

THE CORPORATION OF THE
TOWN OF GEORGINA



SITE PLAN REVIEW COMMITTEE
OF COUNCIL

AGENDA

Wednesday, September 4th, 2019
11:00 a.m.

THE CORPORATION OF THE TOWN OF GEORGINA

SITE PLAN REVIEW COMMITTEE OF COUNCIL AGENDA

Wednesday, September 4, 2019
11:00 a.m.

1. CALL TO ORDER
2. ROLL CALL
3. INTRODUCTION OF ADDENDUM ITEM(S)
4. APPROVAL OF AGENDA
5. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF
6. REPORTS - SITE PLAN APPLICATION(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS

WARD 5

Site Plan Control Approval Application

Owner: Dwight Powell Investment Inc. & William Powell Investment Inc., c/o Powell Contracting Ltd.

Agent: Michael Smith Planning Consultants, c/o Michael Smith

Proposal: Phase 1 – Proposed Test Track and Parking Area

Location: E/S Park Rd. (Y.R. 18), south of Hwy. 48

Town Files: B.1.384 / Roll No. 040-452

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2019-0120

RECOMMENDATIONS:

1. That the Site Plan Review Committee receive Report DS-2019-0120 prepared by the Development Engineering Division, Development Services Department dated September 4, 2019 respecting an application for site plan approval for the property located on Park Road, Georgina.

2. That the application including all plans and drawings submitted and prepared by Crozier Consulting Engineers, for Phase 1 (test track and parking lot) be approved at such time as the following conditions are fulfilled:
 - (i) The Owner shall enter into a Development Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works on the Site.
 - (ii) The Owner shall provide a security to ensure completion of the Phase 1 works to the satisfaction of the Town. The security value will be equal to 50% of the estimated cost of supplying and installing the noise attenuation barrier, trees, and shrubs.
 - (iii) The Owner shall provide the Town with a liability insurance policy in the amount of \$5 million naming the Town as co-insured party, all to the satisfaction of the Town.
 - (iv) The Owner shall satisfy the requirements of all municipal departments and other agencies having jurisdiction with this site.
 - (v) All conditions must be satisfied within twelve (12) months of the date of this decision.
3. That the Site Plan Review Committee of Council authorize The Director of Development Services to make minor revisions to the agreement or drawings to address any Town department or external agency requirements.

iii) Speakers – five (5) minute maximum per person

7. COMMUNICATIONS
8. OTHER BUSINESS
9. MOTION TO ADJOURN

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DS-2019-0120

**FOR THE CONSIDERATION OF
SITE PLAN REVIEW COMMITTEE OF COUNCIL
SEPTEMBER 4, 2019**

**SUBJECT: APPLICATION FOR SITE PLAN APPROVAL
POWELL INVESTMENTS INC.,
PHASE 1 – PROPOSED TEST TRACK AND PARKING AREA
PART OF LOT 7, CONC 6 (G), PART 1 65R-35560, PARK ROAD**

1. RECOMMENDATIONS:

- 1. That the Site Plan Review Committee receive Report DS-2019-0120 prepared by the Development Engineering Division, Development Services Department dated September 4, 2019 respecting an application for site plan approval for the property located on Park Road, Georgina.**
- 2. That the application including all plans and drawings submitted and prepared by Crozier Consulting Engineers, for Phase 1 (test track and parking lot) be approved at such time as the following conditions are fulfilled:**
 - (i) The Owner shall enter into a Development Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works on the Site.**
 - (ii) The Owner shall provide a security to ensure completion of the Phase 1 works to the satisfaction of the Town. The security value will be equal to 50% of the estimated cost of supplying and installing the noise attenuation barrier, trees, and shrubs.**
 - (iii) The Owner shall provide the Town with a liability insurance policy in the amount of \$5 million naming the Town as co-insured party, all to the satisfaction of the Town.**
 - (iv) The Owner shall satisfy the requirements of all municipal departments and other agencies having jurisdiction with this site.**
 - (v) All conditions must be satisfied within twelve (12) months of the date of this decision.**

3. That the Site Plan Review Committee of Council authorize The Director of Development Services to make minor revisions to the agreement or drawings to address any Town department or external agency requirements.

2. PURPOSE:

The purpose of this report is to provide the Site Plan Review Committee (SPRC) with staff's analysis and recommendations respecting this application.

3. INFORMATION:

OWNER: Dwight Powell Investment Inc.
William Powell Investment Inc.

AGENT: Michael Smith Planning Consultants

PROPERTY DESCRIPTION: Park Road, Georgina
Part of Lot 7 Concession 6 (G)
Part 1, Plan 65R-35560

FILE NUMBERS: B.1.384
Roll No. 040-452

4. BACKGROUND:

An application for site plan approval dated December 21, 2018 was received by the Development Engineering Division for the construction of a concrete manufacturing facility with a test track. The subject site is located on the east side of Park Road, south of Highway 48 as shown on Attachment 1. A SPRC meeting was previously held on April 30, 2019 respecting the subject site plan application. The Owner has proposed to construct the facility in two phases. The Phase 1 proposal is the test track and a portion of the parking. The Phase 2 proposal is the concrete manufacturing facility, office building, and parking lot. Refer to Attachments 2, 3, and 4 for the revised general phasing plan, site plan for the full development, and landscaping plans respectively.

During the April 30, 2019 SPRC meeting, the following concerns were brought forward by residents:

- Noise generated from the activities on the site
- Air borne particles and pollution
- Traffic impact
- Impact on groundwater and water table
- Vibration
- Stormwater management
- Visual impact of the development

Staff considered the concerns of residents and have requested that the Owner address the concerns of the residents by modifying their proposal and providing a Management Plan which documents how these concerns are to be addressed. Refer to Attachment 5 for the Management Plan.

5. ANALYSIS:

The Owner has indicated the site will be used to manufacture concrete barriers, and to test the barriers. The concrete barriers will be poured into forms on site outside of winter months. The Owner has indicated that testing of the barriers will occur on average a couple times a month.

The subject property is zoned Extractive Industrial (M3) as per the Zoning By-law 500. The proposed works for Phase 1 and Phase 2 are permitted uses under the existing zoning. Typical uses within the M3 zoning include:

- Concrete batching plant
- Aggregate washing / crushing / recycling
- Asphalt plant
- Manufacturing of concrete products
- Quarry
- Accessory buildings, structures, and uses

The Owner has provided a noise study, emissions study, vibration study, erosion and sediment control plan, stormwater management plan, landscaping plans, and grading plan to the general satisfaction of Town staff. The Owner will be required to enter a Development Agreement with the Town to ensure the Phase 1 works are completed as per the approved final drawings and reports.

Although not required for the Phase 1 works as per the noise report; the Owner has agreed to install a 2.5 m tall noise attenuation barrier along the length of the test track (approximately 400 m in length). The purpose of the noise attenuation barrier is to reduce noise and visually block the operations on site. Refer to Attachment 6 for a brochure of the proposed wall. Staff have recommended the texture 'Plain Flat', and the colour 1082D Tan or 02589 Tan. In addition, extensive landscaping along the north side of the test track and noise attenuation barrier is proposed.

The Owner has prepared a Management Plan addressing the concerns from the first SPRC meeting. Town staff are satisfied with the Management Plan for the Phase 1 works. Measures outlined in the Management Plan will be updated as required for Phase 2 works.

The Lake Simcoe Regional Conservation Authority (LSRCA) has given a permit for the Phase 1 works. Refer to Attachment 7 for the LSRCA permit.

Refer to Attachment 8 for the draft Development Agreement.

Phase 2 includes the office, material storage, concrete manufacturing building and the remainder of the parking areas. Phase 2 will be subject to the review and approval of the SPRC at a future date. The Owner will also be required to enter into a further Development Agreement at the time that Phase 2 works are approved by the SPRC.

A brief summary of the internal department and external agency comments relating to the second submission of the proposed Phase 1 are as follows:

Engineering	Minor concerns relating grading and stormwater Management.
Planning	Confirmation of sound barrier wall visuals, and landscaping species to soften visual impact of test track.
Zoning	Minor concerns relating to setbacks and loading spaces.
Building	No concerns for Phase 1.
Recreation and Culture	Tree and shrub species to be revised to include coniferous and taller species.
Fire	No concerns for Phase 1.
Municipal Law Enforcement Office	No concerns for Phase 1.
Georgina Accessibility Advisory Committee	No concerns for Phase 1.
York Region	Minor concern relating to the entrance detail.
LSRCA	Permit given for Phase 1.
Southlake Hospital	No concerns for Phase 1.
Bell (MMM)	No concerns for Phase 1.

It is required that the Owner address the outstanding internal department and external agency comments prior to the Town executing a Development Agreement.

The owner/agent will be making a short presentation of the site plan for the Committee's consideration and discussion.

6. RELATIONSHIP TO STRATEGIC PLAN:

This report and the development proposed herein addresses the following strategic goals:

GOAL 1: "Grow Our Economy" – SUSTAINABLE ECONOMIC GROWTH AND EMPLOYMENT

GOAL 2: "Promote a High Quality of Life" – HEALTHY, SAFE, SUSTAINABLE COMMUNITIES

7. FINANCIAL AND BUDGETARY IMPACT:

There are no financial concerns or budgetary impacts on the Town as a result of this application.

8. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

A) Legislated

Under Section 41 of the Planning Act the Town is not formally required to give public notice or hold a statutory public meeting in relation to Site Plan Applications, or Site Alteration Permits.

B) Non Legislated

Although the Planning Act does not require statutory public meeting, the Town has provided a copy of the notice of Site Plan Review Committee Notice of SPRC meeting to all those members of the public who have expressed an interest in the process and that have registered as an interested party. Notice of the Site Plan Review Committee meeting has been published on the Town's website and on the Town page of the Georgina Advocate.

9. CONCLUSION:

The Owner has submitted a revised proposal which includes a test track and parking area for Phase 1 only. The Owner will enter into a Development Agreement to ensure completion of the works as per the approved plans and reports. The Owner will continue the Site Plan Approval process to complete the Phase 2 works. Phase 2 includes the office building, additional parking, and concrete manufacturing. The review, SPRC, and approvals for Phase 2 will be subject to an amendment to the Phase 1 Development Agreement.

The Owner will provide a third submission addressing the remaining comments from the Town and external agencies regarding Phase 1. Should the intent of the Phase 1 works change in any substantial manner, staff will return to the Committee with an updated site plan and report.

The Owner has provided a Management Plan to the satisfaction of Town staff that has addressed the concerns brought forward by the residents.

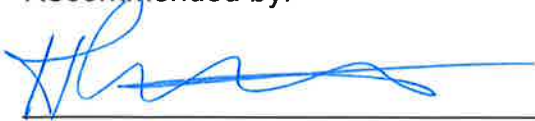
In conclusion staff are satisfied with the proposed Phase 1 works and recommend its' approval as set out in Recommendation 2.

