the existing Town water or wastewater system until the occupancy level in Ainslie Hill 1 reaches 85%.

### **Fouling of Roadways**

- 3.74 The Owners agree not to foul the highways, outside the limits of the subdivision, leading to the Lands and further agree to provide the necessary labour and equipment to be available on twenty-four (24) hour notice at all times to keep public roads clean and if, in the opinion of the Director, such roads do not meet with these requirements, then the work shall be done by the Town at the Owners' expense.

### **Cleaning and Sweeping of Streets**

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

### **Clearance of Debris from Vacant Public and Private Lands**

- 3.76 The Owners agree to clear debris and garbage originating from the Works in the subdivision and deposited on vacant public and private lands within or outside the limits of the subdivision, if so requested in writing by the Director. If the Owners fail to do so in seventy-two (72) hours, the Town will remove such debris and garbage at the cost of the Owners.

## **PART IV - BUILDING AND PLANNING REQUIREMENTS**

### **Street Signs and Traffic Control Signage**

- 4.1 Prior to the issuance of a building permit, the Owners agree 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 Assumption of subdivision occurs.
- 4.2 The Owners shall further supply and install traffic signs as directed by the Director in accordance with the traffic plan or equivalent.

### **Street Names**

- 4.3 The Owners agree that the street(s) on the proposed plan(s) of subdivision shall bear names satisfactory to the Town and the Region of York and shall be in accordance with any by-law(s) passed by the Town naming any streets within the proposed subdivision.

- 4.4 Permanent street name signs shall be erected according to specifications approved by the Director.

### **Building Requirements**

- 4.5 The Owners agree that all houses shall be designed, located and constructed to ensure a reasonable mix of styles, materials and colors for adjacent houses, and shall be constructed in accordance with the Council approved Urban Design Report and Architectural Design Guidelines, as amended. The Owners' Engineer shall consider all existing and future street intersections in the overall siting of homes to minimize any potential impact.
- 4.6 The Owners agree to retain a competent Building Control Architect. The Building Control Architect shall be in good standing with the Ontario Association of Architects. The Building Control Architect shall have experience in and be capable of reviewing all building permits for compliance with the Council approved Urban and Architectural Design Guidelines. Where possible the Control Architect shall be the same as the architect that drafted the Urban and Architectural Design Guidelines.
- 4.7 The Owners agree that no building permit will be issued until the Town is satisfied that:
- a) all requirements contained in Schedule '13' are fulfilled;
  - b) all the following sections have been fulfilled:
    - 4.1- 4.2 Street Signs and Traffic Signage
    - 4.3- 4.4 Street Names
    - 3.22 Individual Lot/Block Grading Plans
    - 6.2- 6.3 Fire Protection and Access
    - 6.4 Fire Breaks
    - 6.6- 6.7 House Numbers
    - 3.47- 3.48 Streetlights
  - c) all adequate road access including base course asphalt, municipal water supply, storm and sanitary sewers, and storm drainage facilities, utilities and streetlighting are available to service the development.

### **Accessory Buildings, Additions and Swimming Pools**

- 4.8 The Owners and/or subsequent purchaser shall not construct or apply for a building permit to construct any accessory building, addition to an existing building or a swimming pool until the individual grade control plan pursuant to section 3.22 herein has been appropriately amended and approved by the Director.

### **Pre-Registration Homes**

- 4.9 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.
- 4.10 It is mutually agreed by the parties hereto that the maximum number of pre-registration homes shall be determined in accordance with Zoning By-law 500, as amended.
- 4.11 The Owners acknowledge and agree that all other provisions respecting the issuance of any building permit is applicable to the issuance of any building permit prior to the registration of the plan of subdivision(s).

### **Occupancy of Buildings**

- 4.12 The Owners agree to not permit occupancy of any building including pre- registration homes, or part thereof, until the following requirements have been fulfilled, to the satisfaction of the Director:
- a) the Plans of Subdivision or any approved Phases thereof as the case maybe, are registered;
  - b) the water, sewage, and drainage facilities, including the storm outlet on adjacent lands,

are operating and the required water meter has been installed, in accordance with the conditions set out by the Town;

- c) all lot grading for said lots are complete and the consultant's grading certificate, issued by the Engineer, has been submitted and accepted by the Director;
- d) the granular base shall be installed and compacted on the driveway and access to the dwelling by way of patio stones, has been provided in accordance with the latest revision of the Town's Development Design Criteria, as amended from time to time;
- e) hydro electric service to the building is in operation and approved by the Electrical Safety Authority and streetlights are installed and fully operational, in accordance with the conditions set out by the Town;
- f) Each dwelling unit shall be furnished with a house number, as assigned to the dwelling by the Town, and has been permanently posted on the front of the dwelling in such a manner as to be visible from the street and suitably illuminated; and
- g) In the case of a lot containing a detached garage, the garage shall be fully complete.

#### **Green Bins, and Blue Boxes**

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

#### **Parkland Conveyance**

- 4.14 The Owners agree to fulfill the parkland requirements as set out in Schedule '13' attached and in accordance with section 51 of the *Planning Act*, R. S. O. 1990 c., as amended.

#### **Canada Post**

- 4.15 The Owners agree to include on all offers of purchase and sale, a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mail box.
- 4.16 The Owners agree that the Owners will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
- 4.17 The Owners agree to contact Canada Post sixty (60) days in advance of occupancy to arrange for setup of mail delivery.

#### **PART V - FINAL ACCEPTANCE AND ASSUMPTION**

- 5.1 The Town covenants and agrees that the Final Acceptance and Assumption of the subdivision shall take place upon fulfilment of the requirements in Schedule '12' and the following conditions:
  - a) satisfactory conclusion of performance by the Owners of their obligations during the full twenty-four (24) month maintenance period, commencing upon Preliminary Acceptance of the Aboveground works;
  - b) that all roadway pavement, ditches, storm sewers and appurtenances incidental thereto and sanitary sewers and appurtenances incidental thereto shall be clean and free of debris and earth deposits and functioning as intended;
  - c) that all settlements, depressions, or any other defects on roadways shall be repaired to the satisfaction of the Director;
  - d) that eighty-five (85%) percent of all buildings on lots within the Plan of Subdivision or any phase thereof are constructed;
  - e) that the Director shall be in receipt of all items as identified in Schedule '12' and as follows:
    - i. a statement by a registered Ontario Land Surveyor that he/she has found or replaced all standard iron bars and iron bars as shown on all reference plans, all

corner lots and control points of survey and has located or properly re-established all block corners, the beginning and ends of all block curves other than corner rounding's and all points of change in direction of streets. In addition, the four iron bars on the outside corners of the subject lands shall have their horizontal and vertical coordinates assigned to them and that information provided to the Town;

- ii. a certificate of location and elevation of two (2) geodetic benchmarks in the subdivision;
  - iii. a Statutory Declaration from the Owners that it has paid all contractors and sub-contractors associated with the construction of public works and complied fully with the provisions of the *Construction Act*;
  - iv. a certificate from the Landscape Architectural Consultant certifying the satisfactory completion of boulevard planting and of all other landscaping in the plan in accordance with the specifications and the approved construction drawings and that the plant materials have been installed for a period of not less than twenty-four (24) months, are in healthy condition and all dead or diseased plantings have been replaced and are now in healthy condition. This certificate must be signed and stamped by a member of the Ontario Association of Landscape Architects (O.A.L.A.);
  - f) that any lands dedicated as public parks have been graded and sodded to the satisfaction of the Director;
  - g) that all vacant lots and blocks have been graded in accordance with the Grade Control Plan and an acceptable grass cover is established; and
  - h) that all other covenants contained within this Agreement have been completed to the satisfaction of the Town.
- 5.2 The Town agrees that once all required documentation and inspections as set out in 8.1 and Schedule '12' are received and accepted and Assumption has been granted, the Director shall issue a certificate of Final Acceptance.
- 5.3 A Council Resolution is required for Assumption to occur. Assumption may occur with very minor deficiencies with the Works, as determined by the Director, the Owners shall rectify the deficiencies prior to Final Acceptance. Once the Owners receive Final Acceptance, all securities shall be returned as per Section 8.12

## **PART VI - FIRE PROTECTION REQUIREMENTS**

### **Emergency Access to Lands**

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

### **Fire Protection and Access**

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

### **Fire Breaks**

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

### **Hydrant Anti-Tampering Devices**

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



Assumption of the subdivision by the Town.

### House Numbers

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

### Open Burning of Materials

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

## PART VII - FEES AND CHARGES

### Payments

- 7.1 In addition to the fees and charges as set out herein, the Owners agree to pay to the Town all amounts set out in Schedule '10' attached hereto.
- 7.2 The Owners agree that in the event the proceeds received by the Town pursuant to Schedule '10' are not required or likely to be required wholly, or, in part, by reason of the Owners undertaking this subdivision, such proceeds may then be expended for such other general or specific purposes that the Town shall, at its absolute discretion, determine.
- 7.3 The Owners shall pay all development fees to the Lake Simcoe Region Conservation Authority in accordance with the approved fees policy, under the Conservation Authorities Act.
- 7.4 Winter Maintenance of Roadways  
The Owner agrees:
- (a) that if any person should occupy a dwelling unit within said Lands before the Assumption of the Roadways, the Town shall carry out Winter Maintenance on the travelled portion of such streets, sidewalks and multi-use paths within the Roadways that are installed and completed and are required for access to the occupied dwellings, in accordance with the Standards and Specifications, subject to the following:
- the Owner has provided written notice to the Town requesting the Town to commence Winter Maintenance on the respective streets and occupancies;
  - all Roadways that are subject to Winter Maintenance are free and clear of debris to the satisfaction of the Town;
  - all maintenance holes and catch basins are constructed to match the existing grade of the travelled portion of the road; and,
  - all sidewalks and boulevards have been constructed to the satisfaction of the Town, and are continuous and connected to an existing maintained Roadway.
- (b) that such Winter Maintenance by the Town shall not constitute Acceptance or Assumption and that it specifically absolves and indemnifies the Town from any and all loss or liability of every nature and kind whatsoever in connection with such Winter Maintenance;
- (c) that if by September 1<sup>st</sup> of the calendar year, the total occupancy of the subdivision is less than 85% the Owner shall reimburse the town for any costs incurred on the account including a 15% administration charge for winter maintenance inspections, winter maintenance works and including post-winter street sweeping.

