

THE CORPORATION OF THE  
TOWN OF GEORGINA



SITE PLAN REVIEW COMMITTEE  
OF COUNCIL

AGENDA

Tuesday, February 26, 2019  
7:00 p.m.

# THE CORPORATION OF THE TOWN OF GEORGINA

## SITE PLAN REVIEW COMMITTEE OF COUNCIL AGENDA

Tuesday, February 26, 2019  
7:00 p.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 4**

#### Site Plan Control Approval Application

Owner: 1) The Regional Municipality of York (57 Lorne Street)  
2) MSR Lalu Jackson's Point Inc. (20 Bonnie Boulevard)  
Agent: JKO Planning Services Inc., c/o Jim Kotsopoulos  
Proposal: York Regional Police Marine Unit  
Location: 1) 57 Lorne Street, Jackson's Point  
2) 20 Bonnie Boulevard, Jackson's Point  
Town Files: B.1.364.2 / Roll Nos. 082-193 & 082-193-04

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2019-0003

### **RECOMMENDATIONS:**

1. That the Site Plan Review Committee of Council receive Report DS-2019-0003 prepared by the Development Engineering Division, Development Services Department dated February 26, 2019 respecting applications for site plan approval to facilitate the construction of the York Region Police Marine Unit.

2. That the site plan application including all plans and drawings submitted on behalf of the Regional Municipality of York for the construction of a York Region Police Marine Unit, parking lot, boathouse, boat launch, boat slips and dock, and having a municipal address of 57 Lorne Street be approved at such time as the following conditions are fulfilled:
  - i. The Owners shall provide security in the amount of \$25,000.00 to guarantee completion of all works and as a road fouling deposit, all to the satisfaction of the Town of Georgina.
  - ii. The Owners shall provide the Town of Georgina with a liability insurance policy in the amount \$5 million naming the Town as co-insured party all to the satisfaction of the Town of Georgina.
  - iii. The Owners shall satisfy the requirements of all municipal departments and other agencies having jurisdiction.
  - iv. The Owners shall enter into a Site Plan Agreement with the Town agreeing to satisfy all municipal requirements, financial and otherwise.
  - v. All conditions must be satisfied by February 26, 2020.
3. That the Owner be required to provide final designs for the murals proposed for the south side of the York Regional Police Marine Unit for approval by the Director of Recreation and Culture.
4. That the Owner shall be required to consult with the Director of Recreation and Culture to finalize the design/content and location of the signage that will be installed in Bonnie Park to commemorate the heritage of the Jackson's Point Harbour.
5. That the Site Plan Review Committee of Council authorize The Director of Development Services to make minor revisions to the site plan 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-2019-0003**

**FOR THE CONSIDERATION OF  
SITE PLAN REVIEW COMMITTEE OF COUNCIL  
FEBRUARY 26, 2019**

**SUBJECT: APPLICATIONS FOR SITE PLAN APPROVAL  
PROPOSED YORK REGION POLICE MARINE UNIT  
MUNICIPAL ADDRESS – 57 LORNE STREET - JACKSON'S POINT**

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**1. RECOMMENDATIONS:**

- 1. That the Site Plan Review Committee of Council receive Report DS-2019-0003 prepared by the Development Engineering Division, Development Services Department dated February 26, 2019 respecting applications for site plan approval to facilitate the construction of the York Region Police Marine Unit.**
- 2. That the site plan application including all plans and drawings submitted on behalf of the Regional Municipality of York for the construction of a York Region Police Marine Unit, parking lot, boathouse, boat launch, boat slips and dock, and having a municipal address of 57 Lorne Street be approved at such time as the following conditions are fulfilled:**
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  - ii. The Owners shall provide the Town of Georgina with a liability insurance policy in the amount \$5 million naming the Town as co-insured party all to the satisfaction of the Town of Georgina.**
  - iii. The Owners shall satisfy the requirements of all municipal departments and other agencies having jurisdiction.**
  - iv. The Owners shall enter into a Site Plan Agreement with the Town agreeing to satisfy all municipal requirements, financial and otherwise.**
  - v. All conditions must be satisfied by February 26, 2020.**
- 3. That the Owner be required to provide final designs for the murals proposed for the south side of the York Regional Police Marine Unit for approval by the Director of Recreation and Culture.**

4. That the Owner shall be required to consult with the Director of Recreation and Culture to finalize the design/content and location of the signage that will be installed in Bonnie Park to commemorate the heritage of the Jackson's Point Harbour.
5. That the Site Plan Review Committee of Council authorize The Director of Development Services to make minor revisions to the site plan 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 of Council (SPRC) with staff's analysis and recommendations respecting this application for site plan approval.

3. **PROPOSAL:**

**OWNER/APPLICANT:**

- 1) The Regional Municipality of York (57 Lorne Street)
- 2) MSR Lalu Jackson's Point Inc. (20 Bonnie Boulevard)

**AGENT:** JKO Planning Services Inc. (Jim Kotsopoulos)

**PROPERTY DESCRIPTION** (refer to Attachments 1, 2 & 3):

- |   |  |
|---|--|
| 1) 57 Lorne Street<br>Jackson's Point<br>Roll: 082-193-04 | 2) 20 Bonnie Boulevard<br>Jackson's Point<br>Roll: 082-193 |
|---|--|

**FILE NUMBER:** B.1.364 – Site Plan Application

In 2017 the Regional Municipality of York purchased a portion of the former Bonnie Boats Marina property to facilitate the construction of the York Region Police Marine Unit (YRPMU). The YRPMU will consist of an office, garage, boathouse, dockage, boat launch and parking lot for use by the York Region Police. The footprint of the building is approximately 780 m<sup>2</sup> and the building will have a maximum height of 9.7 metres from finished grade. The site will have a total of 9 parking stalls including 1 barrier free visitor parking stall. The proposed building will be serviced by municipal sanitary and water services. The proposed site plan is provided as Attachment 3.