Prepared by:



Owen Sanders, P.Eng.
Supervisor of Development Engineering

Recommended by:



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

Approved by:



Dave Reddon
Chief Administrative Officer

- Attachment 1 – Location Map*
- Attachment 2 – General Phasing Plan*
- Attachment 3 – Site Plan*
- Attachment 4 – Landscaping Plans*
- Attachment 5 – Management Plan*
- Attachment 6 – Proposed Wall Brochure*
- Attachment 7 – LSRCA Permit*
- Attachment 8 – Development Agreement*



PARK ROAD

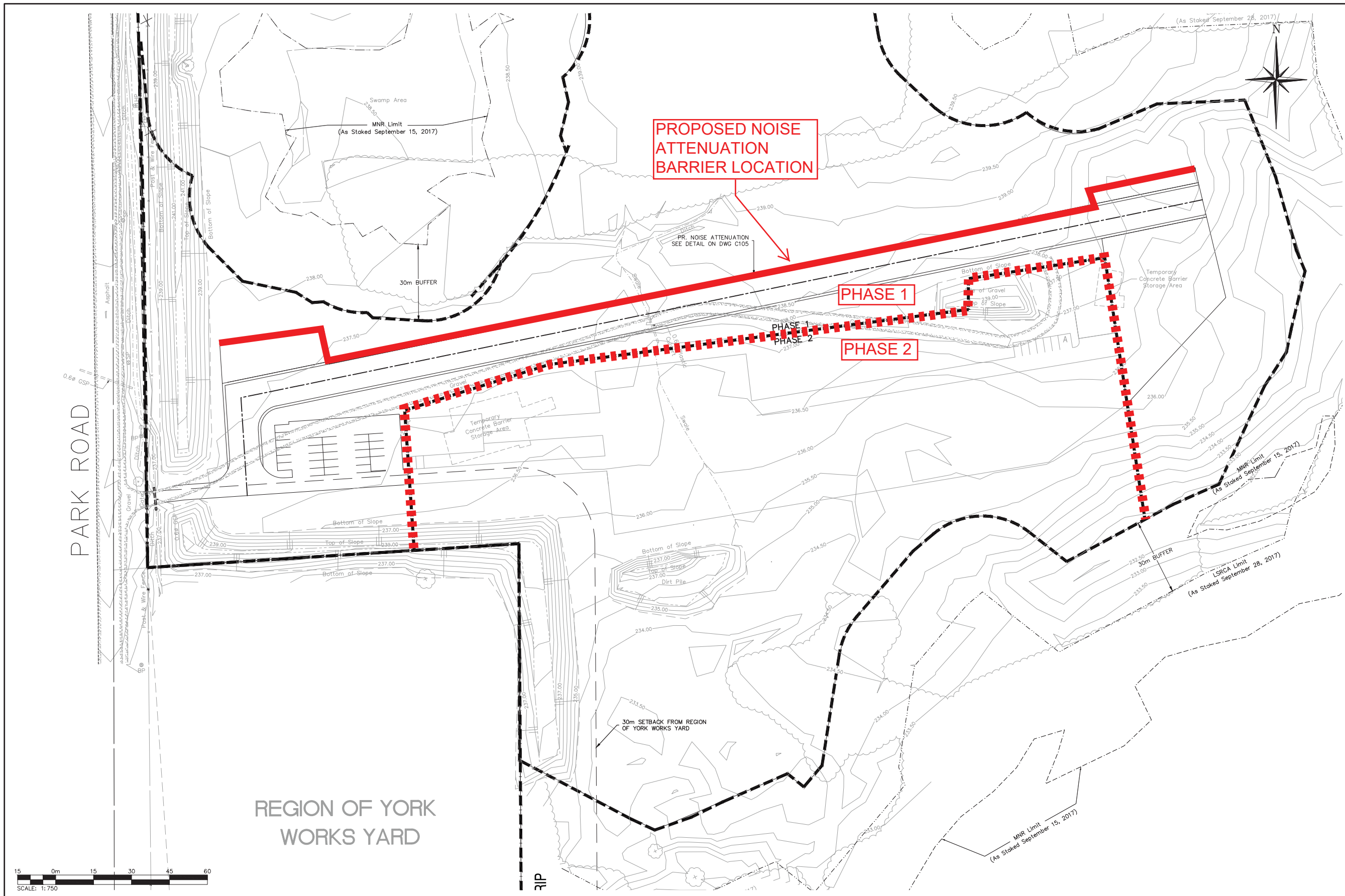
HIGHWAY 48

POWELL SITE
LOCATION

1: 9,028
August 27, 2019



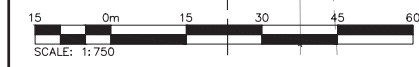
ATTACHMENT 1
DS-2019-0120



SCALE: N.T.S.

LEGEND

- PROPERTY BOUNDARY
- DEVELOPABLE AREA
- - - MNR WETLAND LIMIT (STAKED SEPT 15 2017)
- - - LSRCA WETLAND LIMIT (STAKED SEPT 28 2017)
- PHASING BOUNDARY
- NOISE ATTENUATION



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2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, AND DATUMS ON SITE AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION.
3. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.
4. DO NOT SCALE THE DRAWINGS.
5. ALL EXISTING UNDERGROUND UTILITIES TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

BENCHMARKS
 GSC BENCHMARK N'3339
 ELEVATION 227.078



No.	ISSUE	DATE: MM/DD/YYYY
1	ISSUED FOR 1st SUBMISSION	12/14/2018
2	ISSUED FOR 2nd SUBMISSION	07/31/2019

Engineer: _____
 Date: _____

Project: **LOT 7 CONCESSION 6
TOWN OF GEORGINA**

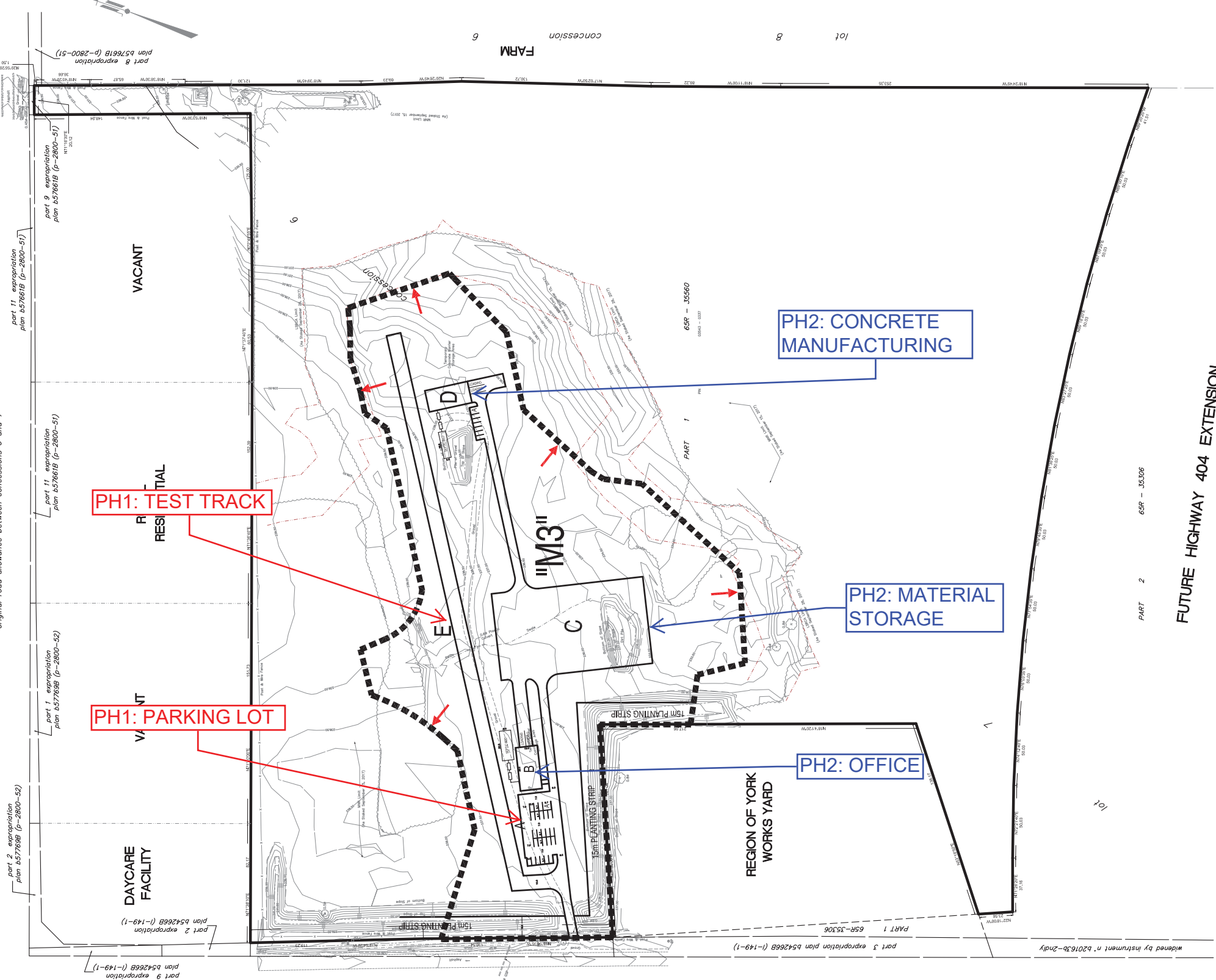
Drawing: **GENERAL PHASING PLAN**

57 JOHN STREET WEST
 P.O. BOX 10111
 BRADFORD, ON L3Z 2B4
 905-952-3111 T
 WWW.CFCROZIER.CA

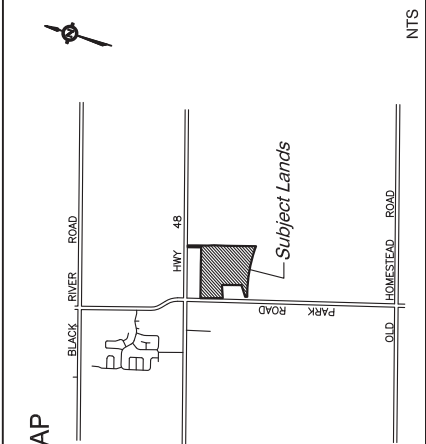
ATTACHMENT 2
DS-2019-0120

Drawn By: S.C. / J.V. Design By: J.V.
 Check By: G.M. Check By: J.G.K.

king's highway n° 48
original road allowance between concessions 6 and 7



county road n° 39
(KNOWN AS park road)
original road allowance between lots 6 and 7, concession 6



KEY MAP

LEGEND

- Subject Lands - 29.25 ha
- Developable Area - 682 ha
- A - Parking
- B - Office / Shop - 465m2
- C - Material Storage
- D - Concrete Manufacturing Building - 465m2
- E - Test Track (10m Wide)

SITE PLAN - MAP 1

DWIGHT POWELL INVESTMENTS INC.; AND WILLIAM POWELL INVESTMENTS INC.	
PART OF LOT 7, CONCESSION 6 PART 1 65R-35560 (GEOGRAPHIC TOWNSHIP OF GEORGINA) TOWN OF GEORGINA REGIONAL MUNICIPALITY OF YORK	
DATE: Nov 3, 2018	APPROVED BY: MRES
DRAWN BY: VT	PLANNING CONSULTANTS DEVELOPMENT COORDINATORS LTD.
DRAWING NUMBER: 1153-00	