- (d) that nothing herein shall be construed as being maintenance by the Town for the purposes of creating any statutory duty on the Town for the maintenance of public streets and highways or with respect to the assumption of the roads as public highways;
- (e) that, if the Town damages or interferes with the Works or any supplies, equipment, or property of the Owner while carrying out Winter Maintenance, the Owner hereby agrees to release and waive all claims against the Town that the Owner might have arising therefrom and make no claim against the Town for such interference or damage provided such interference or damage was not caused through gross negligence on the part of the Town, its servants, contractors, or agents;
- (f) that it will reimburse the Town for any costs incurred on account of damage or replacement of maintenance equipment belonging to the Town, its servants, contractors, or agents as a result of faulty or incomplete construction of Works within the Lands, or failure of the Owner to keep the Roadway free and clear of any debris or other obstruction;

7.5 Sanitary Pumping Station  
The Owner agrees:

- (a) That a Town retained peer reviewer will complete the pre-commissioning checklist and all required inspections and reviews in accordance with all applicable Standards and Specifications. That this cost including 15% administration shall be fully paid for by the Owner.
- (b) that if any person should occupy a dwelling unit within said Lands before the Assumption of the Roadways, the Town shall operate the station accordance with the Standards and Specifications, subject to the following:
  - the sanitary pumping station has successfully passed all requirements of the pre-commissioning checklist and no outstanding deviancies to be rectified.
- (c) to reimburse the Town for all costs related to operation of the sanitary pumping station, including any maintenance requirements, until the date of Assumption

### Outstanding Charges

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

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

### Lawful Levies and Rates

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

### Unpaid Monies

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

## **PART VIII - GUARANTEES AND SECURITIES**

### **Performance Guarantee**

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

### **Drawing on Letter of Credit**

- 8.5 The Town may appropriate any portion of the Letter of Credit to remedy any Default, in accordance with Part XI (Remedies).
- 8.6 Notwithstanding anything contained in this Agreement, in cases of emergency or urgency, the Town may enter onto the Lands without notice and perform, at the Owners' expense, any necessary emergency repairs including but not limited to Immediate risk to the 'health, safety or welfare of persons, environment or property forthwith.
- 8.7 Without limiting the foregoing, the Town may draw upon the Letter of Credit for any one or more of the following purposes:
- a) to construct and install the Works contemplated by this Agreement and the Approved Plans upon the failure of the Owner to commence such construction and installation within the times set out in this Agreement;
  - b) to complete the installation and construction of the Works that the Owner is required to install pursuant to this Agreement and the Approved Plans;
  - c) to correct any lot grading deficiencies upon the failure of the Owner to do so;
  - d) to repair or maintain the works and services, or any specific part thereof, upon the failure of the Owner to do so;
  - e) to perform emergency repairs;
  - f) to clean access and other roads;
  - g) to remove goods and materials that have been stored on access roads and other roads in the plans of subdivision;
  - h) to remove obstructions from access roads and other roads in the plans of subdivision

created by house construction;

- i) to take whatever steps are necessary to maintain a free flow of traffic on access roads during the period of construction of services, and on access roads and roads in the plans of subdivision once the underground services have been installed and the aboveground services have been constructed to the point where building permits may be issued for emergency vehicles and the general public;
- j) to pay any and all charges the Town may incur pursuant to this Agreement, including all maintenance work;
- k) to satisfy any liability of the Town pursuant to the *Construction Act*;
- l) to discharge any other obligation of the Owner under this agreement which the Owner has failed to discharge, in accordance with the terms hereof; and,
- m) to cover the cost of retaining an archaeological consultant to undertake an archaeological assessment of the blocks in Ainslie Hill II to be conveyed to the Town as open space to the satisfaction of the Director.

### **Lot Grading Deposit**

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

### **Reduction of Securities**

- 8.10 Upon Preliminary Acceptance of either the Underground Works and Services or the Aboveground Works required to be constructed by the Owners, the Town may, at its discretion, reduce the securities required pursuant to Schedule '12' up to an amount of eighty-percent (80%) of the estimated of the Underground Works and Service or the Aboveground Works, as the case may be, provided,
- a) the Owners have made a written request for the reduction which includes all pertinent payment information;
  - b) the Owners are not in default;
  - c) the Owner has submitted to the Town a Statutory Declaration stating that:
    - (i) all services and materials with respect to the construction and maintenance of the Works for which the reduction is sought have been supplied and no amount is owing to any contractor or subcontractor in relation to such materials or services and that no person has given notice of a claim for lien under the *Construction Act*, R.S.O. 1990, c.C.30 against the Lands or any part thereof;
    - (ii) there are no judgments or executions filed against the Owners;
    - (iii) nothing is owed by the Owners or claimed against it for unemployment insurance deductions, income tax deductions, or premiums under the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sch. A;
    - (iv) 60 days have passed since the completion of the Works for which the reduction is sought; and

- (v) the Owners have not made any assignment for the benefit of creditors, no receiving order has been made against them under the *Bankruptcy and Insolvency Act*, R.S.C. 195, c. B-3 and no petition for such an order has been served upon the Owners.

### **Maintenance Guarantee**

- 8.11 Upon Preliminary Acceptance of all of the Works required to be installed by the Owners, the Town, at its discretion, covenants and agrees to reduce the performance guarantee to an amount equal to twenty percent (20%) of the costs of the works and services which have received preliminary acceptance. This includes one-hundred percent (100%) of all incomplete Public Works as estimated in Schedule '9' hereto to guarantee the workmanship and materials for a period of twenty-four (24) months and until the Final Assumption of this subdivision together with the completion and maintenance of the public works. Prior to the granting of any such reduction, the Owners shall submit to the Town a Statutory Declaration that they have paid all contractors and subcontractors associated with the construction of the works and services and complied fully with the provisions of the *Construction Act*.

### **Return of Maintenance Guarantee**

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

## **PART IX – INSURANCE**

### **Coverage Required**

- 9.1 Prior to the execution of this Agreement, the Owners shall obtain and maintain public liability and property damage insurance with an insurance company approved by the Director and licensed in Ontario to underwrite such insurance.
- 9.2 The insurance policy shall contain a cross-liability and severability of interest clause, protecting the Town against all damage or claims by any person or entity, including by the Owners and their agents, as if the Town were separately insured and providing that the Town shall be insured notwithstanding any breach of any condition in the policy by any other insured. The insurance policy shall indemnify the Town against all damage or claims including but not limited to,
- a) any loss or damage that may happen to any of the Works;
  - b) any loss or damage that may happen to any of the materials or any of the equipment or any other items used to construct any of the Works or any of the utilities;
  - c) any loss or damage that shall or may result from the storage, use or handling of equipment;
  - d) any loss or damage that shall or may result from the drainage of surface waters on or from the Lands;
  - e) any loss or damage that may result from the disposal of effluent from any sewage disposal works;
  - f) any loss or damage that may happen to any public road or to any property of the Town or to the property of any other person either directly or indirectly by reason of the Owners' undertaking the development of the Lands; and
  - g) any bodily injury including death and personal injury to any person including workers employed on the Lands and the public.
- 9.3 All policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- 9.4 In the event that the Owners fail to maintain insurance as required, the Town shall have the right to provide and maintain such insurance and the Owners must pay all costs to the Town

within fourteen (14) days.

- 9.5 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 such time as final assumption.
- 9.6 All policies of insurance shall contain a clause providing for automatic term renewals.
- 9.7 The Owners may be required to provide and maintain additional insurance coverage(s), related to this Agreement, as reasonably determined by the Town.

#### **Amount of Coverage**

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

### **PART X - ADMINISTRATION AND REGISTRATION**

#### **Conveyances and Easements**

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

#### **Registration of Agreement**

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

#### **Registration of Inhibiting Order**

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

#### **Registration of Plan(s)**

- 10.9 The Owners agree to register the Plan(s) of Subdivision within one (1) year of the first date of this Agreement.
- 10.10 It is mutually agreed that if the Plans of Subdivision contemplated by this Agreement are

not registered within the time limit set out in section 10.8 of this Agreement, the Town may at its sole discretion require that a new Agreement be entered into and may alter the terms and conditions as it deems advisable.

- 10.11 It is further understood and agreed by the parties hereto that there is no obligation by the Town to do anything required herein until such time as a Plan of Subdivision has been approved by all requisite authorities and in the event the said plan is not approved by such authorities, the Town shall deduct its costs and expenses from any monies received from the Owners.

### **Consent and Postponement**

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

### **Release of Inhibiting Order**

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

### **Release of Agreement**

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

## **PART XI – REMEDIES**

### **Default**

- 11.1 The Owners shall be in default if, in the opinion of the Director,
- a) the Works are not proceeding in accordance with the Approved Plans and specifications;
  - b) the Owners have not commenced the Works in accordance with the provisions of this Agreement;
  - c) completion of the Works is being unduly delayed causing it not to be completed within the time limits specific herein;
  - d) the Works are being or have been improperly constructed;
  - e) the Owners fail to take steps to procure compliance with the provisions of this Agreement having received notice from the Town of existing deficiencies and/or other issues with the construction of the Works;
  - f) the Owners neglect or refuse to complete, remove or repair any Works that have been rejected by the Director as being defective, deficient or unsuitable; or
  - g) the Owners are otherwise in default of any obligation under this Agreement.
- 11.2 If the Owners are in default and such default has continued for a period of ten (10) business days (or such longer period of time as may be required in the circumstances to cure the default) after receipt of notice from the Director setting out the particulars of the Default, the Town may,
- a) issue a work stop order to the Owners to cease construction of any Works; and/or
  - b) revoke or delay the issuance of building permits until the said Works are installed in accordance with the requirements of the Town.

c) enter upon the Lands and remedy the Default at the Owners' expense. Entry upon the Lands by the Town under this section shall not be deemed for any purpose whatsoever to be an acceptance or assumption of the said Works by the Town.