As illustrated in Attachment 3, the office and garage portion of the building will be located within the limits of the property municipally known as 57 Lorne Street. The Region of York has secured an easement over a portion of the property known as

20 Bonnie Boulevard for the boathouse component of the YRPMU.

Both 57 Lorne Street and 20 Bonnie Boulevard are identified as a Redevelopment Opportunity Area in the Sutton / Jackson's Point Secondary Plan. It is anticipated that this area will be planned to accommodate mixed density uses, a hotel, associated marine facilities and public open space for the enjoyment of residents and visitors. The two properties are zoned Tourist Commercial (C5) which provides for a variety of non-residential uses including a police station. In this regard, the proposed use of the property maintains the intent and purpose of both the Secondary Plan policies and Zoning By-law 500.

A Minor Variance application was submitted by the Owners to request relief from various provisions of Zoning By-law 500. The decision to approve the requested relief as outlined in Report DS-2018-0075 was rendered by the Committee of Adjustment on June 11, 2018. The decision was appealed to the Local Planning Appeal Tribunal (LPAT) (Case Nos. PL180683 and PL180684). The LPAT dismissed the appeal on December 17, 2018, and the minor variances are now in force and effect.

These variances are reflective of the narrow configuration of the property and to address the fact that the Marine Unit will straddle the lot line in order to facilitate the construction of the boathouse portion of the facility.

#### **4. PUBLIC NOTICE AND ENGAGEMENT:**

##### **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.

##### **B) Non-Legislated**

Although the Planning Act does not require a statutory public meeting, the Town recognizes the high level of public interest in this development and provided a copy of the notice of the Site Plan Review Committee meeting to all those members of the public who have expressed an interest in the process and that have registered as an interested party to the previous Minor Variance Application. Notice of the Site Plan Review Committee meeting has also been published on the Town's website and on the Town Page of the Georgina Advocate. Residents within a 400 foot radius of the property have also been circulated a copy of the notice.

Staff note that in accordance with Section 41 of the Planning Act there are no appeal rights with respect to the decision of the approval authority (the Town) of a site plan control application, except by the applicant.

## 5. **ANALYSIS:**

An application for Site Plan approval dated January 12, 2018 was received by the Town of Georgina for the construction of an office/administration building, garage, boathouse, parking lot, boat launch, dockage.

The following materials were submitted in support of the Site Plan Application:

- Architectural Plans, by Onespace Unlimited Inc. Architecture + Interior Design
- Architectural Plans, by Studio Arriojas Architecture
- Architectural Exhibits, by Onespace Unlimited Inc. Architecture + Interior Design
- Architectural Exhibits, by Studio Arriojas Architecture
- Civil Engineering Plans, by Lithos Group Inc.
- Functional Servicing and Stormwater Management Report, by Lithos Group Inc.
- Landscape and Open Space Plans, by Marton Smith Landscape Architects
- On-Site Traffic Management and Control Plan, by JD Northcote Engineering Inc.
- Lighting Plan, by Lithos Group Inc.
- Natural Heritage and Impact Assessment Study, by Golder Associates Ltd.
- Lake Simcoe Protection Plan Conformity Analysis, by Golder Associates Ltd.
- Archaeological Assessment, by Golder Associates Ltd.
- Interpretative Strategy and Implementation Plan, by Golder Associates Ltd.
- Interpretative Strategy Plan, by DMCC
- Preliminary Geotechnical Investigation, by Golder Associates Ltd.
- Coastal Engineering Report, by Shoreplan Engineering Limited
- Phosphorus Budget Report, by Hutchinson Environmental Sciences Ltd.
- Highly Vulnerable Aquifer Assessment, in consultation with York Region

This application was circulated to all internal Town Departments and the external agencies noted below:

- Ministry of Natural Resources and Forestry (MNRF)
- Fisheries and Oceans Canada (DFO)
- Lake Simcoe Region Conservation Authority (LSRCA)
- Regional Municipality of York (Region)
- Southlake Regional Health Centre
- Bell Canada
- Regional Municipality of York

A summary of the comments provided by various internal and external agencies are provided below:

### URBAN AND ARCHITECTURAL DESIGN REVIEW:

The proposed YRPMU facility combines the functions of a police station with a dedicated boat house and launch facility. The respective components of the building reflect these functions. The front façade of the building will be oriented and address

the Lorne Street frontage. Throughout the design review process staff have worked with the YRP and their architectural and urban design consultant to affect a number of positive refinements to the building and site design. These revisions were required in order to improve the overall aesthetics of the facility and to reflect the location and context of the site within the Jackson's Point Harbourfront Redevelopment Plan area.

These revisions included: modifications to the building elevations in order to add physical relief to the exterior walls; and, enhanced building materials and colouring to reduce the visual impact of the building massing to the adjacent neighborhood.

#### HERITAGE CONSIDERATIONS:

As a result of the Heritage Committee's request to place the former Bonnie Boats Marina property and Bonnie Park on the Town's Heritage Registry, Council requested that a Heritage Impact Assessment be undertaken to determine the merits of same. The firm of ASI Archeological & Cultural Heritage Services was retained to report back on the cultural and heritage value of the former Bonnie Boats property and Bonnie Park.

The assessment concluded that the former Bonnie Boats Marina property and Bonnie Park contain certain physical, historical and contextual values that reflect the history of the Jackson's Point community. The assessment did not recommend designation of the property in accordance with Section 29 of the Ontario Heritage Act.

Upon review of this Assessment, Council requested that it was appropriate to place the subject property on the Town's Heritage Registry. Placement on the Heritage Registry ensures that all buildings/structures to be demolished receive Council's consideration prior to the issuance of a demolition permit.

Notwithstanding the demolition and proposed redevelopment of the subject property, the Owner has been requested to consider the importance of ensuring that the future development would celebrate and commemorate the history of the area. In response, the Owner has prepared an Interpretative Strategy that highlights ways in which the redevelopment will commemorate the history of the Jackson's Point Harbour and highlight the importance of Lake Simcoe to the Indigenous history of the area. In recognition, the south wall of the YRPMU will incorporate large murals currently being commissioned by a band member of the Chippewa's of Gerogina Island. These murals will depict the importance of the waters of Lake Simcoe. In order to commemorate the history of the Jackson's Point Harbour, the applicant will be required to install an interpretive kiosk in Bonnie Park. The details of the signage, type of kiosk/display panels and the location will be subject to final review by the Director of Recreation and Culture and is a requirement of the site plan agreement.