NTS

client
William Powell Investment Inc.
and Dwight Powell Investment Inc.
 consultants

no.	revision	date	by

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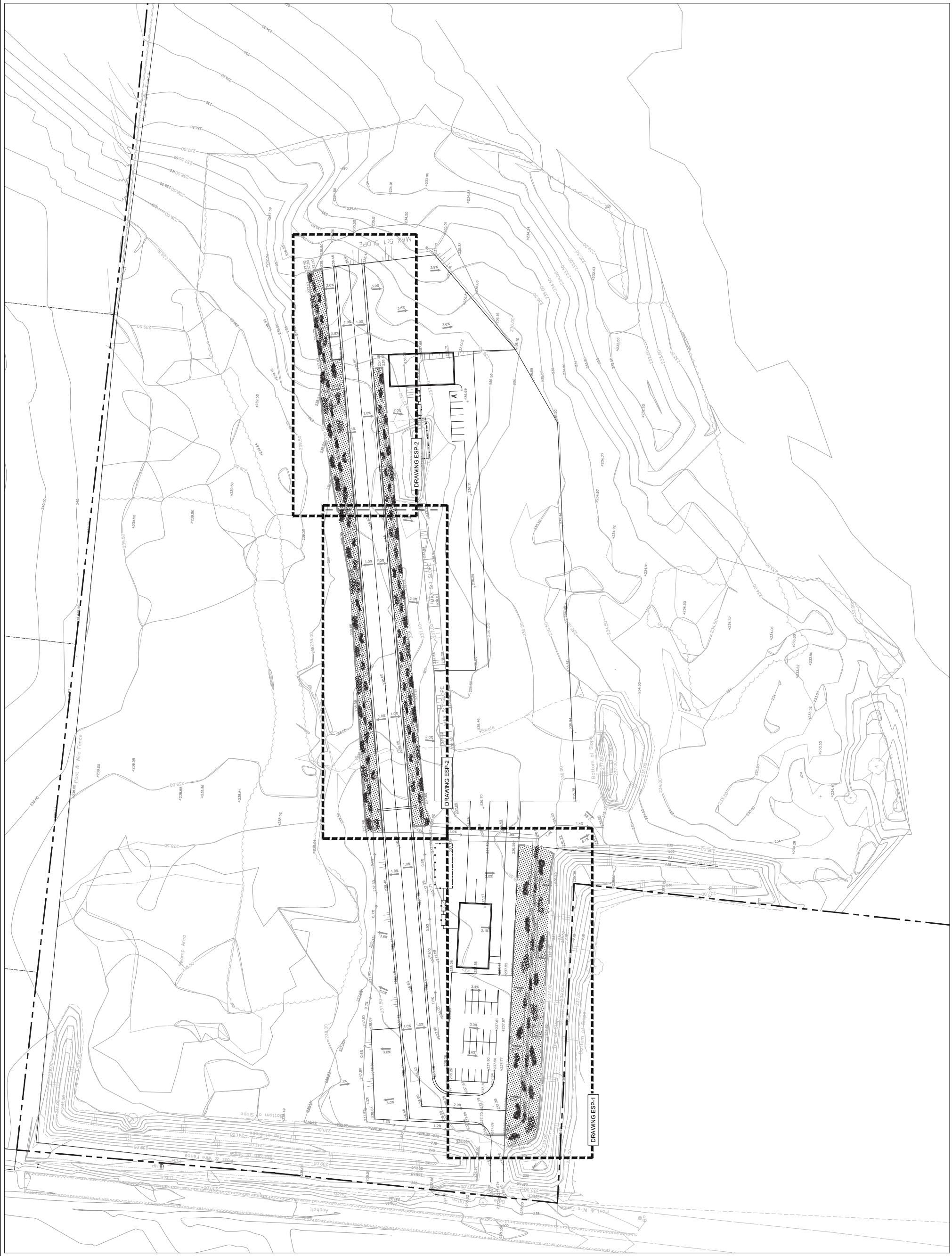
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 219 Lake Drive East, Kewaskum, Ontario L4P 3E9
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 website: marksetterassociates.com

reviewed by
 M.S.
 drawn by
 D.S.
 date
 1 August 2019
 scale
 1:750

drawing title
Context Plan
Enhanced Swales

drawing number
ESP-0
 project title
Powell Fencing Facility
 Park Road,
 Georgina, Ontario
 Regional Municipality of York
 project number
2018-029

ATTACHMENT 4
DS-2019-0120





client
William Powell Investment Inc.
and Dwight Powell Investment Inc.

consultants

no.	revision	date	by

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 tel: 905.476.0644 email: m.setter@progers.com
 website: marksetterassociates.com

reviewed by
 M.S.

drawn by
 D.S.

date
 1 August 2019

scale
 1:200

drawing title
**Enhanced Swales
 Planting Plan**

drawing number
ESP-1

project title
**Powell Fencing Facility
 Park Road,
 Georgina, Ontario
 Regional Municipality of York**

project number
2018-029

**ATTACHMENT 4
 DS-2019-0120**

PLANT LIST Grasses

KEY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	COMMENTS
65	<i>Calamagrostis canadensis</i>	Canada Blue-joint	10cm Pot	Plant, 6 O.C.	
67	<i>Deschampsia cespitosa</i>	Tufted Hair Grass	10cm Pot	Plant, 6 O.C.	
62	<i>Juncus effusus</i> ssp. <i>soltisii</i>	Lamp Rush	10cm Pot	Plant, 75 O.C.	
61	<i>Scyrtanthus rubrus</i>	Yellow Indian-grass	10cm Pot	Plant, 75 O.C.	

General Seeding Notes

Plant in the fall between leaf-fall (typically after October 15th) and freeze-up (often mid November). If fall planting is not achieved plant in spring after frost has left the ground until early June. Mix seed mix (equal parts) with a carrier such as dry sand or kitty litter to ensure even distribution. Seed can be hand broadcast or spread with a mechanical seeder (i.e. cyclone spreader) to specified densities. Planting into bare soil requires no site preparation. A "nurse crop" of annual rye grass should be mixed and broadcast with the herbaceous seed mix at 13.5 kg/ha or as specified.

RESTORATION DIVERSE MIX

ALL DISTURBED LID ENHANCED SWALES (AS SHOWN ON THE PLAN) SHALL BE NATURALIZED WITH "RESTORATION DIVERSE MIXTURE #0006 BY ACCORNUS. THE COMPOSITION IS AS FOLLOWS:

- Leersia oryzoides* (Rice Cut Grass)
- Lobelia cardinalis* (Cardinal Flower)
- Lobelia siphilitica* (Blue Lobelia)
- Mimulus ringens* (Monkey Flower)
- Monarda fistulosa* (Wild Bergamot)
- Panicum capillare* (Hairgrass)
- Panicum virgatum* (Switch Grass)
- Penstemon digitalis* (Foxglove Beardtongue)
- Rudbeckia hirta* (Black-eyed Susan)
- Scirpus atrovirens* (Green Bulrush)
- Scirpus cyperinus* (Wool-grass Bulrush)
- Elymus graminifolius* (Lance-leaved Goldenrod)
- Solidago serotina* (Rough Goldenrod)
- Verbena hastata* (Blue Vervain)

SOW SEED MIXTURE AT A RATE OF 25kg/hectare WITH A NURSE CROP OF ANNUAL RYEGRASS AT A RATE OF 25kg/hectare.

PLANT LIST Shrubs

KEY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	COMMENTS
10	<i>Comus sericea</i>	Red Osier Dogwood	60cm	B.R.	FULL FORM
48	<i>Dierilla lonicera</i>	Bush Honeysuckle	50cm	B.R.	FULL FORM
101	<i>Rosa blanda</i>	Meadow Rose	50cm	B.R.	FULL FORM
47	<i>Ribes alghemianensis</i>	Allegheny Blackberry	60cm	B.R.	FULL FORM
64	<i>Rubus idaeus</i> ssp. <i>strigosus</i>	Wild Red Raspberry	60cm	B.R.	FULL FORM
47	<i>Sambucus racemosa</i> ssp. <i>puberula</i>	Red Elderberry	60cm	B.R.	FULL FORM
54	<i>Spiraea alba</i>	Narrow-leaved Meadowweet	60cm	B.R.	FULL FORM
54	<i>Viburnum lentago</i>	Nannyberry	60cm	B.R.	FULL FORM

PLANT LIST Perennials

KEY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	COMMENTS
62	<i>Asclepias tuberosa</i>	Butterfly Milkweed	10cm Pot	FULL FORM	
81	<i>Campanula rotundifolia</i>	Heartbell	10cm Pot	FULL FORM	
44	<i>Eragrostis maculatum</i>	Joe Pye Weed	10cm Pot	FULL FORM	
33	<i>Helianthus autumnale</i>	Sweetweed	10cm Pot	FULL FORM	
45	<i>Iris versicolor</i>	Blue Flag Iris	10cm Pot	FULL FORM	
137	<i>Rudbeckia hirta</i>	Black-eyed Susan	10cm Pot	FULL FORM	
101	<i>Symphoricarum racemosa</i>	White Heath Aster		FULL FORM	
62	<i>Veronica hastata</i>	Blue Vervain	10cm Pot	FULL FORM	

client
 William Powell Investment Inc.
 and Dwight Powell Investment Inc.
 consultants

no.	revision	date	by

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reviewed by
 M.S.
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 1 August 2019
 scale
 1:200

drawing title
**Enhanced Swales
 Planting Plan**

drawing number
ESP-2
 project title
Powell Fencing Facility
 Park Road,
 Georgina, Ontario
 Regional Municipality of York
 project number
2018-029

ATTACHMENT 4
DS-2019-0120





Safe Roads Engineering / Powell Contracting Ltd.

Management Plan

Georgina Testing Facility

E/S Park Road, South of Highway 48, Sutton

August 2019



1.0 Introduction

Safe Roads Engineering (SRE) in partnership with Powell Contracting, Dwight Powell Investments Inc., and William Powell Investments Inc. are developing a concrete manufacturing facility, including the research and development of roadside safety products and training.

The location of the facility is on Park Road, south of Highway 48 in the Town of Georgina, Regional Municipality of York - See Map 1.

The development of the site is to occur in two phases: Phase 1 will consist of the research test track, including staging areas, and the westerly parking area – See Map 2; and, Phase 2 will consist of the construction of two buildings and a storage area – See Map 3.



MAP 1 – Areal Map with Location of Subject Outlined in Red.