- 11.3 The costs incurred by such remedial actions, including all materials, labour and equipment, in the opinion of the Director are required for such purpose, together with the costs of all engineering fees, calculated in accordance with the current fee schedule as established by the Professional Engineers' Association of Ontario, shall be paid for by the Owners and may be charged as against and paid out of any security held by the Town to guarantee the due performance of the terms of this Agreement.
- 11.4 Notwithstanding subsection 11.2, in cases of emergency or urgency, the Town may enter onto the Lands without notice and perform, at the Owners' expense, such work as the Director deems necessary to protect the integrity of existing municipal infrastructure or to protect the integrity and functionality of the Works.
- 11.5 Every contract made by the Owners with a contractor or homebuilder to construct any Works shall require the contractor or homebuilder to comply with all the provisions of this Agreement, including the requirement to stop work when ordered by the Director.
- 11.6 Construction of any Works described in a stop work order may only recommence after the Director has provided authorization to recommence.

### **Inspections**

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

### **Qualitative and/or Quantitative Testing**

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

### **Liens**

Upon receiving notice or upon any liens being filed with the Town pursuant to the *Construction Act*, R.S.O. 1990, c.C.30, as amended, on the Lands in this Agreement in which the Town may have an interest, this Agreement shall be deemed to be defaulted by the Owners. Upon discovering such default, and if the Owners fail to discharge the lien or the claim as the case may be within ten (10) business days after receipt of notice from the Town, then the Town may, notwithstanding any other remedies it may have, draw the full amount of the claim from any security or Letter of Credit which may be held pursuant to this Agreement to secure its interests and may pay into Court any holdback and costs provided by the *Construction Act* as may be necessary, therefore.

- 11.11 The Owners shall indemnify the Town against the costs incurred by the Town in making



any payment pursuant to section 11.11 including the Town's legal costs.

### **Public Works in the Municipality**

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

### **Indemnification**

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

11.14 The Owners agree to save harmless the Town of Georgina and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

### **Conflict**

11.15 In the case of any inconsistency or conflict between the provisions of this Agreement, the Approved Plans, design or specifications or any other document, the order of precedence shall be the:

- i) Executed Subdivision Agreement;
- ii) Approved engineering drawings;
- iii) Town's Development Design Criteria, as amended; and
- iv) Consultant's designs and specifications.

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

### **Remedial Action**

11.17 The Owners acknowledge that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended.

## **PART XII - GENERAL PROVISIONS**

12.1 No amendment to this Agreement shall be effective unless made in writing and signed by all parties.

12.2 If any provision of this Agreement is held by a court to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected.

12.3 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

12.4 Time shall be of the essence of this Agreement unless the Director authorizes otherwise.

12.5 This Agreement shall ensure to the benefit of and shall bind the parties and their respective successors and permitted assigns.

12.6 This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same agreement.

12.7 Where there is more than one owner of the Lands, all obligations of Owners under this Agreement are joint and several.

12.8 The Owners and the Town agree to execute such other instruments as may from time to time be necessary or desirable to give effect to the provisions of this Agreement.

### **PART XIII - SPECIAL PROVISIONS**

13.1 The Owners shall satisfy the Special Provisions as set out in Schedule '13' attached hereto.

13.2 The Owners agree that they shall be responsible for completing a Phase 1 Archaeological Assessment, and subsequent Phases, if required, on Blocks 2 and 3, 65M - (Ainslie Hill II) at such time as the Town has approved a trail plan for these blocks. Further, the Owners agree to be responsible for the cost of submitting the Archaeological Assessment to the Ministry of Culture, Tourism and Sport.

### **PART XIV - NOTICE**

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

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

Owner: Ainslie Hill I Inc.  
12840 Yonge Street, Suite 200  
Richmond Hill, Ontario, L4E 4H1  
Attention: Louie Morra Email: [LMorra@ballymorehomes.com](mailto:LMorra@ballymorehomes.com)  
Tel: (905-773-1048)/ Fax: (905-773-7548 )

Owner: Ainslie Hill II Inc.  
12840 Yonge Street, Suite 200  
Richmond Hill, Ontario, L4E 4H1  
Attention: Louie Morra Email: [LMorra@ballymorehomes.com](mailto:LMorra@ballymorehomes.com)  
Tel: (905-773-1048)/ Fax: (905-773-7548 )

Engineering Consultant: Sabourin Kimble & Associates Ltd  
110 Old Kingston Road, Pickering Village  
Ajax, Ontario, L1T 2Z9  
Attention: Bill Lemaistre, P.Eng.; Email: [blemaistre@skaengineering.com](mailto:blemaistre@skaengineering.com)  
Tel: (905-426-9451)/ Fax: (905-426-9452)

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

**[the remainder of this page is intentionally blank]**

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

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

**THE CORPORATION OF THE  
TOWN OF GEORGINA**

\_\_\_\_\_  
Margaret Quirk, Mayor

\_\_\_\_\_  
Rachel Dillabough, Town Clerk

*We have the authority to bind the Corporation*

**Ainslie Hill I Inc.**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

*We have the authority to bind the Corporation*

**Ainslie Hill II Inc.**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

*We have the authority to bind the Corporation*

## SCHEDULE 1

### DEFINITIONS

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

**“Agreement”** means this Subdivision Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Occupancy”** means public access for public use.

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

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

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

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

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

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

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

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

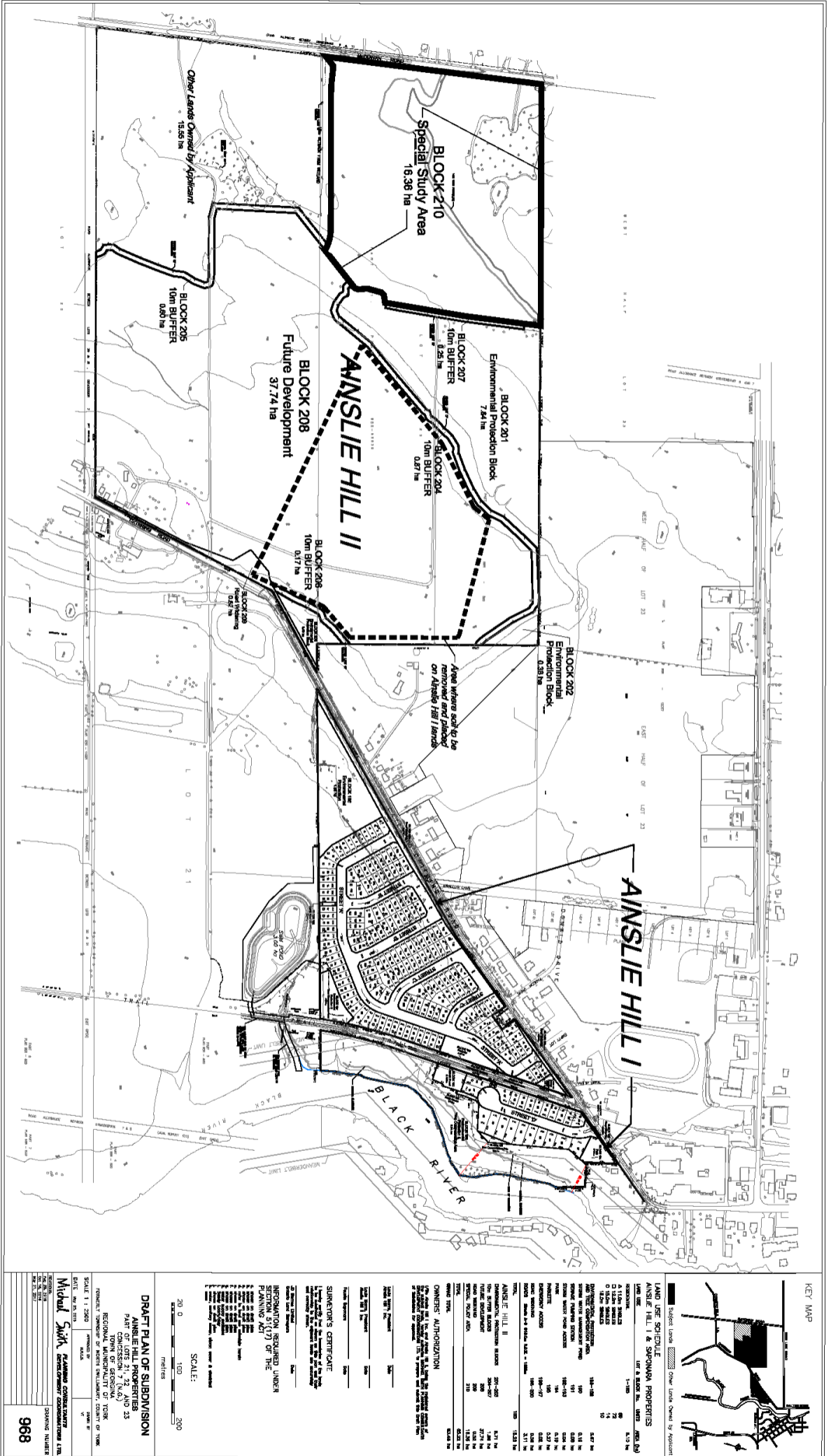
**“Underground Works and Services”** means underground works and services in connection with electrical works (utilities, conduit, wiring, streetlights, and all appurtenances thereto), storm sewers, sanitary sewers, water-mains and all appurtenances incidental thereto; the granular road base, base course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

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

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SCHEDULE 2

BEING A LEGAL DESCRIPTION OF THE LANDS TO BE SUBDIVIDED



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**SCHEDULE 4**

**BEING A CERTIFICATE OF THE OWNERS' SOLICITOR  
AS TO OWNERSHIP OF THE LANDS**

---

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

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

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

**PIN 03504-0779: Part of Lots 22 & 23, Concession 7 (NG), Part 1 on 65R34937, Town of Georgina**

- (i) A Charge in favour of The Toronto-Dominion Bank registered as Instrument No. YR3079593 and amended by Instrument No. YR3234673;
- (ii) Notice in favour of The Corporation of the Town of Georgina registered as Instrument No. YR3155860;