PLANNING AND ZONING:

The properties municipally know as 57 Lorne Street and 20 Bonnie Boulevard are zoned Tourist Commercial (C5) in accordance with Zoning By-law No.500. The proposed YRPMU is a permitted use within the 'C5' zone. Furthermore, Pursuant to the approval provided through the LPAT approval of Minor Variance applications A34-18 and A35-18, and Section 5.47 of the By-law, the proposed development complies with the provisions of Zoning By-law 500, as amended.

BUILDING DIVISION:

Building staff have reviewed the site plan to ensure that parking lots, sidewalks, entrances, and amenity areas are designed in accordance with the Ontario Building Code and Accessibility requirements. The Building Division is in the process of completing their review of the required building permit application and associated drawings to confirm compliance with the Ontario Building Code.

DEVELOPMENT ENGINEERING:

The Town's Engineering Division has reviewed the various engineering studies submitted with respect to grading, drainage, municipal services, public safety concerns, and functionality of the design to ensure compliance with the Town's Design Criteria. The YRPMU will be serviced by a sanitary lateral and watermain service connection from the existing 200 mm diameter sewer and a 100 mm diameter watermain on Lorne Street. Stormwater runoff generally drains to Lake Simcoe, with minimal amounts directed to Lorne Street. Stormwater in the parking lot and driveway area will be filtered by an oil grit separator to remove suspended solids, oil and other contaminants before being discharged into Lake Simcoe.

ENVIRONMENTAL:

The Ministry of Natural Resources and Fisheries (MNRF) has advised that given the waterways were manmade in the 1954-1970 era, the Public Lands Act does not apply; therefore, MNRF will not require a permit under the Public Lands Act.

The Department of Fisheries and Oceans has commented that the methodology for construction (use of coffer dams, no in-water works between April 1 – July 15, use of erosion and sediment controls) will not result in serious harm to fish; therefore, DFO will not require a permit or authorization. Should the applicant wish to work between April 1 and July 15, additional comments from the DFO will be required.

The Lake Simcoe Region Conservation Authority has indicated no objection to the proposed site plan and has indicated that subject to the Town's approval of the Site Plan application they would be in a position to issue a permit for the construction subject to a number of terms and conditions related to fill required and in water works.

ADDITIONAL COMMENTS:

The Town's Fire and Emergency Services department has indicated no objection.

The Georgina Accessibility Advisory Committee has indicated that curb cuts, additional lighting, and accessible parking stalls will be required to ensure accessibility. These comments have been addressed through revisions to the site plan.

**6. FINANCIAL AND BUDGETARY IMPACT:**

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

Continued on next page...

**7. CONCLUSION:**

The York Region Police Marine Unit is a permitted use in the Town's Zoning By-law and maintains the intent and purpose of the Sutton / Jackson's Point Secondary Plan. The Regional Municipality of York is making a substantial investment and is an addition to the community that has the opportunity to be a catalyst for further investment in Jackson's Point.

Over the last few months the York Region Police and their consultant have been in the process of addressing all outstanding concerns and comments raised by internal departments and external agencies. Staff are now in a position to recommend to the Site Plan Review Committee approval of the site plan submitted by the York Region Police subject to the recommendations as outlined above.

Prepared by:

Submitted by:



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Tim Gallagher, C.E.T.  
Development Engineering  
Technologist



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Zaidun Algarabi, M.Eng, P. Eng.  
Manager of Development Engineering

Recommended by:

Approved by:



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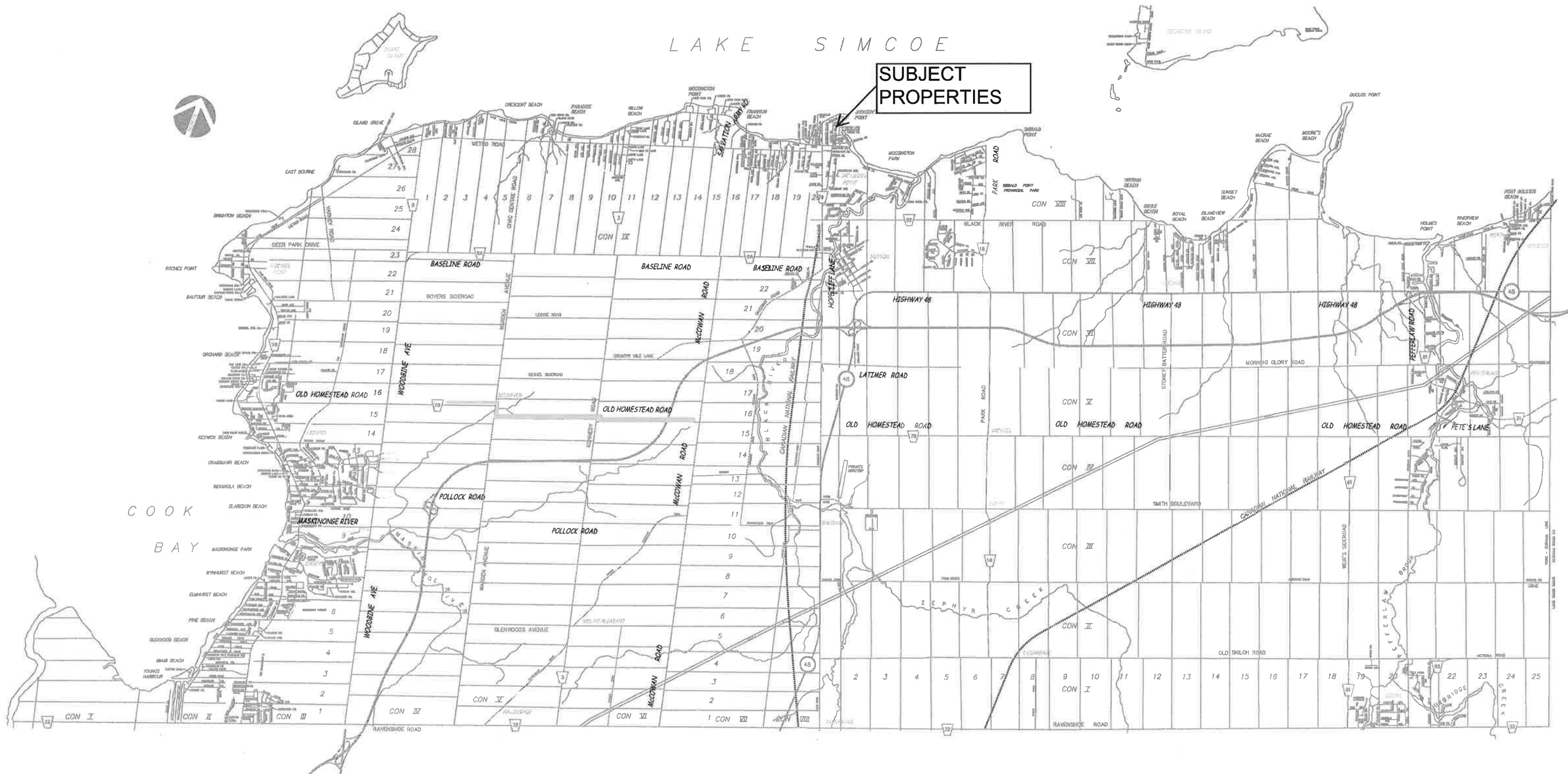
Harold W. Lenters, M.Sc.PI, MCIP, RPP  
Director of Development Services