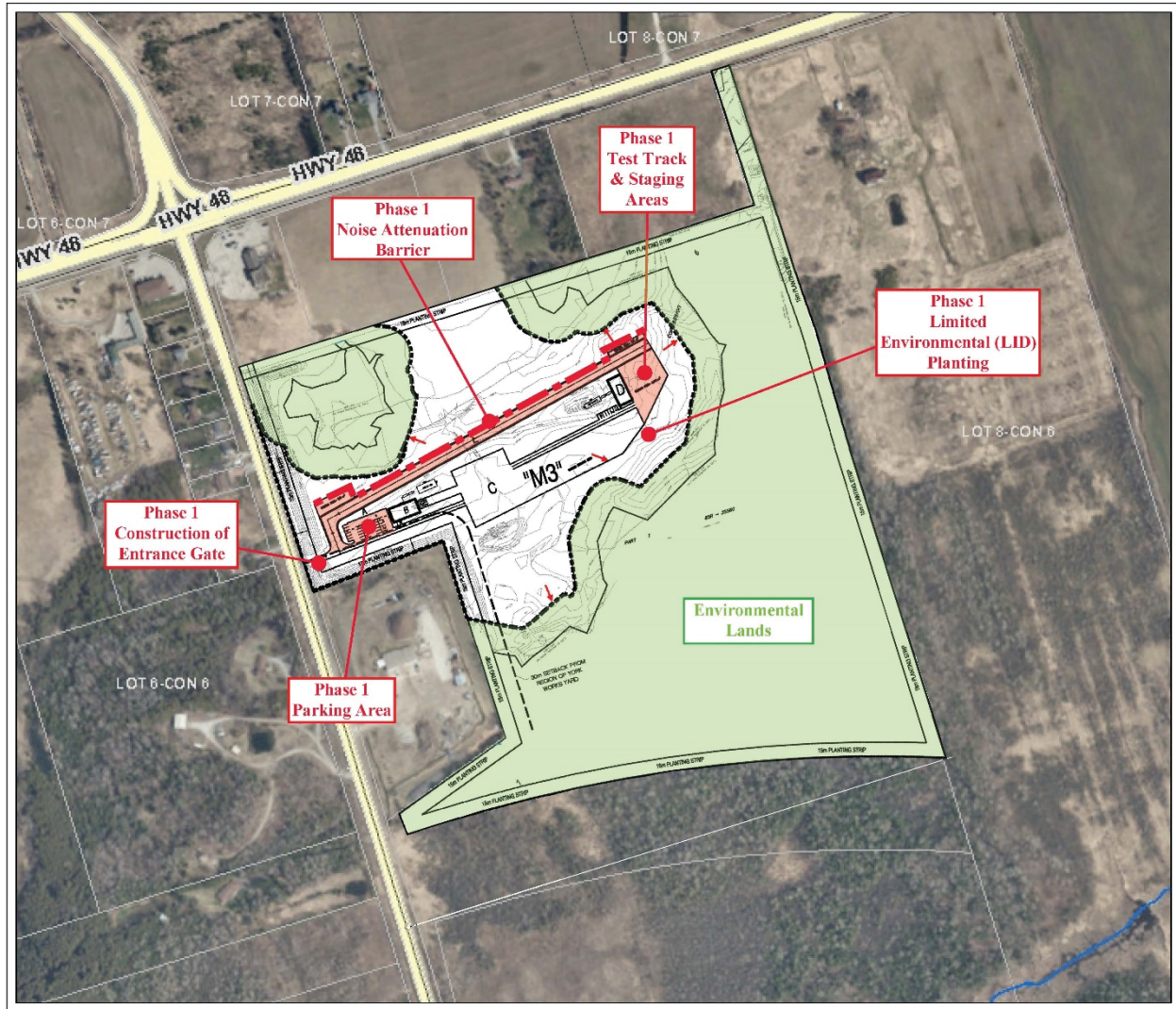
2.0 Current Planning Permissions

The proponent has met the requirements of the Town for a complete site plan application and has submitted the following studies, which may be reviewed at the Town. These studies address both Phases 1 and 2.

List of Studies for Site Plan Control Application Approval	
Studies Required at Time of Submission	Studies/Plans Prepared by Consultants in Support of Site Plan Control Application
1. Natural Heritage Evaluation	Niblett Environmental Associates, December 2018
2. Vegetation Protection, Enhancement and Restoration Plans	Mark Setter Associates, December 2018
3. Traffic Impact Study	C.F. Crozier, December 2018
4. Detailed Service Plan	C.F. Crozier, December 2018
5. Erosion and Sediment Control Plan including Construction Access	C.F. Crozier, December 2018
6. Grading and Drainage Plan	C.F. Crozier, December 2018
7. Stormwater Management Plan	C.F. Crozier, December 2018
8. On-site Traffic Management Plan	C.F. Crozier, December 2018
9. Geotechnical/Soils Report	Sirati & Partners, December 2018
10. Hydrogeological Evaluation	Sirati & Partners, December 2018
11. Air Emissions Study	DH Lyons
12. Dust Impact Study	DH Lyons
13. Noise Study	Valcoustics, December 2018
14. Vibration Study	Valcoustics, December 2018
15. Agricultural Impact Study	Planscape, December 2018
16. Elevation Plans	Steelway Building Systems, November 2018
17. Floor Plans	Steelway Building Systems, November 2018
18. Landscape and Open Space Plan	Mark Setter Associates, December 2018
19. Site Plan	Michael Smith Planning Consultants
20. Lighting Plan	eLumen Engineering, February 2019

The subject reports are available for review in the Development Services Department.

3.0 Phase 1 – RESEARCH TEST TRACK:



MAP 2 – Phase 1 Test Track shown in red (Environmental Features in green)

The research test track requires the installation of a paved track, staging area, and parking area. It is estimated that this construction will take about 2 months.

Phase 1 Components:

- Test track
- Staging Area
- Noise Barrier
- Parking Area



- Entrance Gate
- LID Landscaping

- **Noise Impact Mitigation**

The research test track component is a light industrial use. All testing shall be conducted during business hours (7:00am to 6:00pm). If testing is required outside of those hours, additional sound and light studies will be conducted to ensure that surrounding properties are not adversely affected.

The testing events will occur on average a couple of times a month and the point of collision between a vehicle and concrete barrier being tested will not last more than a few seconds, as with any vehicle crash on exterior roads.

The noise impact study prepared by Valcoustics concluded at Section 3.4, Page 6, that the noise resulting from the testing, known as an impulse noise source, are predicted to comply with the Provincial noise guidelines at all receptors (i.e. neighbouring properties). No mitigation is required.

At the request of the Town, a noise barrier 2.5 metres (8 foot) high noise barrier will be installed along the north side of the test track. The noise barrier will ensure that the noise levels at the test track are well within the Provincial acceptance levels for noise emissions.

Valcoustics also confirmed that any vibration impact on neighbouring properties would be within the acceptable limits of the Provincial guidelines.

- **Dust and airborne particle mitigation**

The research test track will be paved. After construction is completed there will be little, if any, dust or airborne particle impact on neighbouring properties. Damaged concrete barriers will be removed from site periodically and recycled off-site.

D.H. Lyons, which undertook the dust and airborne materials study, concluded that the Province's guidelines will not be exceeded.

- **Increased traffic impacts**

As noted, the operation of the research test track will take place typically not more than a couple of times a month. Traffic in and out of the site will be primarily employee or visitor vehicles. Larger vehicles will be on-site occasionally once construction is completed.

The traffic impact study by Crozier Engineering concludes at Section 9, page 7, that the Site Plan Application can be supported from a traffic operations perspective as the boundary road network has the capacity to effectively accommodate site generated trips while maintaining acceptable operations. Moreover, the site generated trips are minimal and has no material impact on the boundary road network operations.



- **Mitigation of Impacts on Water Table**

No concrete or gravel crushing is proposed on site and therefore there will be no significant drawdown on the water table. Given the proximity of the Provincially Significant Wetlands and York Region

Significant Woodlands and water balance studies are required by the Lake Simcoe Region Conservation Authority to ensure that the hydrogeological/hydrological functions of the environmental features are maintained. Feature based water balance assessment of the on-site natural features including woodlands and wetlands is being completed in order to identify potential changes to the natural features and identify mitigative measures where warranted. Water level and water quality monitoring will be completed for a period of a minimum of one year and up to three years to characterize any impacts on the woodland and wetlands due to the proposed works. A network of monitoring stations will be established, monthly monitoring completed and flow characteristics will be documented.

The Natural Heritage study by Niblett concluded at Section 6.1.2, pages 37/38 that with the required buffers and a landscaping plan, including groundwater infiltration, it is anticipated that there will be no significant negative effect on key natural heritage features or key hydrological features or functions.

Prior to testing, efforts will be made to remove toxic chemicals (i.e. fuel, coolant, oil) from the cars to the extent possible. Environmentally friendly coolants and oils will be used to the extent possible. If fuel is required in the vehicles, it will be kept to a minimum and fuel tanks will be inspected before and after testing for leaks. If leaks are found, a spill kit will be deployed immediately to contain and prevent the spill from entering the ditches. All testing is to take place on the paved surface to ensure that spills cannot enter the ground. Spill logs / socks can be arranged around the impact area if fuel is at risk of leaking.

A site alteration permit application for Phase 1 has been approved by the Lake Simcoe Region Conservation Authority.

- **Lighting Mitigation**

Lighting on-site will be located in the parking area in Phase 1 (and in proximity to the buildings in Phase 2). The lighting design by e-Lumen ensures there is no negative impact on the neighbouring properties or the on-site environmental features.

If artificial lighting is required for tests, care will be taken to ensure that the light is not directed towards any road, house, or neighbouring property. If necessary, vision screens will be setup to ensure no disturbance to surrounding properties.

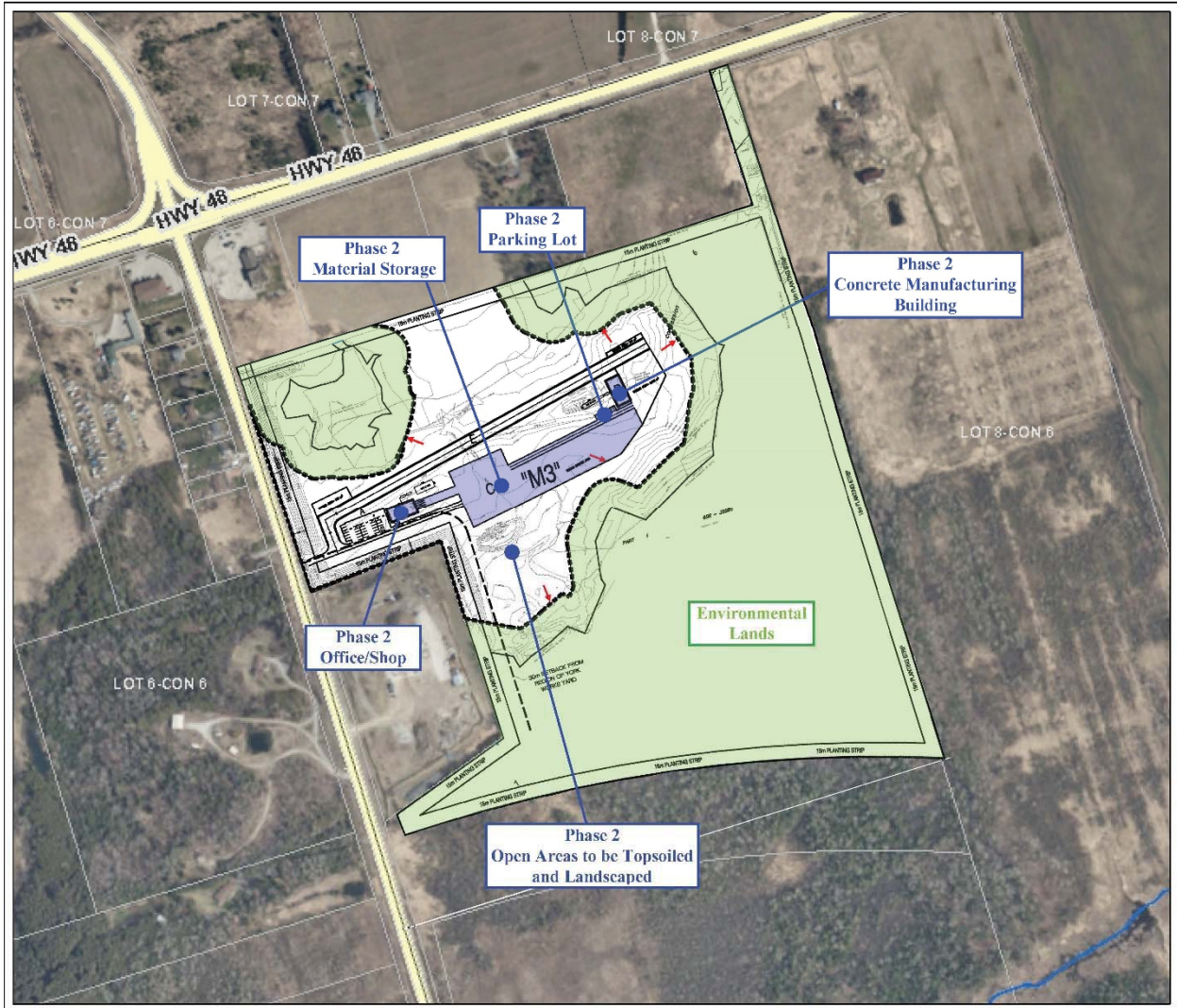
3.0 Phase 2 – CONSTRUCTION OF BUILDINGS AND STORAGE AREA:

Phase 2 is comprised of two buildings, one for office purposes, including research, at the west end of the site, and the other for concrete manufacturing, equipment storage and office purposes, at the east end of the site – See Map 3. There is no crushing of gravel or concrete proposed on-site. Liquid concrete (Ready Mix) will be delivered to the site and poured into barrier forms.