**PIN 03504-0790: Part of Blk 57, Plan 69, Sutton and Part of East ½ Lot 23, Con 7, (NG) Part 1 on 65R37500, Town of Georgina**

- (i) A Charge in favour of The Toronto-Dominion Bank registered as Instrument No. YR3079593 and amended by Instrument No. YR3234673;
- (ii) Notice in favour of The Corporation of the Town of Georgina registered as Instrument No. YR3155860;

**PIN 03504-0780: Part of Lots 22 & 23, Concession 7 (NG), Part of Road allowance between Concession 7 & 8 (NG) and Part Block 57, Plan 69, Part 2 65R34937, Town of Georgina**

- (iii) A Charge in favour of The Toronto-Dominion Bank registered as Instrument No. YR3079593 and amended by Instrument No. YR3234673;
- (iv) Notice in favour of The Corporation of the Town of Georgina registered as Instrument No. YR3155860;

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

Dated this 15th day of September, 2021

PECK & LUBELSKY LLP

Per:



\_\_\_\_\_  
Sidney Lubelsky, Solicitor



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

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

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

PIN 03504-0750: Part of Lots 21 & 22, Concession 7 (NG), Part 1 on 65R22539, Town of Georgina

- (i) A Charge in favour of The Toronto-Dominion Bank registered as Instrument No. YR3079593 and amended by Instrument No. YR3234673;
- (ii) Notice in favour of The Corporation of the Town of Georgina registered as Instrument No. YR3155860;

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

Dated this 15<sup>th</sup> day of September 2021

PECK & LUBELSKY LLP

Per:

  
\_\_\_\_\_  
Sidney Lubelsky, Solicitor

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## SCHEDULE 5

### BEING A LIST AND COPIES OF THE APPROVED DRAWINGS

The Owners 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:

#### 1. **SABOURIN KIMBLE AND ASSOCIATES CIVIL ENGINEERS**

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603.	BIG CANOE DRIVE	STA 0+560 TO STA 0+740.06
	BLOCK 196/197	STA 0+000 TO STA 0+095.31
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605.	AINSLIE HILL CRESCENT	STA 0+180 TO STA 0+380.81
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607.	SAM BATTAGLIA CRESCENT	STA 0+200 TO STA 0+342.30
608.	RAIL TRAIL COURT	STA 0+000 TO STA 0+234.09
609.	CATERING ROAD	STA 0+000 TO STA 0+280
610.	CATERING ROAD	STA 0+280 TO STA 0+560
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## **2. RV ANDERSON PUMPING STATION ENGINEERS**

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LEGENDS & ABBREVIATIONS GENERAL NOTES AND ABBREVIATIONS (1)

LEGENDS & ABBREVIATIONS GENERAL ABBREVIATIONS (2)

LEGENDS & ABBREVIATIONS GENERAL ABBREVIATIONS (3)

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CATERING ROAD /DALTON ROAD STA. 1+460 TO 1+740

DALTON ROAD STA. 1+740 TO 1+920

PROPOSED SITE PLAN

EROSION AND SEDIMENTATION CONTROL

CIVIL STANDARD DETAILS

WETWELL AND FLOWMETER CHAMBER PLAN

WETWELL BOTTOM AND LOW PLATFORM PLANS

WETWELL HIGH PLATFORM AND TOP PLANS

WETWELL SECTION A-A

FLOWMETER CHAMBER & WETWELL SECTION B-B

WETWELL & FLOWMETER CHAMBER - 3D VIEWS

VALVE SCHEDULE IN WETWELL & FLOWMETER CHAMBERS

PROCESS MISCELLANEOUS DETAILS

WET WELL DETAILS

FLOWMETER CHAMBER DETAILS

STANDARD DETAILS

CONSTRUCTION NOTES AREAS & REVISIONS

FOUNDATION & GROUND FLOOR PLANS

WEST & EAST ELEVATIONS

NORTH & SOUTH ELEVATIONS

ROOF PLAN, SECTION 'A'- 'A' & SLAB SECTION

SERVICE ROOM LEGEND AND SYMBOLS

SCHEDULES, SCHEMATIC AND DETAILS

HVAC AND PLUMBING PLAN VIEW

ELECTRICAL LEGEND

ELECTRICAL SITE PLAN

SITE DETAILS

SINGLE LINE DIAGRAM

POWER AND LIGHTING LAYOUT

LEGENDS & ABBREVIATIONS (1)

LEGENDS & ABBREVIATIONS (2)  
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SL-2 Streetlight Design  
SL-3 Streetlight Design  
UBD-0407-PC 1 Photometric Calculations  
UBD-0407-PC 2 Photometric Calculations

### **5. TMIG TRAFFIC ENGINEERS**

TCP-1 Signage, Parking Control and Pavement Marking Plan

DRAFT

DRAFT



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

**CERTIFICATE OF AREAS AND FRONTAGES**

**RE: Proposed Plan of Subdivision of Part of Lots 22 and 23, Concession 7, Part of Road Allowance Between Concession 7 and 8 and Part of Block 57, Registered Plan 69  
Town of Georgina, Regional Municipality of York 19T-15G03**

**J.D. Barnes Reference No. 13-21-460-00 (August 5, 2021)**

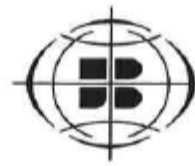
Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 1	14.357	444.0	SFD	14.000	420.0	R1-W
LOT 2	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 3	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 4	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 5	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 6	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 7	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 8	11.800	377.6	SFD	11.000	330.0	R1-W
LOT 9	12.200	416.0	SFD	12.200	366.0	R1-X
LOT 10	12.212	517.9	SFD	12.200	366.0	R1-X
LOT 11	12.200	582.9	SFD	12.200	366.0	R1-X
LOT 12	12.200	407.7	SFD	12.200	366.0	R1-X
LOT 13	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 14	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 15	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 16	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 17	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 18	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 19	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 20	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 21	12.228	442.0	SFD	12.200	366.0	R1-X
LOT 22	12.200	488.6	SFD	12.200	366.0	R1-X
LOT 23	12.201	508.1	SFD	12.200	366.0	R1-X
LOT 24	12.200	539.6	SFD	12.200	366.0	R1-X
LOT 25	12.200	596.1	SFD	12.200	366.0	R1-X
LOT 26	12.200	390.2	SFD	12.200	366.0	R1-X
LOT 27	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 28	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 29	12.200	390.4	SFD	12.200	366.0	R1-X

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

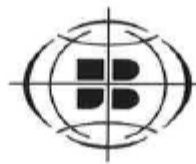
Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 30	12.247	425.5	SFD	12.200	366.0	R1-X
LOT 31	12.205	443.3	SFD	12.200	366.0	R1-X
LOT 32	12.220	443.5	SFD	12.200	366.0	R1-X
LOT 33	12.201	662.2	SFD	12.200	366.0	R1-X
LOT 34	12.215	535.8	SFD	12.200	366.0	R1-X
LOT 35	12.213	458.6	SFD	12.200	366.0	R1-X
LOT 36	12.200	405.4	SFD	12.200	366.0	R1-X
LOT 37	12.200	398.6	SFD	12.200	366.0	R1-X
LOT 38	12.200	393.9	SFD	12.200	366.0	R1-X
LOT 39	12.200	391.2	SFD	12.200	366.0	R1-X
LOT 40	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 41	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 42	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 43	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 44	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 45	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 46	18.000	795.4	SFD	15.000	450.0	R1-Y
LOT 47	18.378	575.6	SFD	15.000	450.0	R1-Y
LOT 48	25.591	853.1	SFD	18.000	540.0	R1-Z
LOT 49	18.000	794.6	SFD	18.000	540.0	R1-Z
LOT 50	18.000	810.7	SFD	18.000	540.0	R1-Z
LOT 51	18.000	826.8	SFD	18.000	540.0	R1-Z
LOT 52	18.000	794.9	SFD	18.000	540.0	R1-Z
LOT 53	18.000	715.0	SFD	18.000	540.0	R1-Z
LOT 54	18.000	635.1	SFD	18.000	540.0	R1-Z
LOT 55	18.000	555.2	SFD	18.000	540.0	R1-Z
LOT 56	29.057	730.6	SFD	18.000	540.0	R1-Z
LOT 57	32.315	889.7	SFD	18.000	540.0	R1-Z
LOT 58	23.718	548.8	SFD	18.000	540.0	R1-Y
LOT 59	15.000	477.8	SFD	15.000	450.0	R1-Y
LOT 60	15.000	478.7	SFD	15.000	450.0	R1-Y
LOT 61	15.000	478.9	SFD	15.000	450.0	R1-Y
LOT 62	15.000	479.3	SFD	15.000	450.0	R1-Y
LOT 63	15.000	479.7	SFD	15.000	450.0	R1-Y
LOT 64	15.000	480.0	SFD	15.000	450.0	R1-Y
LOT 65	15.000	480.0	SFD	15.000	450.0	R1-Y
LOT 66	15.000	480.0	SFD	15.000	450.0	R1-Y
LOT 67	40.600	778.2	SFD	15.000	450.0	R1-Y
LOT 68	32.315	629.1	SFD	15.200	456.0	R1-X
LOT 69	12.209	390.7	SFD	12.200	366.0	R1-X
LOT 70	14.144	440.4	SFD	14.000	420.0	R1-W



Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 71	17.934	521.0	SFD	15.000	450.0	R1-Y
LOT 72	17.133	497.0	SFD	15.000	450.0	R1-Y
LOT 73	14.080	433.0	SFD	14.000	420.0	R1-W
LOT 74	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 75	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 76	13.700	518.8	SFD	13.500	420.0	R1-W-1
LOT 77	11.000	330.0	SFD	11.000	330.0	R1-W
LOT 78	11.000	359.3	SFD	11.000	330.0	R1-W
LOT 79	11.000	403.2	SFD	11.000	330.0	R1-W
LOT 80	11.000	451.6	SFD	11.000	330.0	R1-W
LOT 81	11.000	490.9	SFD	11.000	330.0	R1-W
LOT 82	11.000	551.0	SFD	11.000	330.0	R1-W
LOT 83	18.261	474.3	SFD	11.000	330.0	R1-W
LOT 84	15.470	455.7	SFD	11.000	330.0	R1-W
LOT 85	14.696	462.5	SFD	11.000	330.0	R1-W
LOT 86	11.000	388.8	SFD	11.000	330.0	R1-W
LOT 87	11.000	382.2	SFD	11.000	330.0	R1-W
LOT 88	12.200	412.9	SFD	11.000	330.0	R1-W
LOT 89	14.100	456.3	SFD	14.000	420.0	R1-W
LOT 90	14.018	433.5	SFD	14.000	420.0	R1-W
LOT 91	11.000	354.2	SFD	11.000	330.0	R1-W
LOT 92	11.000	354.3	SFD	11.000	330.0	R1-W
LOT 93	11.000	360.9	SFD	11.000	330.0	R1-W
LOT 94	11.000	386.0	SFD	11.000	330.0	R1-W
LOT 95	10.479	678.8	SFD	10.000	330.0	R1-V
LOT 96	15.640	456.1	SFD	15.200	456.0	R1-X
LOT 97	11.000	337.2	SFD	11.000	330.0	R1-W
LOT 98	12.200	384.9	SFD	12.200	366.0	R1-X
LOT 99	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 100	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 101	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 102	16.627	486.9	SFD	15.200	456.0	R1-X
LOT 103	29.102	767.7	SFD	12.200	366.0	R1-X
LOT 104	11.000	378.0	SFD	11.000	330.0	R1-W
LOT 105	11.000	354.2	SFD	11.000	330.0	R1-W
LOT 106	11.000	354.2	SFD	11.000	330.0	R1-W
LOT 107	11.000	354.2	SFD	11.000	330.0	R1-W
LOT 108	11.000	354.2	SFD	11.000	330.0	R1-W
LOT 109	11.000	354.2	SFD	11.000	330.0	R1-W
LOT 110	14.018	433.7	SFD	14.000	420.0	R1-W
LOT 111	19.106	575.3	SFD	14.000	420.0	R1-W



Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 112	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 113	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 114	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 115	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 116	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 117	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 118	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 119	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 120	11.000	352.1	SFD	11.000	330.0	R1-W
LOT 121	11.093	359.1	SFD	11.000	330.0	R1-W
LOT 122	11.500	385.2	SFD	11.000	330.0	R1-W
LOT 123	10.230	528.0	SFD	10.000	330.0	R1-V
LOT 124	17.831	468.9	SFD	15.200	456.0	R1-X
LOT 125	19.828	500.6	SFD	12.200	366.0	R1-X
LOT 126	16.284	441.9	SFD	12.200	366.0	R1-X
LOT 127	12.200	377.9	SFD	12.200	366.0	R1-X
LOT 128	12.200	376.0	SFD	12.200	366.0	R1-X
LOT 129	15.500	456.1	SFD	15.200	456.0	R1-X
LOT 130	11.000	395.0	SFD	11.000	330.0	R1-W
LOT 131	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 132	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 133	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 134	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 135	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 136	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 137	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 138	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 139	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 140	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 141	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 142	14.108	470.9	SFD	14.000	420.0	R1-W
LOT 143	15.309	476.0	SFD	14.000	420.0	R1-W
LOT 144	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 145	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 146	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 147	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 148	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 149	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 150	12.200	391.0	SFD	12.200	366.0	R1-X
LOT 151	12.200	401.9	SFD	12.200	366.0	R1-X
LOT 152	12.561	397.9	SFD	12.200	366.0	R1-X



Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 153	15.200	470.7	SFD	15.200	456.0	R1-X
LOT 154	15.981	426.2	SFD	12.200	366.0	R1-X
LOT 155	13.886	377.2	SFD	11.000	330.0	R1-W
LOT 156	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 157	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 158	15.200	468.3	SFD	15.200	456.0	R1-X
LOT 159	14.886	659.8	SFD	12.200	366.0	R1-X
LOT 160	12.266	443.9	SFD	12.200	366.0	R1-X
LOT 161	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 162	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 163	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 164	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 165	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 166	14.027	448.7	SFD	14.000	420.0	R1-W
LOT 167	14.598	457.6	SFD	14.000	420.0	R1-W
LOT 168	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 169	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 170	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 171	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 172	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 173	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 174	12.200	390.3	SFD	12.200	366.0	R1-X
LOT 175	21.066	513.0	SFD	12.200	366.0	R1-X
LOT 176	17.532	516.7	SFD	15.200	456.0	R1-X
LOT 177	15.269	530.2	SFD	15.200	456.0	R1-X
LOT 178	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 179	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 180	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 181	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 182	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 183	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 184	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 185	14.108	434.5	SFD	14.000	420.0	R1-W

**Total Residential Units**

**81223.5**



Lot No.	Frontage (m)	Area (sq. m)	Unit Type (SFD/SD/ TH)	Zoning By-Law Requirements		
				Frontage (m)	Area (sq. m)	Category
LOT 153	15.200	470.7	SFD	15.200	456.0	R1-X
LOT 154	15.981	426.2	SFD	12.200	366.0	R1-X
LOT 155	13.886	377.2	SFD	11.000	330.0	R1-W
LOT 156	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 157	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 158	15.200	468.3	SFD	15.200	456.0	R1-X
LOT 159	14.886	659.8	SFD	12.200	366.0	R1-X
LOT 160	12.266	443.9	SFD	12.200	366.0	R1-X
LOT 161	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 162	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 163	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 164	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 165	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 166	14.027	448.7	SFD	14.000	420.0	R1-W
LOT 167	14.598	457.6	SFD	14.000	420.0	R1-W
LOT 168	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 169	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 170	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 171	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 172	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 173	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 174	12.200	390.3	SFD	12.200	366.0	R1-X
LOT 175	21.066	513.0	SFD	12.200	366.0	R1-X
LOT 176	17.532	516.7	SFD	15.200	456.0	R1-X
LOT 177	15.269	530.2	SFD	15.200	456.0	R1-X
LOT 178	12.200	390.4	SFD	12.200	366.0	R1-X
LOT 179	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 180	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 181	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 182	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 183	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 184	11.000	352.0	SFD	11.000	330.0	R1-W
LOT 185	14.108	434.5	SFD	14.000	420.0	R1-W

**Total Residential Units**

**81223.5**

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

**CERTIFICATE OF AREAS AND FRONTAGES**

**RE: Proposed Plan of Subdivision of Part of Lots 21 and 22, Concession 7  
Town of Georgina, Regional Municipality of York 19T-15G03**

**J.D. Barnes Reference No. 13-21-461-00 (August 23, 2021)**

Block No.	Area (sq. m)
BLOCK 1 (Open Space)	70814.1
BLOCK 2 (Environmental Features)	81819.2
BLOCK 3 (Buffer)	12428.1
BLOCK 4 (Future Development)	471527.8
BLOCK 5 (Buffer)	1353.5
BLOCK 6 (Environmental Features)	2861.7
BLOCK 7 (Buffer)	6069.0
BLOCK 8 (Buffer)	5055.5
BLOCK 9 (Street Widening)	5767.5
<b>Total Area of Subdivision</b>	<b>657696.4    m<sup>2</sup></b>
	<b>65.7696    ha</b>

Dated: August 23, 2021



Greg G. Robinson  
Ontario Land Surveyor

## Schedule 7

### Easements, Lands and Reserves to be conveyed to the Town of Georgina and the Regional Municipality of York

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Ainslie Hill I Inc. and Ainslie Hill II Inc.

Plan of Subdivision of  
Part of Lots 21,22 & 23, Concession 7  
Geographic Township of North Gwillimbury  
now in the  
Town of Georgina, Regional Municipality of York

1. Lands to be conveyed to the Town of Georgina

TO BE PROVIDED BY APPLICANT

DRAFT

WORKS TO BE CONSTRUCTED BY THE OWNERS

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Design and construction of the work described herein shall be in accordance with the engineering drawings as prepared by Sabourin Kimble and Associates Ltd., Consulting Engineers for the development. Such review shall be signified by the Director's dated signature on each applicable drawing.

**1. INTERNAL WORKS**

- (a) Construction of sediment controls as per approved drawings.
- (b) Construction of a sanitary sewer system consisting of various diameter sewers on the road allowance, manholes and 125mm service connections and risers 1.5 metres beyond the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director of Engineering and Public Works.
- (c) Construction of a storm sewer system including various diameter pipes, bedding, manholes, catchbasins, headwalls, 150mm service connections 1.5 metres beyond the street line, including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director of Engineering and Public Works.
- (d) Construction of a water distribution system, including various diameter mains, main valves, hydrant and hydrant valves, pressure valve chambers, connections to the existing mains, a minimum of 25mm single service connections 1.5 metres beyond the street line including shut offs to all units, all to the satisfaction for the Director of Engineering and Public Works.
- (e) Construction of stormwater management facilities including various low impact designs and asphalt road for access and maintenance, all to the satisfaction of the Director of Engineering and Public Works.
- (f) Construction of paved roads within the subdivision, including a minimum of 450 mm granular base and poured concrete curb and topsoil to the street lines, including storm sewers, catch basins, drain inlets and concrete sidewalk. Road surface shall consist of hot-mix asphaltic pavement comprising a minimum of 50mm of HL-8 base course, compacted measure and 40mm of HL-3 top coat, compacted measure. Roads shall also be painted as shown on the reviewed engineering drawings.
- (g) Construction of underground servicing including Telephone, Cable TV, Gas and Hydro including the installation of streetlight fixtures in accordance with the Municipal Development Design Criteria, latest edition.
- (h) The Owners shall construct landscaping, trees and street signs as shown on the reviewed engineering/landscaping drawings.