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David Reddon  
Acting Chief Administrative Office

- Attachment 1 – Context Map
- Attachment 2 – Aerial Map
- Attachment 3 – Proposed Site Plan
- Attachment 4 – Draft Site Plan Agreement



CONTEXT MAP



PROPOSED OFFICE SPACE

PROPOSED DOCK

PROPOSED BOATHOUSE

PROPOSED PARKING LOT AND BOAT LAUNCH

1: 2,257  
January 25, 2019

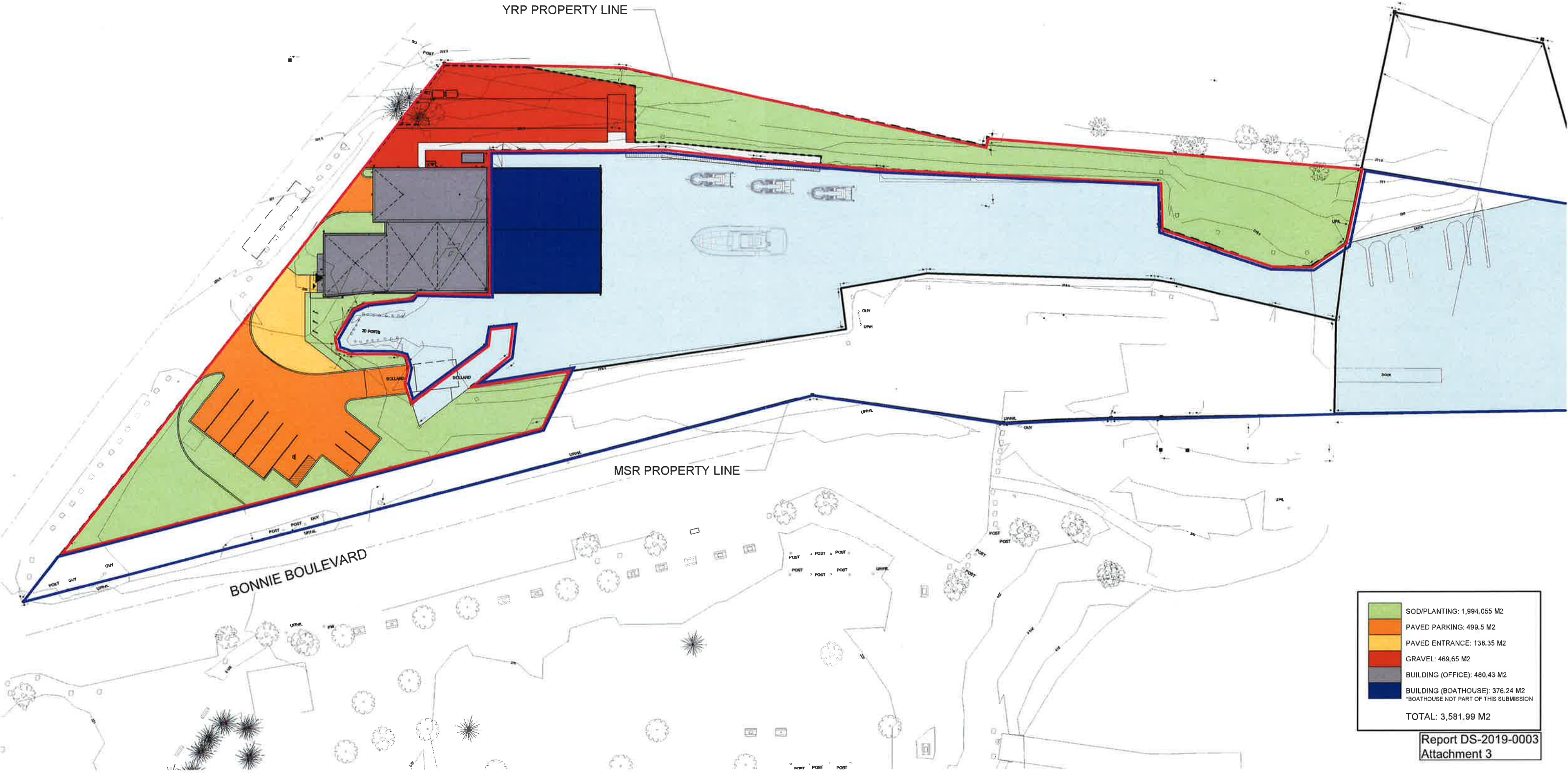


Notes  
This map was printed from a YorkMaps application.