The level of impacts, if any, in Phase 2 will be the same or less than those in Phase 1. At such time as Phase 2 site plan approval is given, this Management Plan will be updated, if required.

Phase 2 will commence construction following an assessment of the monitoring of feature based water balance referred to above in “Mitigation of Impacts on Water Table”.



Map 3 – Phase 2 – proposed buildings and storage area

Phase 2 Components:

- West Building – office
- East Building – equipment storage and office
- East Parking Area
- Storage Area
- Open Areas to be Topsoiled and Landscaped



4.0 Contact Information

If you have questions during the site plan approval process please call Michael Smith, Planning Consultant at 905-478-2588 or by email michael@msplanning.ca.

During site construction and operations on-site please call Ben Powell, at 905-727-2518 or by email at ben@powell.ca.

Durisol® is the proprietary name of a durable, lightweight and cementitious composition. It is made of chemically neutralized and mineralized organic softwood shavings which are specially processed to an acoustically engineered size and are bonded together under pressure with Portland cement.

The material is sound-absorbent, noncombustible, vermin and rot proof. Durisol® is self-draining and highly resistant to weather exposure including: freeze-thaw, road de-icing chemicals and fungicides.

All Durisol® noise barrier systems are engineered in house, specifying the size for posts and the depth and diameter of footings. Standard steel posts or optional concrete posts can be accommodated.

STANDARD COLOURS



1004B NATURAL



1082D TAN



1538B GREY



02589 TAN



09187 GREY



11988 BROWN

*Use this palette as a guide only. Durisol's absorptive texture will offer a different more three dimensional look. It should also be noted that wall colours will vary during the day as they go from sun to part-sun to shade.

TYPICAL APPLICATIONS

- Roads and highways
- Bridges
- Acoustic enclosures
- Wind farms
- Hydro stations
- Residential developments
- Industrial and Commercial sites

PRODUCT FEATURES

- Lightweight
- Absorptive
- Noncombustible
- Vermin and rot proof
- Thermally insulating
- Freeze-thaw resistant



Search for us on the
How It's Made YouTube
channel.



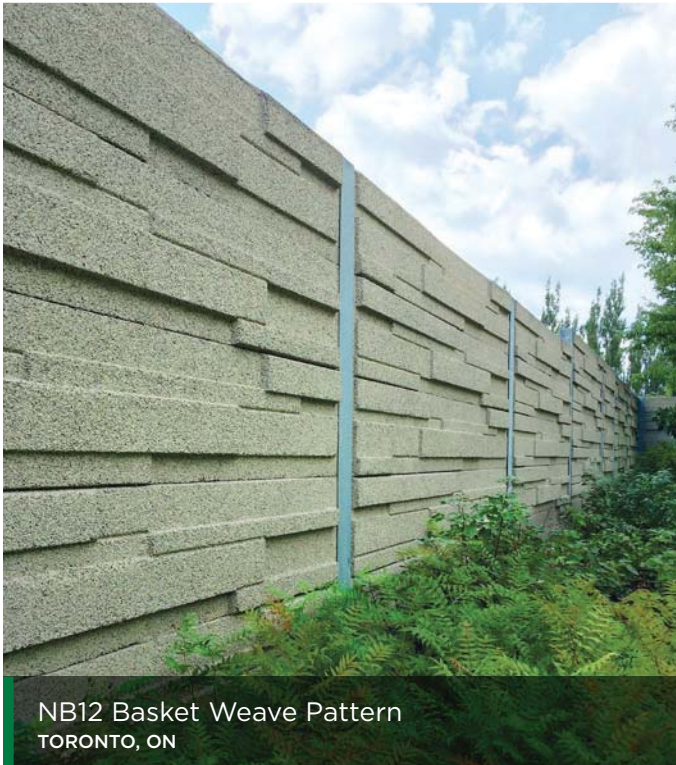
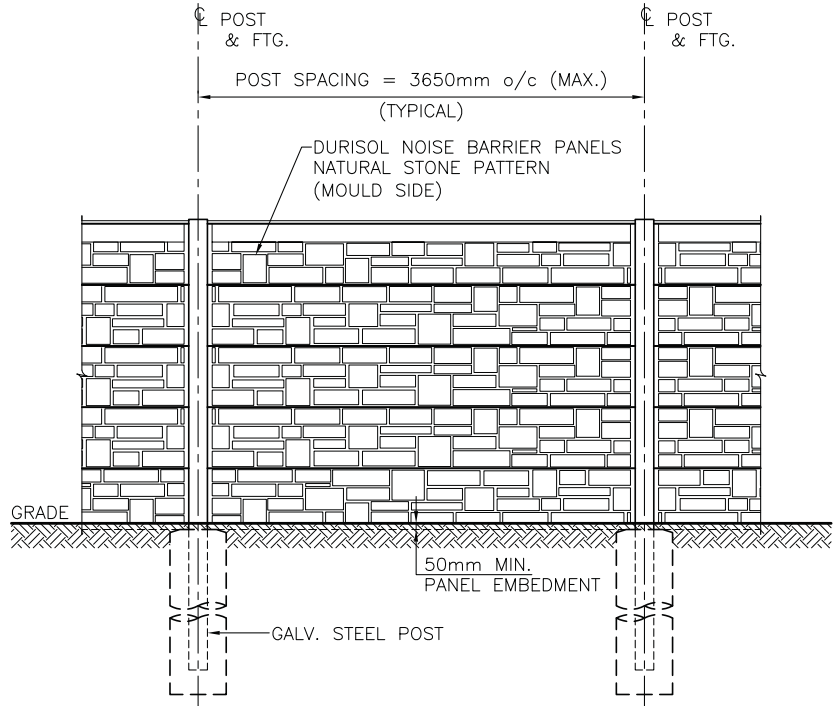
NB12 SYSTEM

The NB12 is a post and precast panel noise barrier system with standard centre-to-centre post spacing being 12ft (3.65m). The NB12 system can be engineered for wall heights up to 33ft (10m) or more. Panels are a standard 12ft (3.65m) long by 20in (0.5m) high.

The standard NB12 panel system is sound absorptive on both sides with an optional integrated traffic barrier. It can also incorporate single sided absorptive or reflective retaining wall panels or transparent elements.

The NB12 system is flexible in many ways. It is ideal for slope conditions, directional changes, and difficult site access situations. Precast panels can easily be modified for short bays on site.

Simplified Technical Drawing



NB15 SYSTEM

The NB15 is a post and precast panel noise barrier system with standard centre-to-centre post spacing being 15ft (4.57m). The NB15 system can be engineered for wall heights up to 43ft (13m) or more. Precast panels are a standard 15ft (4.57m) long by 18-48in (0.46-1.22m) high.

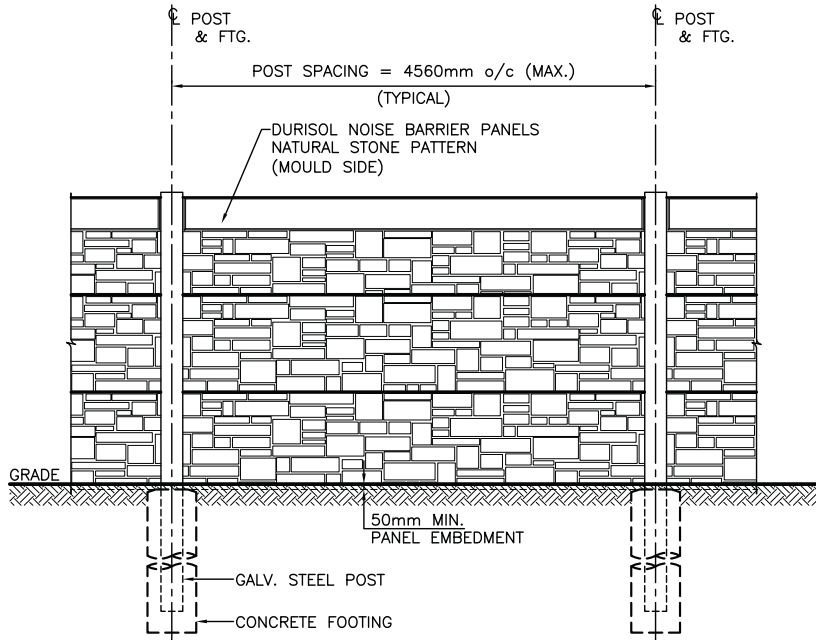
The standard NB15 system is noise absorptive on one or both sides. It can also incorporate transparent elements, and integrated retaining wall panels.

The NB15 system offers 20% fewer posts than the NB12 system, which can result in meaningful cost savings depending on soil conditions and other required wall system elements.

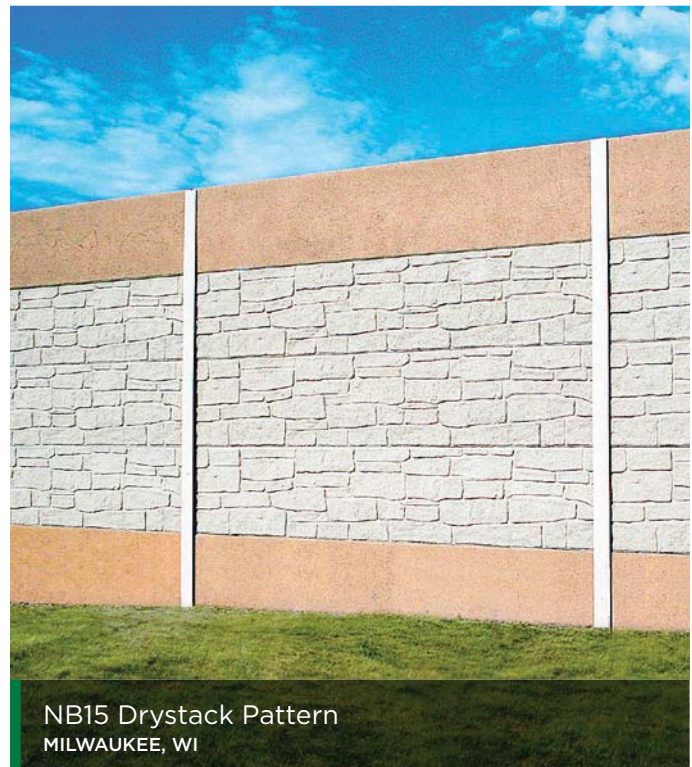


Durisol's NB15 system offers a **Durisol® FireStop System** – for more information, check out our **Utility Enclosures & Fire Rated Barriers Brochure**.

Simplified Technical Drawing



NB15 FireStop System



NB15 Drystack Pattern
MILWAUKEE, WI






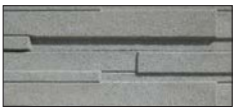
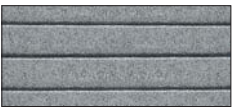








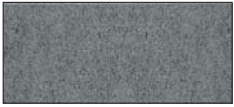


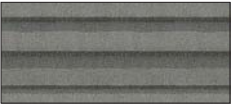







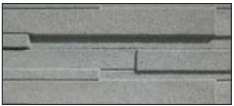












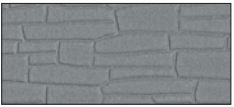

*Use this palette as a guide only. Durisol's absorptive texture will offer a different more three dimensional look. It should also be noted that wall colours will vary during the day as they go from sun to part-sun to shade.