WORKS TO BE CONSTRUCTED BY THE OWNERS

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2. **PUBLIC WORKS**

- (i) Construction of sediment controls as per approved drawings.
- (j) Construction of a sanitary sewer system consisting of various diameter sewers on the road allowance, manholes and 125mm service connections and risers 1.5 metres beyond the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director of Engineering and Public Works.
- (k) Construction of a storm sewer system including various diameter pipes, bedding, manholes, catchbasins, headwalls, 150mm service connections 1.5 metres beyond the street line (for Ainslie Hill I Inc. fronting Catering Road only), including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director of Engineering.
- (l) Construction of a water distribution system, including various diameter mains, main valves, hydrant and hydrant valves, connections to the existing mains, a minimum of 25mm single service connections 1.5 metres beyond the street line including shut offs to all units, all to the satisfaction for the Director of Engineering and Public Works.
- (m) Construction of stormwater management facilities including various low impact designs, all to the satisfaction of the Director of Engineering and Public Works.
- (n) Reconstruction of Catering Road including realignment, widening and re-grading existing ditch, sub-excavating road sub-grade in widening area laying and compacting granular base, poured concrete curb, sub-drain outlets and asphalt multi-use path. Catering Road shall consist of hot-mix asphaltic pavement comprising a minimum of 70mm HL-8 base course, compacted measure and 40mm of HL-3 top coat, compacted measure. Roads shall also be painted as shown on the reviewed engineering drawings.
- (o) Construction of underground servicing including Telephone, Cable TV, Gas and Hydro including the installation of streetlight fixtures in accordance with the *Municipal Development Design Criteria*, latest edition.
- (p) The Owners shall construct landscaping, trees and street signs as shown on the reviewed engineering/landscaping drawings.



**SCHEDULE 9**

**BEING AN ESTIMATE OF THE COST OF CONSTRUCTING THE WORKS**

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TO BE PROVIDED BY APPLICANT

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**PAYMENTS AND FEES TO TOWN**

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**PAYMENTS:**

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

**a) Agreement Preparation**

An amount of \$7,477 as a contribution towards preparation of the agreement and processing of this Agreement by the Town, which amount does not include the costs of registration of the documents, plus an additional 15% administrative fee as per BY-LAW NUMBER 2018-0074 (PL-7)

**b) Registration of Documents**

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

**c) Engineering Fees**

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

A portion of the total engineering fees were paid under the pre-servicing agreement for Ainslie Hill I Inc. and Ainslie Hill II Inc, for a total of \$\_\_\_\_\_.

The remaining amount to be paid for the engineering fees is \$\_\_\_\_\_.

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

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

**e) Watermain Testing**

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

**f) Peer Review Fees**

The Owner shall pay all reasonable costs incurred by the Town-retained peer review consultants in relation to the peer review of submitted reports, studies, pre-commissioning checklist, and onsite inspection including all applicable administrative fees as set out in Planning Fee Bylaw # 2018-0074 (PL-7) as amended until the date there is 85% occupancy in Ainslie Hill 1

**g) Plot Plan Review Fees**

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

**h) Water Meter Fees**

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

PAYMENTS AND FEES TO TOWN

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**i) Water Use Fee**

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

**K) Development Charges**

The Owner acknowledges that a Development Charge shall be payable on each lot and/or block within the subject Lands, prior to the issuance of a building permit for the said lot and/or block. The development charge shall be calculated at the time of payment in accordance with all applicable by-laws passed pursuant to the *Development Charges Act, 1997*, as amended. The Owner acknowledges the Town's right and requirement to assess development charges on all lots and blocks of this subdivision. The owner may be entitled to Development Charge credits for one existing house that was demolished at 22 Catering Road.

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## SCHEDULE 11

### SECURITIES AND GUARANTEES

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

- a) **Lot Grading Deposit**

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

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

## SCHEDULE 12

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

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

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

The following inspections require the presence of:

### **Consulting Engineer and the Engineering Division**

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

### **Consulting Engineer, Contractor, Engineering Division, Waterworks Division**

- Storm and Sanitary Sewers – visual inspection of benching, 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
- Final Connections and Hydrant Flow Testing

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

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

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

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

**Service Records**

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

**Submissions**

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

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

**Consulting Engineer and the Engineering Division**

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

**Consulting Engineer, Contractor, Engineering Division and the Waterworks Division**

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

**Consulting Engineer, Contractor and the Waterworks Division**

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

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

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



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

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

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

The following inspections require the presence of:

**Consulting Engineer and the Engineering Division**

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

**Consulting Engineer, Contractor, Engineering Division, Waterworks Division**

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

**Consulting Engineer, Contractor, Waterworks Division**

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

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

- Tree Inspection including streetscaping, entrance features and other landscaping on road

allowances – please note that a clean set of as-built landscape drawings are required to be provided to the Town prior to scheduling the inspection.

DRAFT

**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.

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Schedule 15  
Approved M-Plan

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1. TO BE PROVIDED

DRAFT

**CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION[ 19T-15G01]**

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October 1st, 2020

Town File: 01.143

Michael Smith Planning Consultants;  
Development Coordinators Ltd.

**RECEIVED**  
OCT 6 2020

279 The Queensway South  
Keswick, ON, L4P 284

Attention: Michael Smith

**RE: REQUEST FOR CHANGES TO THE CONDITIONS OF DRAFT APPROVAL FOR DRAFT PLAN OF SUBDIVISION 19T-15G03 (AINSLIE HILL) AINSLIE HILL I INC. AND AINSLIE HILL II INC. (C/O LOUIE MORRA) S/E CATERING ROAD, PART OF LOTS 21, 22 AND 23, CONCESSION 7 (NG)**

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On May 28, 2020, the Applicant submitted a Request for Changes to the Conditions of Draft Approval. On July 15, 2020, Council considered Staff Report DS-2020 -0050 and approved the Request. In this regard, you are hereby advised that the Conditions of Draft Approval have been modified and re-issued accordingly.

Pursuant to Section 51(25) of the Planning Act, R.S.O. 1990, c.P.13, amended, Town Council considered Report DS-2018-0092 and approved the Conditions of Draft Approval for Draft Plan of Subdivision 19T-15G03 on August 15, 2018.

Under Section 51(47) of the Planning Act, R.S.O 1990, C.P.13, as amended, statutory notice under Section 51(45) is not required if, in the opinion of the approval authority, the changes to the Conditions of Draft Approval are minor. The Town is the approval authority and has determined that the changes are minor.

For more information please contact Connor McBride, Planner II, at ext. 2275 or cmcbride@georgina.ca. Please reference the File Number in all communications. Please see attached for the revised Conditions of Draft Approval.

Sincerely,

Connor McBride - Planner 11

Enclosed: Revised Conditions of Draft Approval - Subdivision 19T-15G03

**DATED AT THE TOWN OF GEORGINA THIS 1<sup>st</sup> DAY OF OCTOBER, 2020**

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Town of Georgina address: 26557 Civic Centre Road, Keswick, ON, L4P 3G1

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19T-15G03:

1. Approval shall relate to Draft Plan of Subdivision, comprising Part of Lots 21, 22 and 23, Concession 7 (NG), dated May 25, 2015 and most recently revised May 21, 2017, prepared by Michael Smith Planning Consultants; Development Coordinators, Drawing No. 968.

Final Approval for registration may be issued in phases provided that the infrastructure required to complete Draft Plan 19T-15G03 proceeds in an orderly manner to the satisfaction of the Director of Development Services.

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

2. The Owner shall enter into a Subdivision Agreement and agree to satisfy all conditions, financial and otherwise, of the Town. Further, the Town shall agree to register the Subdivision Agreement against the lands to which it applies, pursuant to the *Planning Act*.
3. The lands within this draft plan of subdivision shall be appropriately zoned by a zoning by-law that has come into force and effect in accordance with the provisions of the *Planning Act*.
4. Council shall pass a resolution authorizing the formal allocation of water and sanitary sewer servicing for the draft plan of subdivision.
5. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Georgina and York Region.
6. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued until the Town is satisfied that adequate road access, municipal water supply, sanitary sewers and storm drainage facilities are available to service the proposed development, all in accordance with Zoning By-law No. 500, as amended.
7. The Owner shall prepare Urban Design Guidelines and Architectural Design Guidelines for the subject development, to the satisfaction of Council. The Architectural Design Guidelines shall complement and be in conformity with the associated Urban Design Guidelines.
8. The Owner shall agree in the Subdivision Agreement that:
  - a) All development shall proceed in accordance with the Council approved Urban and Architectural Design Guidelines (UADG);

- b) A Control Architect (CA) shall be retained at the cost of the Owner with the concurrence of the Town to ensure compliance with the approved UADG. Where possible, the CA shall be the same architect that prepared the Architectural Design Guidelines. Furthermore, the CA shall be a licenced/registered architect, accredited and in good standing with the Ontario Association of Architects;
  - c) Prior to the submission of the individual building permit applications, the CA shall have stamped and signed drawings certifying compliance with the UADG; and,
  - d) The Town may undertake periodic reviews to ensure compliance with the UADG. Should inadequate enforcement be evident, the Town may cease to accept drawings stamped by the CA and retain another CA, all at the expense of the Owner.
9. The Owner shall submit to the Town, written confirmation from the Ministry of Tourism, Culture and Sport that the required archaeological assessment(s)/field work has been completed and that the Ministry's requirements respecting any significant archaeological resources have been addressed.
10. Prior to any site alteration, pre-servicing or development occurring on the Subject Lands, the Owner shall provide a detailed Construction Management and Developer Communications Plan including but not limited to construction phasing, traffic circulation, material and equipment storage, work stations, construction access and communication and liaison with the public, to the satisfaction of the Director of Development Services.
11. The Owner shall agree in the Subdivision Agreement that the following lands will be conveyed to the Town for purposes as deemed necessary by the Town, without monetary consideration and free of all encumbrances, to the satisfaction of the Town Solicitor:
- All road allowances within the proposed draft plan;
  - All 0.3 metre reserves abutting Town road allowances internal and external to the plan;
  - All easements identified for any purpose;
  - 6 metre by 6 metre daylight triangles at the intersection of all Town roads;
  - Blocks 186, 187, 188, 189, 201, 202, 203, 204, 205, 206, and 207 for environmental protection;
  - Block 190, 192, and 193 for stormwater management;
  - Block 191 for the sanitary sewage pumping station;
  - Block 194 for the park;
  - Block 195 for the parkette;
  - Blocks 196 and 197 for emergency access; and,
  - Block 198, 199, 200, and 209 for road widenings.