Report DS-2019-0003  
Attachment 2



Figure 2. Proposed Land Use Areas



**THE CORPORATION OF THE TOWN OF GEORGINA**

**Regional Municipality of York  
York Regional Police Marine Unit Police Station**

**57 Lorne Street & 20 Bonnie Boulevard, Keswick**

**SITE PLAN AGREEMENT  
INDEX TO THE AGREEMENT**

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PART I	DEFINITIONS AND SCOPE OF AGREEMENT
	1.1 Definitions
	1.2 Lands Affected
	1.3 Scope of Agreement
PART II	PROFESSIONAL ENGINEER/CONSULTANT
PART III	DESIGN AND SPECIFICATIONS
PART IV	GRADING AND DRAINAGE
PART V	LANDSCAPE PLAN
PART VI	ACCESS TO THE PROJECT
PART VII	INSPECTION OF WORKS
PART VIII	INCOMPLETE OR FAULTY WORK
PART IX	ACCEPTANCE OF THE WORKS
PART X	COMMENCEMENT OF CONSTRUCTION
PART XI	TIME LIMIT FOR COMPLETION OF WORKS
PART XII	CONSTRUCTION LIEN ACT
PART XIII	LIABILITY INSURANCE
PART XIV	INDEMNIFICATION
PART XV	SECURITY AND MAINTENANCE
PART XVI	FINANCIAL PAYMENTS
PART XVII	BUILDING REQUIREMENTS
PART XVIII	OTHER APPROVALS
PART XIX	GENERAL PROVISIONS
PART XX	SPECIAL PROVISIONS
PART XXI	ADMINISTRATION
PART XXII	GOVERNING LAW

PART XXIII NAME AND ADDRESS OF OWNER,  
CONSULTANT, ENGINEER, REGION AND TOWN

PART XXIV ENTIRE AGREEMENT

PART XXV SUMMARY OF SCHEDULES

Agreement Drafted: November 2, 2018

Revised:

Final:

DRAFT



THIS SITE PLAN AGREEMENT made in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

B E T W E E N:

**The Regional Municipality of York (57 Lorne Street)**  
**& MSR Lalu Jackson's Point Inc. (20 Bonnie Boulevard)**

hereinafter called the "OWNER"

OF THE FIRST PART:

AND --

**THE CORPORATION OF THE TOWN OF GEORGINA**

hereinafter called the "TOWN"

OF THE THIRD PART:

WHEREAS the Owners 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 Owners has applied to the Town under s.41 of the *Planning Act*, R.S.O. 1990, s.P.13, as amended, for site plan approval in respect of the construction of a new building and parking lot;

AND WHEREAS the parties hereto have agreed to the terms and conditions hereinafter set forth;

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**

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 Site Plan Control Agreement.
- c)      **"Building Control Architectural Consultant (Control Architect)"** means the professional building consultant who is engaged and retained by the Owner.
- d)      **"Consultant"** means the Owner's Consultant identified in Part XXIII.
- e)      **"Director"** means the Town's Director of Development Services Department of the Town of Georgina or his designate.
- f)      **"Engineer"** means a Professional Engineer retained by the Owner.
- g)      **"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.
- h)      **"Lands"** means the lands and premises described in Schedule "A".
- i)      **"Occupancy"** means public access for public use.
- j)      **"Owner"** means the registered owner(s) of the Lands.
- k)      **"Security"** means the security and deposit referred to in Part XV and Schedule "E".
- l)      **"Town"** means The Corporation of the Town of Georgina.
- m)      **"Region"** means The Regional Municipality of York.
- n)      **"Works"** means those works described in Schedule "D".

## 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, and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance obligations of the Owner pertaining to the municipal services and such other matters as are more specifically set out herein, all in accordance with the plans and specifications approved by the Town as set forth in Schedule "C" attached hereto. These requirements shall be completed within the time limits specified by the Agreement and all works shall be undertaken in a good and workmanlike manner, and to the satisfaction of the Director.

## **PART II PROFESSIONAL ENGINEER/LANDSCAPE CONSULTANT**

The Owner covenants and agrees to retain a Professional Engineer (hereinafter referred to as the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of grading, site and external servicing plans, municipal service connection designs, and Stormwater Management Reports, all of which must be submitted to the Director for his approval.

The Engineer will be required to inspect and certify to the Director that all internal and external services, grading and stormwater management requirements have been constructed in accordance with the approved Engineering Drawings and reports, prior to the reduction of the security held for engineering-related works. The certificate or certificates shall be in a format acceptable to the Director. The Director may, upon pre-qualification of such, accept the use of other qualified professional(s) for certain components of the design, inspection and certification process.

The Owner agrees to retain as its Landscape Consultant a competent Professional Landscape Architect and/or certified Arborist experienced in site plan and municipal horticulture and arboriculture. This Landscape Consultant shall prepare all landscaping plans required pursuant to this Agreement and shall provide its certificate respecting same for acceptance purposes. The Landscape Architect shall be in good standing with the Ontario and/or Canadian Association of Landscape Architects and the Arborist shall be in good standing with the International Society of Arboriculture.

## **PART III DESIGN AND SPECIFICATIONS**

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

#### **PART IV GRADING AND DRAINAGE**

If, in the opinion of the Director, drainage deficiencies have been identified, whether or not shown on the plans listed in Schedule "C", upon being notified of such deficiencies by the Director, the Owner shall correct such deficiencies by grading or constructing any other works or structures as may be necessary in accordance with the directions and under the supervision of the Engineer prior to the final release of any securities held for such purposes.

#### **PART V LANDSCAPE PLAN**

The Owner agrees to carry out the planting of all material and the erection of all features and fencing shown on the plans listed in Schedule "C" hereto, and further to maintain all planting, features and fencing in a healthy and satisfactory condition.

#### **PART VI ACCESS TO THE PROJECT**

The Owner shall gain access to the project during the period of construction only by way of **LORNE STREET** unless otherwise permitted by the Town.