PATTERNS AND TEXTURES

Production times may vary based on patterns and availability of moulds. Durisol also offers custom patterns - **please contact us for your custom pattern inquiries.**

MOULD SIDE

LID SIDE

NB12					
	PLAIN FLAT	NATURAL STONE	RIB	OTTAWA FLUTE	FLUTE
NB12					
	BASKET WEAVE	TRIPLE SPLIT	SINGLE SPLIT	VERTICAL SPLIT	
NB12					
	PLAIN FLAT	VERTICAL SPLIT	TRIPLE SPLIT	SINGLE SPLIT	ASHLAR BLOCK
NB12					
	ASHLAR 2 BLOCK				
NB15					
	PLAIN FLAT	NATURAL STONE	DRystack	SHIPLAP	LEDGE STONE
					
NB15	BOARD PATTERN	VERTICAL SPLIT	DOUBLE SPLIT	SINGLE SPLIT	5 SPLIT
					
	RIB	BASKET WEAVE			
NB15					
	PLAIN FLAT	NATURAL STONE	SINGLE SPLIT	DOUBLE SPLIT	5 SPLIT
NB15					
	VERTICAL SPLIT	DRystack			
NB24					
	PLAIN FLAT	NATURAL STONE	RIB	DRystack	
NB24					
	ROLLED ASHLAR	ROLLED DRystack	ROLLED BRICK		

ATTACHMENT 6
DS-2019-0120



PERMIT NO. GP.2019.110

Date: August 15, 2019

IN ACCORDANCE WITH ONTARIO REGULATION 179/06.

Permission has been granted to:

Owner: Dwight Powell Investment Inc.
Dwight Powell
180 Ram Forest Road
Gormley, ON L0H 1G0

Applicant: Michael Smith Planning Consultants
Michael Smith
19027 Leslie Street, Unit 200, Box 1010
Sharon, ON L0G 1V0

Location: Lot 7, Concession 6
Park Road
Town of Georgina, Regional Municipality of York
Roll No. 19700000404525000000

For the: construction of the portions of the site entrance, test track and staging areas and parking lot that fall within 120 m of an adjacent Provincially Significant Wetland as staked by the MNRF on September 15 2017 as shown on plans submitted and marked "approved" on the above property during the period of August 15, 2019 to December 31, 2019

Subject to the following conditions:

- a) All development subject to provincial, federal and municipal statutes, regulations and by-laws.
- b) This permit does not confer upon you any right to occupy, develop or flood lands owned by other persons or agencies.
- c) The applicant must maintain and comply with the local drainage requirements of the municipality.
- d) This permit is only valid provided that the current zoning permits this use and the development described above
- e) That all areas of exposed soil be stabilized immediately following construction.
- f) That sediment and erosion controls as shown on the attached plan be installed prior to the commencement of any works onsite. Silt controls are to be inspected after every rainfall event and maintained until all exposed areas have been stabilized in order to prevent silt from leaving the site or entering a watercourse or water body.
- g) That no grading or placing of fill occur on the lot except what is required for the proposed works as shown on the attached site plan.
- h) That all works taking place under this permit are for Phase 1 only.
- i) That a permit under Ontario Regulation 179/06 be obtained prior to construction for Phase 2 of the works.
- j) That all works are a minimum of 30 m from the PSW buffer as staked by MNRF on September 15 2017.

***NOTE:** The approved plans submitted with the application for this permit are hereby incorporated into and constitute part of this permit. Any construction, placement of fill or interference with a watercourse or body of water otherwise than in accordance with such plans, constitutes a breach of this permit which may then be revoked at the option of the Authority. In addition, any person responsible for such activity is liable to prosecution.

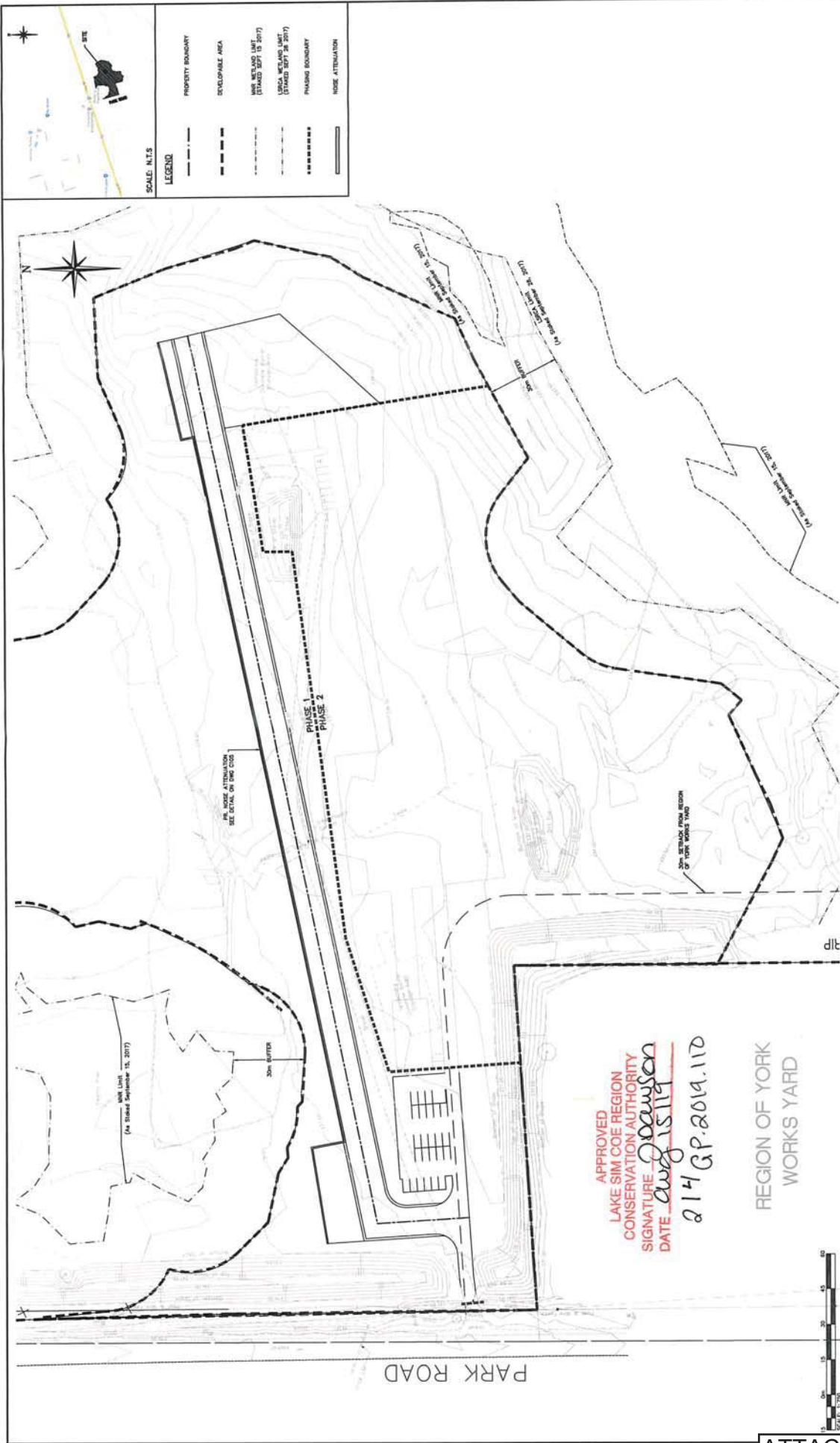
Landowner
Municipal Building Department
Municipal Engineering Department
File

Permit prepared by:

Jennifer Dawson,
Environmental Regulations Analyst

Permit approved by:

Beverley G. Booth, MSc, MCIP, RPP
Director, Regulations



<p>32 JONES STREET SW P.O. Box 1011 Dunwoody, GA 30338 www.crozier.com</p> <p>CROZIER CONSULTING ENGINEERS</p>		<p>LOT 7 CONCESSION 6 TOWN OF GEORGIA</p>		<p>DATE: 07/27/2018</p>	
<p>SCALE: N.T.S.</p>		<p>GENERAL PHASING PLAN</p>		<p>DATE: 07/27/2018</p>	
<p>LEGEND</p> <ul style="list-style-type: none"> PROPERTY BOUNDARY DEVELOPABLE AREA NEW WETLAND LIMIT (DATED SEPT 15, 2017) EXISTING WETLAND LIMIT (DATED SEPT 28, 2017) PHASING BOUNDARY NOISE ATTENUATION 		<p>APPROVED LAKE SIM COE REGION CONSERVATION AUTHORITY SIGNATURE: <i>[Signature]</i> DATE: 08/15/19</p>		<p>DATE: 07/27/2018</p>	
<p>30m BUFFER FROM REGION OF YORK WORKS YARD</p>		<p>REGION OF YORK WORKS YARD</p>		<p>DATE: 07/27/2018</p>	
<p>PARK ROAD</p>		<p>GEORGIA</p>		<p>DATE: 07/27/2018</p>	
<p>ATTACHMENT 7 DS-2019-0120</p>		<p>1657-5107 C100</p>		<p>DATE: 07/27/2018</p>	