The Owner shall also agree in the Subdivision Agreement that the aforementioned conveyances are to proceed in an orderly manner relative to the relevant phase to the satisfaction of the Director of Development Services.

12. The road allowances, including widenings and turning circles, within this draft plan of subdivision shall be conveyed to the Town and dedicated as public highways, without monetary consideration and free of all encumbrances.
13. The Owner shall be required to facilitate the conveyance of land from 145 Catering Road to the Town, which is necessary for the improvements to Catering Road, all to the satisfaction of the Director of Development Services.
14. The Owner shall agree in the Subdivision Agreement to convey to the Town any easements as may be required for water, sanitary sewer, storm drainage, stormwater management or other municipal utility purposes, without monetary consideration and free of all encumbrances.
15. The Owner shall obtain and convey to the Town all necessary easements required over lands owned by Infrastructure Ontario for the purpose of stormwater management and road widening, without monetary consideration and free of all encumbrances, all to the satisfaction of the Director of Development Services.
16. Public highways, including permanent and any temporary turning circles, expanded bulbs, daylighting triangles and 0.3 metre reserves shall be designed, laid out and constructed by the Owner, all to the satisfaction of the Director of Development Services.
17. The Owner shall submit complete and detailed engineering drawings and accompanying reports, respecting the roads, streetlights, streetscaping, water distribution, sanitary sewage and stormwater collection systems including all servicing required to connect the Subject Lands to the existing municipal system, all designed in accordance with the Municipal Development Design Criteria in effect at the time development occurs, for review by the Director of Development Services, and agree in the Subdivision Agreement to construct all works at the Owner's expense all to the satisfaction of the Director of Development Services.
18. The Owner shall submit a detailed Traffic Management Plan satisfying the requirements of the Town's Development Design Criteria in effect at the time development occurs, for the review of the Director of Development Services and further, shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the measures, signage, line painting and/or requirements shown on the reviewed plan, all at the expense of the Owner.
19. The Owner shall submit a detailed analysis of traffic calming measures which may be utilized in the subdivision together with an on-street parking plan prepared by a

qualified traffic consultant all to the satisfaction of the Director of Development Services.

20. The Owner shall agree in the Subdivision Agreement to improve Catering Road to a rural / urban hybrid section between a point approximately 75 metres south of 135 Catering Road and the north limit of Ainslie Hill I. The hybrid section shall include a 3 metre-wide multi-use path which shall terminate with a pedestrian crossing near the north limit of Ainslie Hill I. The pedestrian crossing shall be to the satisfaction of the Director of Development Services and the York Region District School Board.

The Owner shall also agree to extend a multi-use path from the pedestrian crossing to the existing sidewalk on the east side of Dalton Road South. The multi-use path shall have a minimum width of 1.2 metres where road allowance constraints would necessitate works on private property.

The Owner shall also agree to improve Catering Road to a rural section between a point approximately 75 metres south of 135 Catering Road and a point approximately 150 metres south of the existing bend in Catering Road.

The Owner shall also agree to install storm sewers, sanitary sewers, watermains, associated servicing connections to existing residential lots that front on Catering Road and servicing stubs at each intersection with existing roads between a point approximately 75 metres south of 135 Catering Road to the intersection of Dalton Road and Baseline Road.

The design and construction of all improvements shall be at the Owner's sole expense and shall be to the satisfaction of both the Director of Development Services and York Region.

21. The Owner shall provide water and sanitary service lateral connections to the property line of each existing privately serviced residential lot fronting on Catering Road to the satisfaction of the Director of Development Services.

For those residential lots located on Dalton Road south of Baseline Road which are currently privately serviced, the Owner shall work with the Town to canvas these landowners in order to seek their interest in having water and sanitary sewer laterals installed to their lot line, at their cost, as part of the road and servicing improvements to facilitate the development of the subject subdivision.

22. The Town has completed a water model and the Owner shall agree in the Subdivision Agreement to participate with the Town using the water model and shall implement recommendations of same, all at the expense of the Owner.
23. The Owner shall agree in the Subdivision Agreement that prior to occupancy being granted by the Town for any dwellings within the subdivision, the sewage pumping station required for the subdivision shall be tested, commissioned, operated and

transferred to the Town to the satisfaction of the Director of Development Services. Further, the Owner shall agree in the Subdivision Agreement to register a warning clause on title of all residential lots within the subdivision, through a form of notice acceptable to the Town Solicitor and in all agreements of purchase and sale, indicating that occupancy will not be granted for the dwellings until such time as the sewage pumping station required for the subdivision has been tested, commissioned, operated and transferred to the Town.

24. Given their proximity to the sewage pumping station proposed on Block 191, the Owner shall register the following warning clause on title of Lots 68, 69, and 70 through a form of notice acceptable to the Town Solicitor and in the agreement of purchase and sale:

*"Purchasers are advised of the existence of a sewage pumping station situated within close proximity to this property. Objectionable odours and/or noises may occasionally be present."*

In addition to the warning clause, the Owner shall install and maintain on Block 191 a sign of size, content and format satisfactory to the Director of Development Services indicating the construction and function of the sewage pumping station and the aforementioned warning clause. The sign shall remain on the site until such time as deemed not to be necessary by the Director of Development Services.

25. Prior to any topsoil removal or grading, the Town requires the Owner to submit, in accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04, Records of Site Condition, Part XV.1 of the Act, as amended, a Phase 1 Environmental Site Assessment (ESA) prepared and signed by a qualified professional, for all lands, including any lands external to the plan, that are to be conveyed to the Town. Based on the findings and results of the ESA, the Town may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required together with a Phase 2 ESA report and/or Phase 3 report if so recommended. The ESA and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands must contain wording to the effect that the Town shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to the Director of Development Services.
26. The Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations, measures and remedial action identified within the reports as may be received in Condition 25 above.
27. Prior to any topsoil removal or grading, the Owner shall, at their expense, provide an overall Lot Grading and Drainage Plan together with a Stormwater Management Report all in conformity with the Municipal Development Design Criteria in effect at

the time development occurs and in conformity with the Lake Simcoe Protection Plan together with a detailed Erosion and Sediment Control Plan for review by the Director of Development Services. The report shall deal with any external contributing area as required.

28. The Owner shall agree in the Subdivision Agreement that the placement of fill or other imported material on any lands subject to this approval shall only be imported and placed in accordance with the requirements of By-law 2011-0044 (REG-1), as amended, being a by-law to prohibit or regulate the removal of topsoil, the placing of fill material and the alteration of grade of land, as amended. Notwithstanding that pursuant to the by-law an exemption is granted to the requirement for a permit, the placement of fill shall be governed by the requirements and standards of the by-law.
29. The Owner shall submit a detailed Fence Plan showing all required fencing (construction, privacy, acoustical, environmental protection, and security) and shall agree in the Subdivision Agreement to erect and maintain such fencing, all to the satisfaction of the Director of Development Services and the Director of Recreation and Culture.
30. The Owner shall prepare and submit a Well Monitoring Plan for review and approval by the Town, and shall agree in the Subdivision Agreement to undertake a well monitoring program, of an extent and duration to the satisfaction of the Town, to assess the impact, if any, on off-site well water quality and quantity, of the development of the Subject Lands. Prior to registration of the Subdivision Agreement, the Owner shall post security in the form of a Letter of Credit in the amount to be determined by the Town in consultation with the Owner, to secure the carrying out of such a program and to secure and compensate for any remedial work that may be required to any off-site wells in the event of any adverse impacts from the development of the Subject Lands.
31. The Owner shall submit a Noise Impact Study as it relates to the use of the Sutton-Zephyr Rail Trail in relation to abutting residential lots, to the satisfaction of the Director of Development Services, and further, shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and noise control measures contained in the Study, all at the expense of the Owner.
32. The Owner shall prepare and submit a composite utility distribution plan in consultation with all affected authorities, together with the detailed engineering design drawings, all to the satisfaction of the Director of Development Services.
33. The Owner shall submit a Communication Implementation Plan that demonstrates how communication technology will be designed and implemented and demonstrate that the conduit and wiring meets or exceeds the minimum industry standard to allow for the provision of Broadband, all to the satisfaction of the Director of Development Services.

34. The Owner shall agree in the Subdivision Agreement that it will permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the plan registration provided the telephone or telecommunications service provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the development as and when each dwelling unit is constructed.
35. The Owner shall agree in the Subdivision Agreement to display plans in its sales office and identify in its sales literature any phases of development, the location of adjacent environmentally protected features, multi-use trails, park, parkette, and riverfront look-outs, and the location of private and utility infrastructure including but not limited to the Sutton-Zephyr Rail Trail, sewage pumping station, sidewalks, stormwater management facilities, transformers, pedestals, streetlights, mailboxes and lands for other development.
36. The Owner shall convey Park Block 194 and Parkette Block 195 to the Town of Georgina, pursuant in part, to the parkland dedication requirements of the *Planning Act*.
37. The Owner shall agree to in the Subdivision Agreement to construct park facilities and amenities in Park Block 194 and Parkette Block 195 in accordance with the approved facility fit plans as prepared by Casburn Giberson Landscape Architects and to the satisfaction of the Director of Recreation and Culture. The Owner shall be reimbursed for all costs related to the construction beyond those for which the Owner is otherwise responsible as per Town of Georgina Parkland Standards Manual and Development Charges Background Study.
38. The Owner shall submit complete and detailed landscape and engineering drawings for, but not limited to, the multi-use trail, riverfront lookouts, and trail components (signage, furnishings, SWM channel crossings, gates, plantings, seeding/sodding), all designed and prepared in accordance with the Town's Trails and Active Transportation Master Plan and Park Facilities and Construction Standards, as amended, for review by the Director of Recreation and Culture and agree in the Subdivision Agreement to construct all works to the satisfaction of the Director of Recreation and Culture. The Owner shall be reimbursed for all costs related to the construction beyond those for which the Owner is otherwise responsible as per Town of Georgina Parkland Standards Manual and Development Charges Background Study.
39. The Owner shall agree in the Subdivision Agreement, that prior to the commencement of any grading work, site alteration, removal of trees, or development, tree protection fencing constructed of paige wire must first be installed along the boundaries of Environmental Protection Blocks, 10 metre Buffer Blocks and Tree Compensation Block to the satisfaction of the Director of Recreation and

Culture. The fencing shall remain in place until all construction adjacent the fenced areas has been completed including all trails and riverfront

lookouts, soils stabilized, and all construction equipment removed from the site, all to the satisfaction of the Director of Recreation and Culture.