#### **PART VII INSPECTION OF WORKS**

The Director or persons acting on his behalf shall have the right to inspect the construction of the Works at all times on private property.

If at any time the construction of the Works, in the opinion of the Director, is not being carried out in accordance with good engineering practice, then the Director may order that further construction of all or any part of the Works shall cease until such work has been placed in satisfactory condition by verbal and/or written notice to the Owner or the Owner's on-site project manager and the Owner agrees to comply with such order immediately upon receipt of such notice.

Any costs incurred as a result of such stoppages and remedial action shall be borne for by the Owner.

#### **PART VIII 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 or if the Works have not been completed within the time limit as hereinafter set out, 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 IX ACCEPTANCE OF THE WORKS**

Following completion of all of the Works, the Owner shall cause the Consultant to submit his Certificate of Completion to the Director and in accordance with the requirements outlined in Design Criteria. The Director shall, within thirty (30) days from the receipt of the Certificate, either advise the Consultant in writing that such Works have been satisfactorily completed or set forth in writing particulars wherein the Work has not been completed. In the event that the Director submits a list of requirements, the Consultant 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 acceptance by the Director of the Consultant's Certificate(s) of Completion, the completion of all required inspections, and the Town receipt of the Statutory Declaration as to accounts paid, all documents required pursuant to the security release checklist within the Design Criteria and the "as-built" drawings clearly indicating the parking area and driveway access grading and drainage shall constitute final acceptance of the Works by the Town.

## **PART X 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 XI 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 XII CONSTRUCTION LIEN ACT**

12.1 The Town shall forthwith give the Owner notice of any liens filed against the Town pursuant to the *Construction Lien Act* with respect to the Project. 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.

12.2 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 Lien Act*.

## **PART XIII LIABILITY INSURANCE**

### **13.1 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 provide and maintain such insurance and the Owner must pay all costs to the Town within fourteen (14) days.
- 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 XIV INDEMNIFICATION**

14.1 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 Project, 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 XV SECURITY AND MAINTENANCE**

15.1 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 Security, or such balance, thereof as its then remaining in the Town's hands, shall be returned to the Owner upon satisfactory completion of its obligations under this Agreement including the provision of 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 Lien Act*.

15.2 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, driveways and parking areas, exterior lighting, fencing, freestanding signs, all landscaping including lawn maintenance, shrubbery and trees and replacement of same when necessary.

## **PART XVI FINANCIAL PAYMENTS**

### **16.1 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.

The Owner agrees that in the event that the payments received by the Town pursuant to Schedule "E" are not wholly required in connection with the Project, such amounts may then be expended for such other general or specific purposes as the Town shall, in its absolute discretion, determine.

### **16.2 Tax Arrears**

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

### **16.3 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*.

### **16.4 Lawful Levies and Rates**

The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the Lands on the basis of and in accordance with the assessment and collector's roll.

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

Interest shall be payable by the Owner to the Town on all sums of money payable under this Agreement which are not paid within thirty (30) days from the due date. The rate of interest payable shall be fifteen per cent (15%) per annum.

### **16.6 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.

### **16.7 Peer Review Fees**

In the event that the Town requires the services of its Peer Review Consultants respecting the Works or any other aspect of the Project, the Owner shall pay all invoices for the cost of such services within twenty-one (21) days of account being rendered therefor by the Town to the Owner.

## **PART XVII BUILDING REQUIREMENTS**

17.1 The Owner shall retain a Building Control Architectural Consultant (Control Architect) to ensure that the building and associated accessory structures and design elements/features are constructed in accordance with the building elevation plans and drawings approved by the Site Plan Review Committee of Council and listed in Schedule "C". Where possible, the Control Architect shall be the same person who prepared the plans and drawings approved by the Site Plan Review Committee. Prior to submission of the individual building permit applications, the Control Architect shall have stamped and signed the permit drawings certifying compliance with the building elevation plans and drawings approved by the Site Plan Review Committee and listed in Schedule "C". The Control Architect shall carry out all necessary work and inspections during construction to ensure full compliance with the aforementioned plans and drawings. In this regard, following the issuance of the building permit(s) and the construction of the building foundation(s), the Control Architect shall, on a bi-monthly basis, submit a written status report to the Town's Director of Planning and Building, outlining the progress being made in terms of implementing the building elevation plans and drawings. Such reports shall be submitted until the exterior of the building has been completed and all of the building architectural design elements and associated features and structures of the elevation plans and drawings have been constructed and /or provided to the satisfaction of the Town.

The Owner shall not permit occupancy of office or public storage area until the work for which the building permit was issued is completed in accordance with the requirements of Ontario Building Code and the Town's building by-laws, and a letter of approval has been issued by the Director for the connection of the water service and sanitary sewer system.

## **PART XVIII APPROVALS**

18.1 The Owner covenants and agrees this agreement shall be for only the items as approved per the drawings listed in Schedule "C".

## **PART XIX GENERAL PROVISIONS**

19.1 All site alteration on the Lands shall be carried out in accordance with the requirements and environmental standards and conditions in Part 4 of the Town's Site Alteration By-law 2011-0044 (REG-1), as amended, save and except that the permit, agreement, fee and security deposits thereunder are not applicable hereto.

19.2 A sufficient amount of the topsoil to be removed from the Lands shall be stockpiled during grading operations and as building construction is completed, the said topsoil shall be placed at an approximate depth of at least six (6") inches or one-hundred and fifty millimetres (150mm) on all land not covered by buildings, driveways or pavement provided the topsoil is tested and suitable for sodding.

19.3 The Director may have 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, and the costs or such

tests shall be paid by the Owner within fourteen (14) days of the account being rendered by the Town to the Owner.

19.4 During construction of the Works, publically owned land will not be used by the Owner, its officers, agents, consultants and contractors for the depositing of junk, debris, refuse, topsoil or other materials, and the Owner shall restrain, insofar as it is able to do so, all others from depositing such materials on publically owned lands and further covenants and agrees to remove all junk, debris, refuse or other materials (excluding original topsoil) deposited on publically owned land by the Owner, its officers, agents, consultants and contractors immediately when so directed by the Town, at the Owner's expense.