SCALE: 1:1.5

30m BUFFER FROM REGION OF YORK WORKS YARD

REGION OF YORK WORKS YARD

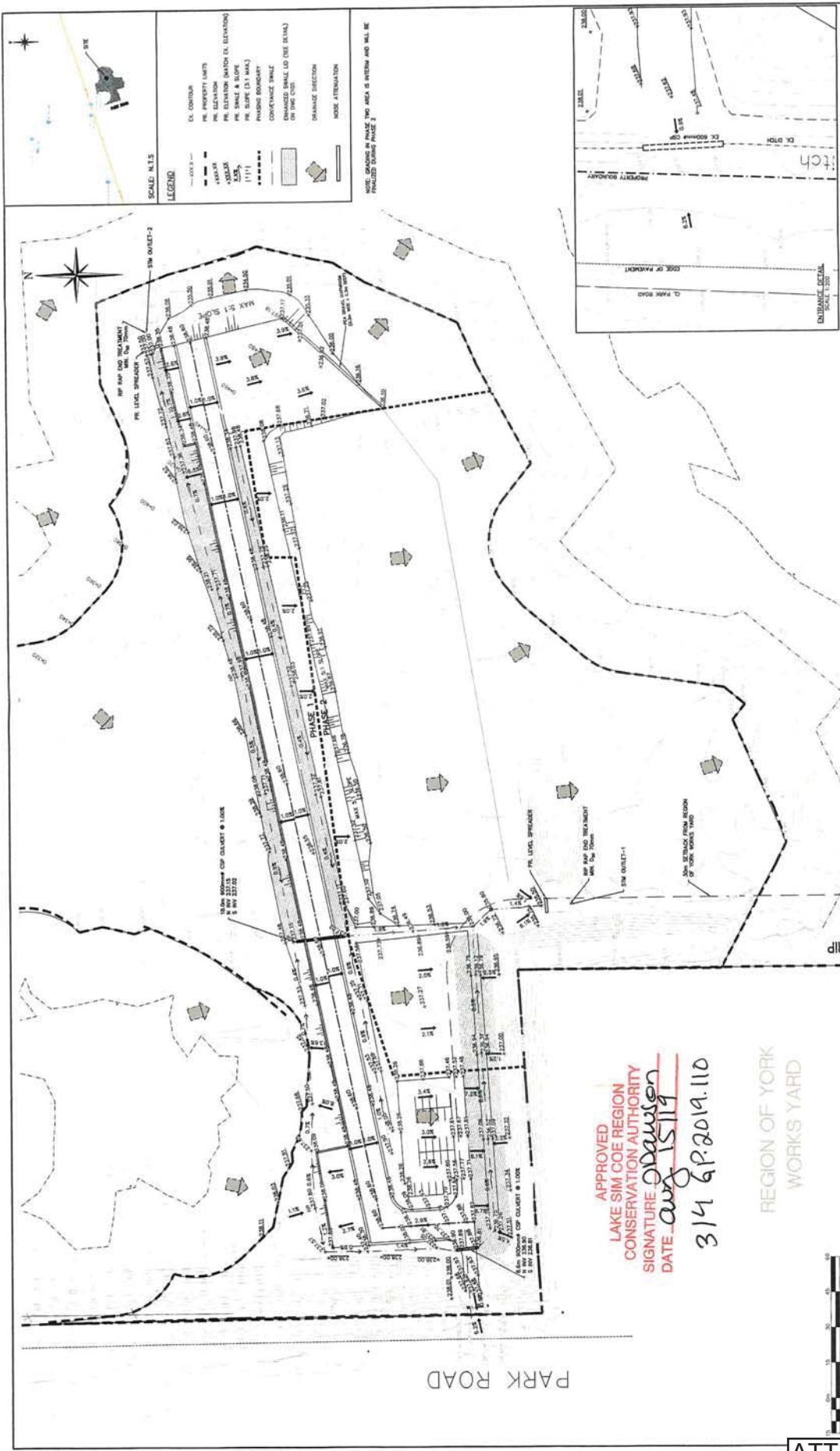
PARK ROAD

APPROVED
LAKE SIM COE REGION
CONSERVATION AUTHORITY
SIGNATURE: *[Signature]*
DATE: 08/15/19

214 GP.2019.110

ATTACHMENT 7
DS-2019-0120

1657-5107
C100



PARK ROAD

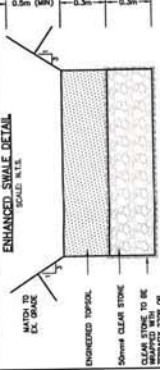
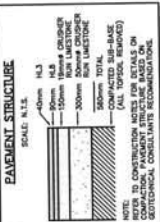
APPROVED
LAKE SIM COE REGION
CONSERVATION AUTHORITY
SIGNATURE *Opavson*
DATE aug 15 19
3/4 6P2019.110

REGION OF YORK
WORKS YARD

 <p>CROZIER CONSULTING ENGINEERS</p> <p>57 JOHN STREET WEST BARRINGTON ONT L3R 2H4 WWW.CROZIER.CA</p>		<p>LOT 7 CONCESSION 6 TOWN OF GEORGIA</p> <p>GENERAL GRADING PLAN</p>		<p>1657-5107 C101</p>	
<p>DATE: 10/20/19</p> <p>SCALE: 1" = 20'</p>		<p>DATE: 10/20/19</p> <p>SCALE: 1" = 20'</p>		<p>DATE: 10/20/19</p> <p>SCALE: 1" = 20'</p>	
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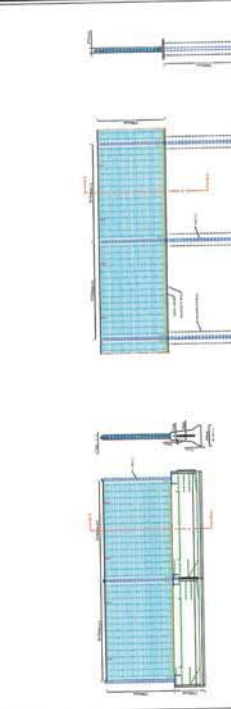
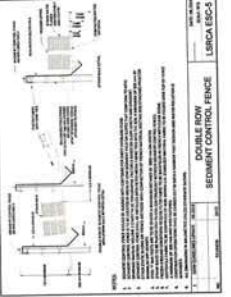
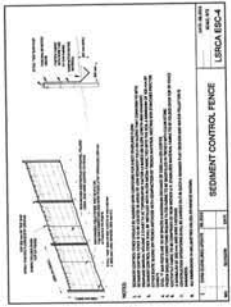
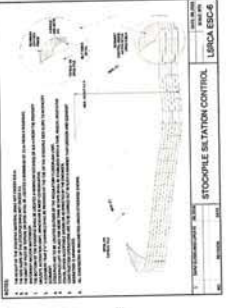
CONSTRUCTION NOTES

- A) GENERAL - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR BRIDGE CONSTRUCTION, LATEST EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- B) PARKING LOT AND ENTRANCES
- C) GRADING NOTES
- D) GENERAL SERVING NOTES
- E) SEDIMENTATION CONTROL
- F) MUD MAT
- G) MAINTENANCE AND OPERATION OF SEDIMENT CONTROLS



ENHANCED SWALE NOTE

1. ENHANCED SWALE MEDIA:
 - 150mm (6\"/>
2. PERMEATION RATE TO BE EQUAL TO OR GREATER THAN 20mm/hr
3. SWALE SHALL BE ESCARPED AND LANDSCAPE PLANT FOR ALL FINAL GRADING AND TOPWORK TREATMENT



APPROVED
LAKE SIM COE REGION
CONSERVATION AUTHORITY
SIGNATURE *[Signature]*
DATE Aug 13 2019

ATTACHMENT 7
DS-2019-0120

CROZIER CONSULTING ENGINEERS
5775 Lake Forest Parkway
P.O. Box 1311
Buckhead, GA 30316
WWW.CROZIER.COM

Scale: 1:1000
Date: 11/10/09
Sheet: 1657-5107
Project: 1657-5107
Client: C105

LOT 7 CONGRESSION 6
TOWN OF GEORGIA
STANDARD DETAILS & NOTES

No.	REVISION	DATE	BY	APP'D
1	ISSUED FOR THE SUBMISSION	12/17/2018		
2	ISSUED FOR THE SUBMISSION	08/25/2019		



BENCHMARKS
ELEVATION 27.078

THIS DRAWING IS THE EXCLUSIVE PROPERTY OF C.E. CROZIER CONSULTING ENGINEERS. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CROZIER CONSULTING ENGINEERS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, AND LOCATIONS ON THE DRAWING BEFORE CONSTRUCTION. THIS DRAWING IS TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. ALL EXISTING AND PROPOSED UTILITIES TO BE SHOWN IN ACCORDANCE WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.

THE CORPORATION OF THE TOWN OF GEORGINA

POWELL TEST TRACK

Test Track for Concrete Barriers and Parking Area

Part Lot 7 Concession 6 (G),
Roll Number: 040-452
E/S Park Road, Georgina

DEVELOPMENT AGREEMENT

INDEX TO THE AGREEMENT

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THIS DEVELOPMENT AGREEMENT made in duplicate, this th day of , 2019.

B E T W E E N:

DWIGHT POWELL INVESTMENT INC., a company duly incorporated under the laws of the Province of Ontario,

hereinafter called the "OWNER"

OF THE FIRST PART:

AND -- **WILLIAM POWELL INVESTMENT 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**

hereinafter called the "TOWN"

OF THE THIRD PART:

WHEREAS the Owner has represented to the Town that it is the Owner of the lands described in Schedule "A" hereto ("the Lands"), as stated in the Solicitor's Certificate attached to this Agreement as Schedule "B";

AND WHEREAS the Owner proposes to develop the Lands for purposes of an asphalt test track and parking area.

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 the parties hereto the said parties covenant and agree, each with the other, as follows:

PART I. DEFINITIONS AND SCOPE

1.1 Definitions

In this agreement:

- a) **"Acceptance"** means the date upon which Works have been completed to the satisfaction of the Director all in accordance with this Agreement.
- b) **"Agreement"** means this Development Agreement.
- c) **"Consultant"** means the Owner's Consultant identified in Part XIII.
- d) **"Director"** means the Town's Director of Development Services Department of the Town of Georgina or his/her designate.
- e) **"Engineer"** means a Professional Engineer retained by the Owner.
- f) **"Full Development"** means the Works as defined herein, and the proposed concrete manufacturing facility, office building(s), additional asphalt areas, and associated stormwater management, landscaping, which are commonly referred to as "Phase Two".
- g) **"Lands"** means the lands and premises described in Schedule "A".
- h) **"Owner"** means the registered owner(s) of the Lands.
- i) **"Security"** means the security and deposit referred to in Part X and Schedule "E".
- j) **"Town"** means The Corporation of the Town of Georgina.
- k) **"Region"** means The Regional Municipality of York.
- l) **"Works"** means the proposed test track, parking area, stormwater management features, landscaping, and noise barrier fence

described in Schedule "D", and referred to as "Phase One" of the Full Development.

1.2 Lands Affected

This Agreement applies to the Lands, which lands are described in Schedule "A".

1.3 Scope of Agreement

This Agreement shall define the obligations and duties of the Owner with respect to the development approval granted for the Lands affected, and, shall include the installation, construction, repair and maintenance obligations of the Owner pertaining to the plans and specifications approved by the Town as set forth in Schedule "C" attached hereto. The proposed Works are a test track, parking area, stormwater management features, noise barrier fence, and landscaping of the site, referred to as "Phase One" of the Full Development. It is understood that Phase 2 of the Full Development is not covered by this Agreement. A new Agreement or an amendment to this Agreement shall be required prior to the construction of Phase 2.

PART II. LANDSCAPE PLAN & NOISE BARRIER FENCE

The Owner agrees to carry out the planting of all trees, shrubs, topsoil and seed, and the erection of the noise barrier fence shown on the plans listed in Schedule "C" hereto, and further to maintain all planting and fencing in a healthy and satisfactory condition. Noise barrier fence to be coloured as per the approved drawings.

PART III. INCOMPLETE OR FAULTY WORK

In the event that the Director deems that the Works are not being proceeded with in accordance with the plans listed in Schedule "C" to this Agreement and specifications, then the Director may, at the expense of the Owner, take such steps as the Director deems necessary to complete such work upon giving the Owner seven (7) days' notice in writing of his intention to do so. The Town may recover such expenses by drawing on the Letter of Credit or cash security posted pursuant to this Agreement.

Where the Security is insufficient to cover the costs, in addition to and without prejudice to any other rights which it may have pursuant to this Agreement or otherwise at law, the Town may recover the amount of any shortfall in like manner as municipal taxes pursuant to Section 446 of the *Municipal Act, 2001*, S.O. 2001, c25, as amended.

In the event of any undertaking by the Town as aforesaid, it is understood and agreed between the parties hereto that such undertaking shall be as agent of the Owner and shall not be deemed for any purpose whatsoever as an acceptance or assumption of any portion of the Works by the Town.

PART IV. ACCEPTANCE OF THE WORKS & SECURITY RELEASE

Following completion of all of the Works, the Owner shall cause the Engineer / Consultant to submit his/her Certificate of Completion to the Director. The Certificate of Completion shall detail that all the Works were completed as per the approved drawings. The security will be released following the Full Development of the Lands, which includes Phase Two of the development, or at the discretion of the Director. Security release will be in accordance with the procedures as per the Town's Development Design

Criteria, as amended.

PART V. COMMENCEMENT OF CONSTRUCTION

The Owner shall give the Town seven (7) days' notice in writing prior to the date upon which construction shall commence.

PART VI. TIME LIMIT FOR COMPLETION OF WORKS

The Owner shall complete the construction and installation of all of the Works within one (1) year of the date of this Agreement.

PART VII. CONSTRUCTION ACT

The Town shall forthwith give the Owner notice of any liens filed against the Town pursuant to the *Construction Act* with respect to the Works. If, within ten (10) days of its receipt of such notice, the Owner has failed to discharge or vacate said lien to the Town's satisfaction, the Town may do so at the Owner's expense, and the Owner shall be deemed to be in default under this Agreement.

Following completion of all of the Works, the Owner shall cause the Consultant to submit to the Director a Statutory Declaration of the Owner that it has paid all accounts relating to its obligations herein and complied fully with the provisions of the *Construction Act*.