40. The Owner shall submit detailed Master Landscaping and Tree Planting Plans prepared by a qualified professional for review and approval by the Town and agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and measures contained within the approved Master Landscaping and Tree Planting Plans.
41. The Owner shall submit to the Town, the Lake Simcoe Region Conservation Authority and the Regional Forester for review and approval during the design phase, a Tree Assessment Study and Preservation Plan prepared by a qualified arborist or landscape architect and agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and measures contained within the approved Tree Assessment Study and Preservation Plan.
42. The Owner shall agree in the Subdivision Agreement not to remove or damage (leading to the destruction of) those trees identified in the approved Tree Assessment Study and Preservation Plan without the prior written approval of the Town. The Owner shall deposit a security in the form of a Letter of Credit, in amount to be determined by the Town, to ensure compliance with the tree preservation requirements.
43. The Owner shall satisfy all provisions of the Regional Forest Conservation By-law, the Town's Tree Preservation and Compensation Policy, and the Town's Development Design Criteria, in effect at the time of development, respecting the preservation and protection of trees and vegetation. Where trees will be lost to development, the Owner shall agree to compensate the Town first through additional planting in tree compensation areas identified within the approved Master Landscaping and Tree Planting Plan and thereafter, if required, in areas outside of the draft plan of subdivision as approved by the Town or through financial contribution in lieu thereof, all to the satisfaction of the Director of Recreation and Culture.
44. The Owner shall agree in the Subdivision Agreement to undertake the installation of landscaping at 115 Catering Road, adjacent to the front property line, in accordance with a Landscape Plan to be approved by the Town, and that the works be carried out all to the satisfaction of the Director of Recreation and Culture. Prior to approval of the Landscape Plan by the Town, the Owner shall provide a copy of the proposed Landscape Plan to the Owners of 115 Catering Road. The Owners of 115 Catering Road will have 30 days to review and provide comment to the Town on the Landscape Plan.
45. The Owner shall submit a Firebreak Plan in accordance with the Town's Firebreak Criteria, all to the satisfaction of the Chief Building Official and/or the Chief Fire

Official.



46. The Owner shall pay all reasonable costs incurred by the Town-retained peer review consultants in relation to the peer review of submitted reports and studies.

York Region ("Region"):

47. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Georgina and York Region.
48. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the Town of Georgina for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
49. The Owner shall agree in the Subdivision Agreement to save harmless the Town of Georgina and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
50. The engineering drawing (for the internal and external works) showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review and record.
51. The Owner shall agree in the subdivision agreement that any direct connection to a York Region water or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection shall be submitted to the Infrastructure Asset Management Branch for approval.
52. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, Community Planning and Development Services Division, outlining all requirements of York Region.
53. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law# 2012-36.

Lake Simcoe Conservation Authority ("LSRCA"):

54. This approval is applicable to the Draft Plan of Subdivision prepared by Michael Smith Planning Consultants Development Coordinators Ltd., (revised May 21, 2017) and may be subject to redline revisions.
55. Prior to final approval (Ainslie Hill I and Ainslie Hill II) and/or any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Town:

- a) A detailed Stormwater Management Report in accordance with LSRCA Technical Guidelines for Stormwater Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
  - b) A detailed erosion and sediment control plan;
  - c) A detailed grading and drainage plan;
  - d) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan;
  - e) A Geotechnical Report;
  - f) A detailed Hydrogeological Assessment in conformity with Designated Policy 6.40 of the Lake Simcoe Protection Plan;
  - g) A detailed Low Impact Development Evaluation demonstrating the means to maximize the use of Low Impact Development (LID) measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014);
  - h) An Environmental Impact Study;
  - i) A Restoration Planting Plan;
  - j) An Edge Management Plan; and,
  - k) A Trails Impact Study.
56. Prior to final approval and/or any major site alteration, detailed design relating to fill removal within Ainslie Hill II and placement in Ainslie Hill I (i.e. ESC, topsoil stripping, topsoil pile(s), proposed grading/drainage, site access, haul route, restoration) and the maintenance of existing drainage patterns within Ainslie Hill II shall be prepared to the satisfaction of the LSRCA and the Town.
57. The following regarding Ainslie Hill II Study Area (Block 210) shall be prepared to the satisfaction of the LSRCA and the Town:
- a) A Stormwater Management design demonstrating post-development peak flows have been controlled to pre-development peak flows (1:2 to 1:100 year return storms) for existing site outlets;
  - b) A Stormwater Management design demonstrating that there is available downstream conveyance capacity for the proposed development minor and major system drainage; and,
  - c) An Existing Floodplain and Proposed Floodplain Modification Study in accordance with current LSRCA Technical Guidelines for Stormwater Management Submissions and Regulations to the satisfaction of the LSRCA. The Floodplain comments provided by the LSRCA (August 26, 2016) shall be addressed in the Study.
58. The Owner shall successfully amend the Zoning By-law to rezone the lands to appropriately reflect development areas, natural heritage areas and natural hazard areas.
59. A feature based water balance demonstrating no negative impacts during interim

construction and final build out shall be prepared to the satisfaction of the LSRCA.

This shall also address any grading or site alteration on the Ainslie Hill II lands that at the pre-development stage drain into natural heritage features.

60. An Offsetting Strategy as per the Lake Simcoe Region Conservation Authority Ecological Offsetting Plan (May, 2017) shall be prepared to the satisfaction of the LSRCA.
61. The Owner shall agree in the Subdivision Agreement to dedicate and transfer the Natural Heritage Areas (Environmental Protection Blocks) and Associated Buffer Areas to the Town of Georgina.
62. The Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA.
63. The Owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA.
64. The Owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any grading or site alteration occurring.
65. The Owner shall agree in the Subdivision Agreement to grant any easements required for Stormwater Management purposes to the Town.
66. The Owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the *Conservation Authorities Act*.
67. The Owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any on-site grading or construction in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
68. The Owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.

Enbridge Gas Distribution:

69. The Owner shall agree in the Subdivision Agreement to contact Enbridge Gas Distribution's Customer Connections Department by e-mail at [SalesArea30@enbridge.com](mailto:SalesArea30@enbridge.com) for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

70. The Owner shall agree in the Subdivision Agreement that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
71. The Owner shall agree in the Subdivision Agreement that in the event that easement(s) are required to service this development, the Owner will provide the easement(s) to Enbridge Gas Distribution at no cost.
72. The Owner shall agree in the Subdivision Agreement to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

Canada Post Corporation ("Canada Post"):

73. The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale, a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
74. The Owner shall agree in the Subdivision Agreement that the Owner will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
75. The Owner shall agree in the Subdivision Agreement to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plan.
76. The Owner shall agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
  - a) An appropriately sized sidewalk section (concrete pad) as per municipal standards, to place the Community Mailboxes on;
  - b) Any required walkway across the boulevard, as per municipal standards; and,
  - c) Any required curb depressions for wheelchair access.
77. The Owner shall agree in the Subdivision Agreement to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox location(s). This will enable Canada Post to provide mail delivery to new residence as soon as the homes are occupied.

Hydro One:

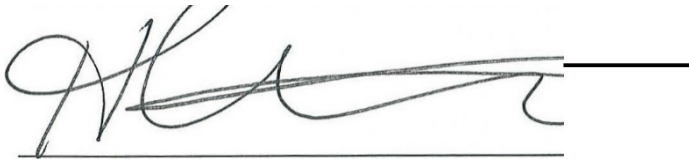
78. The Owner shall contact the Hydro One Subdivision Group by e-mail at [subdivision@hydroone.com](mailto:subdivision@hydroone.com) or by telephone at 1-866-272-3330 and shall make the necessary arrangements for electricity distribution to the new lots.

Clearances:

- 79. That the Town of Georgina shall advise in writing that Conditions 1 to 46, inclusive, have been satisfied.
- 80. That the Region of York Regional Corporate Services Department, Community Planning and Development Services Division shall advise the Town of Georgina in writing that Conditions 47 to 53, inclusive, have been satisfied.
- 81. That the Lake Simcoe Region Conservation Authority shall advise the Town of Georgina in writing that Conditions 54 to 68, inclusive, have been satisfied.
- 82. That Enbridge Gas Distribution shall advise the Town of Georgina in writing that Conditions 69 to 72, inclusive, have been satisfied.
- 83. That Canada Post Corporation shall advise the Town of Georgina in writing that Conditions 73 to 77, inclusive, have been satisfied.
- 84. That Hydro One shall advise the Town of Georgina in writing that Condition 78 has been satisfied.

ISSUED at the TOWN OF GEORGINA on the 3<sup>rd</sup> day of April, 2019.

RE-ISSUED The TOWN OF GEORGINA on the 15<sup>th</sup> day of July, 2020.



Harold W. Lenters, M.Sc.PI, MCIP, RPP Director of Development Services

NOTE: PURSUANT TO THE PLANNING ACT, R. S.O., 1990, AS AMENDED, APPROVAL OF THIS PLAN OF SUBDIVISION SHALL LAPSE IF FINAL APPROVAL FOR REGISTRATION HAS NOT BEEN GIVEN **APRIL 3, 2022**. UNLESS APPROVAL HAS BEEN SOONER WITHDRAWN OR THE TOWN OF GEORGINA HAS EXTENDED THE DURATION OF THE APPROVAL.