19.5 The Owner shall clear debris and garbage originating from the Project and deposited on vacant publically and privately owned lands outside the limits of the Lands if so requested in writing by the Director. If the Owner fails to do so within five (5) days, the Town will remove such debris and garbage at the cost of the Owner

19.6 During construction of the Works, the Owner shall not allow the fouling of public highways leading to the Lands and further agrees to provide the necessary notice at all times, to keep such public roads clean from construction related material and if, in the opinion of the Director, such roads are not cleaned to municipal requirements, then such cleaning shall be done by the Town at the Owner's expense.

19.7 The Town shall issue a statement of compliance at the written request of the Owner, provided that all of the conditions and requirements of this Agreement have been fulfilled to the satisfaction of the Director.

19.8 The Owner shall protect and preserve, where possible, all healthy trees located on the Lands. Removal of any trees shall be subject to the approval of the Town and in accordance with the Region's Forest Conservation By-law, as amended.

19.9 All signs to be erected on the Lands shall be located in accordance with the provisions of the Town's Zoning By-law 500, as amended, and the Town's Sign By-law 2006-0062 (PUT-1), as amended.

19.10 Prior to and as applicable, the connection of any building on the Lands to the municipal water system, including that portion of the Works that is to be located on the Lands, the Owner shall have installed at its expense the appropriately sized water meter inside the proposed building and back flow prevention equipment, all to the satisfaction of the Director.

19.11 The Owner shall maintain to the satisfaction of the Town, and at the sole risk and expense of the Owner, the Works referred to in Schedule "D" hereto, including grading and stormwater management facilities. In the event that the Owner fails or neglects to provide such maintenance to the satisfaction of the Town, or in the event of any failure, malfunction or unauthorized alteration to such Works, the Town is hereby authorized to enter upon the Lands without notice to the Owner in the event of urgency, to make all necessary repairs and perform all necessary maintenance, the cost of which shall be borne and paid by the Owner, failing which the Town may recover the expense incurred in so doing in like manner as municipal taxes pursuant to Section 446 of the *Municipal Act, 2001*.

19.12 The Owner shall comply with the Town's By-law 2000-0071 (REG-1) regulating the open burning of materials, and shall obtain the necessary permits from the Town's Fire Department.



## **PART XX SPECIAL PROVISIONS**

20.1 The Owner agrees to provide a Construction Management Plan complete with detailed construction schedule outlining the works, complete with a phasing plan as may be required and to carry out a pre-construction meeting prior to any works commencing on site.

20.2 The owner further agrees to install all fencing along all property lines as required at the start of construction.

20.3 The Owner agrees that a restrictive covenant under the Conservation Land Act be registered on title. This will acknowledge that the structure could be damaged by flooding and/or ice damage and that York Region Police agree to hold the LSRCA harmless and to remove or repair the structure should it be significantly damaged or destroyed.

20.4 The Owner agrees to provide final designs for the murals proposed for the south side of the York Regional Police Marine Unit for final approval by the Director of Recreation and Culture.

20.5 That the Owner agrees to consult with the Director of Recreation and Culture to finalize the design/content and location of the signage that will be installed in Bonnie Park to commemorate the heritage of the Jackson's Point Harbour. Final designs to be approved by Director of Recreation and Culture.

## **PART XXI ADMINISTRATION**

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

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

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

21.4 It is declared and agreed that this Agreement shall ensure to the benefit of the Town and be binding upon the successors and assigns of the Owner.

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

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

## **PART XXII GOVERNING LAW**

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

**PART XXIII NAME AND ADDRESS OF OWNER, CONSULTANT, ENGINEER, REGION AND TOWN**

23.1 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:

Owners:

Regional Municipality of York 17250 Yonge Street, Newmarket, Ontario L3Y 6Z1 <b>Attention:</b> <b>Phone:</b>	MSR Lalu Jacksons Points Inc. 50 Minthorn Boulevard, Suite #102 Markham, Ontario L3T 7X8 <b>Attention:</b> <b>Phone:</b>
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Consultant: JKO Planning Services Inc.  
27 Fieldflower Crescent  
Richmond Hill, Ontario L4E 5E9  
Attention: Jim Kotsopoulos  
Phone: 416-435-5876 / Fax: 905-597-9362

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

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 XXIV ENTIRE AGREEMENT**

24.1 The Agreement constitutes the entire agreement of the parties hereto with respect to the development of the Project, and supersedes all prior negotiations and agreements between the said parties with respect thereto.

## **PART XXV SCHEDULES**

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

- 25.1 Schedule "A",  
being the Legal Description of the Lands
- 25.2 Schedule "B",  
being the Solicitor's Certificate of Ownership of the Lands
- 25.3 Schedule "C",  
being a List of Approved Plans and Drawings
- 25.4 Schedule "D",  
being a Summary of the Works to be Constructed by the Owner
- 25.5 Schedule "E".  
being a Summary of the Payments and Security to be Provided by the Owner

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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.

) **Regional Municipality of York**

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) I/We have the authority to bind the Corporation

) **MSR Lalu Jackson's Point Inc.**

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) I/We have the authority to bind the Corporation

) **THE CORPORATION OF THE  
TOWN OF GEORGINA**

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

)  
\_\_\_\_\_  
) John Espinosa, Town Clerk

) I/We have authority to bind the Corporation

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF THE LANDS**

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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:

57 Lorne Street ***** TO BE PROVIDED BY APPLICANT *****	20 Bonnie Boulevard ***** TO BE PROVIDED BY APPLICANT *****
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Being the whole of the said PIN

In the Land Titles Office for the Regional Municipality of York (No. 65)

**Municipal Addresses:** 57 Lorne Street & 20 Bonnie Boulevard

**Municipal Assessment No.:** \_\_\_\_\_

**SCHEDULE "B"**

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

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\*\*\*\*\* TO BE PROVIDED BY APPLICANT \*\*\*\*\*