PART VIII. LIABILITY INSURANCE

Prior to execution of this Agreement by the Town, the Owner shall provide to the Town:

- a) General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) in a form satisfactory to the Town, including but not limited to coverage for bodily injury including death, personal injury, property damage including loss of use thereof, a non-owned automobile liability. The policy shall contain a cross liability/severability of interest clause, and the Town shall be named as an additional insured.
- b) All policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- c) In the event that the Owner fails to maintain insurance as required the Town shall have the right to issue a Stop Work Order.
- d) Evidence of insurance must be satisfactory to the Town and shall be provided prior to the signing of the Agreement and shall remain in effect until such time as final acceptance by the Town.
- e) The Owner may be required to provide and maintain additional insurance coverage(s), related to this Agreement, as reasonably determined by the Town.

PART IX. INDEMNIFICATION

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

PART X. SECURITY AND MAINTENANCE

Prior to execution of this Agreement, the Owner shall provide the security and deposit ("Security") as set out in Schedule "E".

The Town may draw on the Security from time to time, in whole or in part, in order to recover any costs incurred by the Town pursuant to this Agreement. In the event that the Town draws upon any Security it holds, the Owner shall immediately replace the same to its full amount.

The Owner and its successors in title shall maintain, during their respective periods of ownership of the Lands, all of the Works provided for in this Agreement free from defects, and repair or rectify any defects which may occur to the Works on the Lands. Without limiting the generality of the foregoing, this shall include snow clearing and removal from sidewalks, stormwater management features, driveways and parking areas, noise barrier fence, freestanding signs, all landscaping including lawn maintenance, shrubbery and trees and replacement of same when necessary.

PART XI. FINANCIAL PAYMENTS

11.1 Payments to the Town

The Owner shall pay to the Town the amounts set out in Schedule "E" (Summary of Payments and Security) hereto. The Owner further acknowledges the Town's right and requirement to assess levies on the Lands.

11.2 Tax Arrears

The Owner shall pay all arrears of taxes outstanding against the Lands prior to the execution of this Agreement by the Town.

11.3 Designated Charges and Imposed Rates

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

11.4 Registration on Title

Upon registration of this Agreement, the Owner agrees to pay the Town's reasonable legal fees associated with the negotiation, preparation, approval and registration of this Agreement. Such costs shall be invoiced by the Town to the Owner and shall be paid within twenty-one (21) days of the mailing of such invoice to the Owner.

PART XII. MANAGEMENT PLAN

The Owner agrees to provide a Management Plan complete with detailed construction schedule outlining the Works noted above, complete with phasing plan for review and approval prior to the execution of

this Agreement by the Town. The Management Plan is to include the Owner's contact information, ongoing monitoring, and to address noise, dust, vibration, and traffic related concerns.

PART XIII. NAME AND ADDRESS OF OWNER, CONSULTANT, ENGINEER, AND TOWN

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:

Owner: Dwight Powell Investment Inc.
123 Road Road
Toronto, Ontario M4A 1X9
Attention: Dwight Powell
Phone: (416) 555 1234 x 1234
Email: Dwight@powell.ca

Owner: William Powell Investment Inc.
123 Road Road
Toronto, Ontario M4A 1X9
Attention: Dwight Powell
Phone: (416) 555 1234 x 1234
Email: William@powell.ca

Consultant: C.F. Crozier & Associates Inc.
57 John Street West
Bradford, Ontario L3Z 2B4
Attention: Geoff Masotti
Phone: (905) 952 3111
Email: gmasotti@cfcrozier.ca

Town: The Corporation of the Town of Georgina
26557 Civic Centre Road
Keswick, Ontario L4P 3G1
Attention: Town Clerk
Phone: 905-476-4301

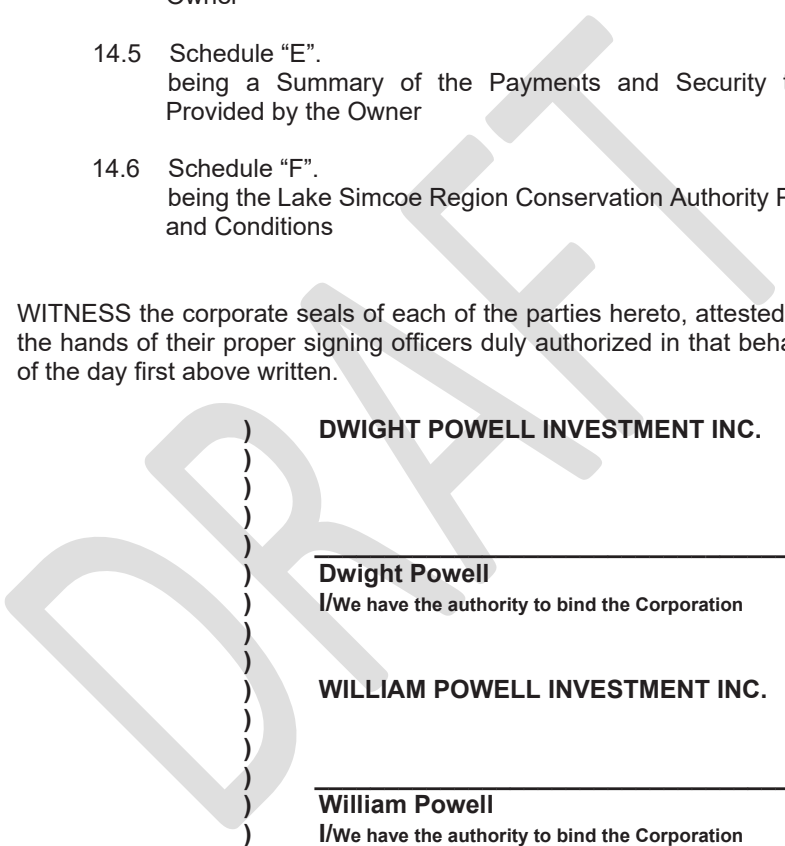
or such other address of which the Owner has notified the Director in writing. Any such notice mailed or delivered by courier or facsimile transmission shall be deemed to have been given on the day and at the time of personal delivery or facsimile transmission, if delivered or transmitted prior to 5:00 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 (5th) business day following posting.

PART XIV. SUMMARY OF SCHEDULES

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

- 14.1 Schedule "A",
being the Legal Description of the Lands
- 14.2 Schedule "B",
being the Solicitor's Certificate of Ownership of the Lands
- 14.3 Schedule "C",
being a List of Approved Plans and Drawings
- 14.4 Schedule "D",
being a Summary of the Works to be Constructed by the Owner
- 14.5 Schedule "E".
being a Summary of the Payments and Security to be Provided by the Owner
- 14.6 Schedule "F".
being the Lake Simcoe Region Conservation Authority Permit and Conditions

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



) **DWIGHT POWELL INVESTMENT INC.**
)
)
)
)
) _____
) **Dwight Powell**
) I/We have the authority to bind the Corporation
)
) **WILLIAM POWELL INVESTMENT INC.**
)
)
)
) _____
) **William Powell**
) I/We have the authority to bind the Corporation
)
) **THE CORPORATION OF THE**
) **TOWN OF GEORGINA**
)
)
) _____
) **Margaret Quirk, Mayor**
)
)
) _____
) **Rachel Dillabough, Town Clerk**
) I/We have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

THOSE CERTAIN LANDS situate in the Town of Georgina (formerly the geographic Township of North Gwillimbury), in the Regional Municipality of York and being composed of the following:

Part of Lot 7, Concession 6(g), also described as Part 1, 65R-35560.

Municipal Addresses: E/S Park Road, south of Highway 48

Municipal Assessment No.: 040-452

DRAFT

SCHEDULE "B"

**THE SOLICITOR'S CERTIFICATE OF OWNERSHIP
OF THE LANDS**

(TOWN TO insert on PDF'd version)

DRAFT

SCHEDULE "C"

LIST OF APPROVED PLANS AND DRAWINGS

The Owner covenants and agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the following plans/drawings:

Drawings:

- ESP-0: Context Plan Enhanced Swales, Mark Setter Associates Ltd.
- ESP-1: Enhanced Swales Planting Plan, Mark Setter Associates Ltd.
- ESP-2: Enhanced Swales Planting Plan, Mark Setter Associates Ltd.
- LD-1: Landscape Notes & Details, Mark Setter Associates Ltd.
- C100: General Phasing Plan, C.F. Crozier & Associates
- C101: General Grading Plan, C.F. Crozier & Associates
- C102: Sediment and Erosion Control Plan, C.F. Crozier & Associates
- C103: Pre Development Drainage Plan, C.F. Crozier & Associates
- C104: Post Development Drainage Plan, C.F. Crozier & Associates
- C105: Standard Notes and Details

Reports:

- Stormwater Facility Operation & Maintenance Manual, C.F. Crozier & Associates
- Servicing & Stormwater Management Implementation Report, C.F. Crozier & Associates

SCHEDULE "D"

SUMMARY OF THE WORKS TO BE CONSTRUCTED BY THE OWNER

Construction of the site facilities and services shown on the plans/drawings listed in Schedule "C", as per the approved drawings, reports, and specifications, and to the satisfaction of the Director, including the following:

1. Supply, install, and maintenance of all asphalt laneways, parking areas, and driveways.
2. Supply, install, and maintenance of the noise barrier fence along the length of the test track facility.
3. Supply, install, and maintenance of the stormwater management features including swales, infiltration trenches, and culverts.
4. Remediation of all disturbed areas with minimum 150 mm topsoil and seed mix as approved by the LSRCA and Town.
5. Supply, install, and maintenance of all landscaping, trees, shrubs, topsoil, sod, seed mix, and other related features.
6. Supply, install, maintenance, and removal of all temporary construction fencing, mud mat, silt and erosion control measures.
7. All disturbed areas within the Town's and Region right-of-ways shall be restored to the satisfaction of the Director and York Region respectively.

SCHEDULE "E"

SUMMARY OF PAYMENTS AND SECURITY TO BE PROVIDED BY THE OWNER

The Owner agrees to pay the following amounts and provide the following security to the Town:

PAYMENTS:

1. **Legal Costs**

All Town incurred legal fees associated with the processing of any application at any stage, including, but not necessarily limited to, the registration, review and/or preparation of any related documents, agreements, etc. shall be paid in full by the Owner, plus an additional 15% administrative fee.

2. **Site Plan Inspection Fee**

The Owner shall pay the Site Plan Inspection fee of \$4,000 as per By-law No. 2018-0074 (PL-7), as amended.

3. **Tax Arrears**

As per clause 16.2 of this Agreement, the Owner shall pay all arrears of taxes outstanding against the property herein described, prior to the execution of this Agreement by the Town. As of the date of printing of this Agreement the subject lands are not in Tax Arrears.

4. **Agreement Preparation Fees**

The Owner shall pay the Site Plan Agreement Preparation Fee as per By-law 2018-0074 (PL-7), as amended.

SECURITIES:

1. **Site Improvement Security**

Prior to execution of this Agreement by the Town, the Owners shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owners' option, a cash deposit in the amount of **50% of the estimated cost to supply and install the noise barrier fence, and all landscaping trees, shrubs, topsoil and seed**. This shall be retained until acceptance and completion of the full development of the site including Phase 2 Works, or to the satisfaction of the Director of Development Services. The security shall be used to ensure the Works are constructed as per the approved drawings, or as road fouling and repair.

SCHEDULE "F"

**LAKE SIMCOE REGION CONSERVATION AUTHORITY PERMIT AND
CONDITIONS**

TOWN TO INSERT ONCE RECEIVED

DRAFT