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## SCHEDULE "C"

### LIST OF APPROVED PLANS AND DRAWINGS

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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 and as prepared by:

**1. LITHOS CIVIL ENGINEERS**

Drawing No. SG-01 Site Grading Plan  
Drawing No. SS-01 Site Servicing Plan  
Drawing No. EC-01 Erosion Control Plan

**2. MARTON SMITH LANDSCAPE ARCHITECTS**

Drawing No. L1-01 Landscape Plan  
Drawing No. LD-01 Landscape Details  
Drawing No. LD-02 Landscape Details

**3. LITHOS Electrical Engineers**

Drawing No. E-01 Site plan - Lighting  
Drawing No. E-02 Site plan – Photometric Analysis

**4. ONE SPACE ARCHITECT**

Drawing No. A000 COVER PAGE  
Drawing No. A001 STATISTICS & CONTEXT PLAN  
Drawing No. A002 SURVEY SHEET  
Drawing No. A003 SITE PLAN  
Drawing No. A004 DETAILED SITE PLAN  
Drawing No. A100 GROUND FLOOR  
Drawing No. A101 ROOF PLAN  
Drawing No. A300 ELEVATIONS  
Drawing No. A400 SECTIONS  
Drawing No. A500 PERSPECTIVE VIEWS  
Drawing No. A500-1 PERSPECTIVE VIEWS  
Drawing No. A501 COLOURED ELEVATIONS  
Drawing No. A502 EXTERIOR BUILDING COLOUR SAMPLE BOARD

## SCHEDULE "D"

### SUMMARY OF THE WORKS TO BE CONSTRUCTED BY THE OWNER

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Construction of the municipal servicing and site facilities and services shown on the plans/drawings listed in Schedule "C", all in accordance with the reviewed plans, design and specifications, and to the satisfaction of the Director, including the following:

1. Remediation of the existing driveway entrance from the Lands onto Lorne Street, including curbs and gutters, road restoration where the road connects to the existing driveway, the construction of the barrier free sidewalks, removal and relocation of trees, reconstruction of sidewalk and the construction of an adequate granular base and hot-mix, hot-laid asphaltic concrete surface on the driveway and above noted road.
2. Remediation of the existing driveway entrance, Lorne Street complete with all necessary conduit, wiring, poles, signal lights, depressed curbs, appropriate pavement markings, street name signs, relocation of existing infrastructure and all necessary appurtenances incidental thereto all in accordance with the approved plans.
3. Construction of the water service from the existing site water system to the proposed building, valves and all the necessary appurtenances incidental thereto. Installation of an appropriately sized water meter and backflow prevention device and all the necessary appurtenances incidental thereto.
4. Construction of the storm sewer system on site consisting of pipe, bedding, manholes, catchbasins, oil grit separator and all necessary appurtenances incidental thereto including connection of the storm system to the existing ditch on Lorne Street together with site grading such that runoff from the site and the building shall be directed to the approved outlets all in accordance with the approved plans. The storm drainage system and appurtenances necessarily incidental thereto shall be maintained by the Owner.
5. Remediation of the existing sanitary sewer connections from the proposed building to the proposed manhole (moving grinder pump) on site and all necessary appurtenances incidental thereto, including the low-volume condensate drain that is being added for the proposed buildings.
6. Construction of all landscaping, planting, sidewalks, retaining wall, tree planting and sodding of the site in accordance with the reviewed and approved plans.
7. Construction of all temporary construction fencing, silt and erosion control measures, and removal of same upon stabilization of all disturbed areas and completion of all works, all in accordance with the approved plans, design and specifications.
8. All signage is subject to the approval of the Town's By-law Department.
9. All disturbed areas within the Town's right-of-ways shall be restored to the satisfaction of the Director.



**SUMMARY OF THE WORKS TO BE CONSTRUCTED  
BY THE OWNER**

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10. Construction of adequate lighting for illumination of the entrance on Lorne Street. The illumination of the building and parking areas shall be arranged so as to divert light away from adjacent road right-of-ways and adjacent private properties all in accordance with reviewed plans.

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## SCHEDULE "E"

### SUMMARY OF PAYMENTS AND SECURITY TO BE PROVIDED BY THE OWNER

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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 applicant, plus an additional 15% administrative fee.

##### 2. 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.

##### 3. Peer Review

As per clause 16.7 of this Agreement, the Owner shall pay all reasonable costs incurred by the Town's retained Peer Review Consultants in relation to the peer review of submitted reports and studies as determined.

##### 4. Agreement Preparation Fees

The Owner shall pay the Site Plan Agreement Preparation Fee as per By-Law 2011-0015 (PL-7).

##### 5. Site Plan Inspection Fee

The Owner shall pay the Site Plan Inspection Fee of 5.4% of the estimate cost of works as per By-Law 2011-0015 (PL-7).

##### 6. Water Consumption During Construction

The Owner shall pay the water consumption during construction as per By-law 2013-0087.

#### SECURITIES:

##### 1. Road Fouling Deposit

Prior to 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 **Twenty-five Thousand Dollars (\$25,000.00)** security and as a road fouling deposit. This shall be retained until all works including but not limited to lot grading on this site are complete, certified by the Engineer and assumed by the Town.

**SUMMARY OF PAYMENTS AND SECURITY TO BE PROVIDED BY THE OWNER**

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**2. External Works Security**

Prior to 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 **100% of the estimated cost to construct the external works**. This shall be retained until all works including but not limited to breaking into existing manholes on Lorne Street, re-paving asphalt as required, and construction of lateral services have been certified by the Engineer and assumed by the Town.

**PRIOR TO THE ISSUANCE OF BUILDING PERMIT(S):**

**1. Development Charges**

As per clause 16.5 of this Agreement, the Owner acknowledges and agrees that a development charge shall be payable prior to the issuance of a building permit for the proposed addition to the existing office building. 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.

**2. Water Meter(s)**

The Owner shall provide the current fee required by the Town for the supply and installation of appropriately sized water meter(s) in accordance with the current Town standards.