

THE CORPORATION OF THE TOWN OF GEORGINA

SITE PLAN REVIEW COMMITTEE OF COUNCIL AGENDA

Monday, March 11, 2019
9:00 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 4

Site Plan Control Approval Application

Owner: Duker Leasing Inc. o/a Farm Boys Landscaping

Agent: Michael Smith Planning Consultants

Proposal: Building supply and equipment establishment

Location: 17 Ellisview Road, Georgina, ON

Town Files: B.1.374 / Roll No. 030-151

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2019-0034

RECOMMENDATIONS:

1. That the Site Plan Review Committee of Council receive Report DS-2019-0034 prepared by the Development Engineering Division, Development Services Department dated March 11, 2019 respecting an application for site plan approval for the property located at 17 Ellisview Road, Sutton.
2. That the Site Plan application including civil engineering plans and drawings submitted and prepared by BaseTech Consulting Inc. and Landscape plans and drawings submitted and prepared by Mark Setter Associates for the

construction of a garden centre business located at 17 Ellisview Road, Sutton, be approved at such time as the following conditions are fulfilled:

- (i) The Owner shall enter into a Site Plan Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works.**
 - (ii) The Owner 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.**
 - (iii) The Owner shall provide the Town with a liability insurance policy in the amount of \$5 million naming the Town as coinsured 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 makeminor revisions to the site plan drawings or draft site plan agreement 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-2019-0034

**FOR THE CONSIDERATION OF
SITE PLAN REVIEW COMMITTEE OF COUNCIL**

March 11, 2019

**SUBJECT: APPLICATION FOR SITE PLAN APPROVAL
PROPOSED GARDEN CENTRE BUSINESS
DUKER LEASING INC.
17 ELLISVIEW ROAD, SUTTON**

1. RECOMMENDATIONS:

1. That the Site Plan Review Committee of Council receive Report DS-2019-0034 prepared by the Development Engineering Division, Development Services Department dated March 11, 2019 respecting an application for site plan approval for the property located at 17 Ellisview Road, Sutton, owned by Duker Leasing Inc..
2. That the Site Plan application including civil engineering plans and drawings submitted and prepared by BaseTech Consulting Inc. and Landscape plans and drawings submitted and prepared by Mark Setter Associates on behalf of Duker Leasing Inc. for the construction of a garden centre business located at 17 Ellisview Road, Sutton, be approved at such time as the following conditions are fulfilled:
 - (i) The Owner shall enter into a Site Plan Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works.
 - (ii) The Owner 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.
 - (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 site plan drawings or draft site plan agreement 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. INFORMATION:

<u>OWNER/APPLICANT:</u>	Duker Leasing Inc.
<u>AGENT:</u>	Michael Smith Planning Consultants
<u>PROPERTY DESCRIPTION:</u>	17 Ellisview Road Part of Lot 2, Con 5 (N.G.)
<u>FILE NUMBERS:</u>	B.1.374 Roll No. 030-151

PROPOSAL DESCRIPTION:

The proposed project involves the construction of a garden centre business. The garden centre business will have 1 building at the north end of the property and material storage at the south end. The driving lanes & parking portions of the site will be surfaced with reclaimed asphalt.

4. BACKGROUND:

An application for site plan approval dated December 9, 2015 was received by the Development Engineering Division on December 11, 2015 for the construction of a garden centre business. The property is located at 17 Ellisview Road (refer to Attachment 1). The property is currently an unused field with Loyal King Auto located to the north, Hwy 48 to the east, Ellisview Road to the west and south (refer to Attachment 2). The property is triangular in shape and approximately 2.15 hectares in size.

The subject property is designated 'Rural Commercial Area' as per the Town of Georgina Official Plan. The property is zoned 'Highway Commercial (C2-22)' as per the Town's Zoning By-law No. 500. The proposed development is a permitted use as per the Official Plan and Zoning By-law 500. The subject property is outside the Sutton / Jackson's Point Secondary Plan.

The most recent site plan is included as Attachment 3. The site will be serviced by a septic system and well.

5. ANALYSIS:

The third submission package was received by the Development Engineering department January 23, 2019 and circulated to all pertinent internal departments and external agencies on January 29, 2019.

A brief summary of the internal department and external agency comments are as follows:

Development Engineering	No further concerns.
Planning	Minor comments regarding architecture.
Zoning	No further concerns.
Building	No further concerns.
Recreation and Culture	Minor revisions to planting detail.
Fire	No further concerns.
Waterworks	No further concerns
Municipal Law Enforcement Office	No further concerns.
Georgina Accessibility Advisory Committee	No further concerns.
LSRCA	Preparing comments
York Region	No further concerns.
Southlake Hospital	No further concerns.
Bell (MMM)	No further concerns.
MTO	Minor comments regarding setbacks

Planning has commented on the location of the garage doors on the storage/ office building to be relocated to the west side of the building. And that some attention to the exterior design will be required given the visual prominence of the property.

MTO has advised that a 14 m. setback is required from the south property line.

It is expected that the applicant will address all internal department and external agency comments prior to providing a subsequent submission for circulation with the intent of finalizing all plans. The draft site plan agreement is included as Attachment 4.

The Owner will be making a short presentation of the site plan drawings, including Architectural/Elevations 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.

B) Non-Legislated

Although the Planning Act does not require a statutory public meeting, the Town has issued a 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.

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.

9. **CONCLUSION:**

The Developer is proceeding in a reasonable manner to address all internal department and external agency comments and is close to finalizing the design to the satisfaction of all agencies having jurisdiction with the development.

A further submission is required to address the remaining minor comments. Should there be any substantial changes as a result of those comments, staff will return to the Committee with an updated site plan and report.

It is now respectfully recommended that the site plan application plans and drawings by Duker Leasing Inc. for the property located at 17 Ellisview Road be approved at such time as the conditions as outlined within Recommendation 2 above are fulfilled.

Prepared by:



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

Submitted by:



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

Recommended by:



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

Approved by:



David Reddon
Acting Chief Administrative Officer

Attachment 1 - Location Map

Attachment 2 - Aerial Photo

Attachment 3 - Proposed Site Plan

Attachment 4 - Draft Site Plan Agreement



Report
DS-2019-0003
Attachment 2

1: 4,514

February 5, 2019



Notes

This map was printed from a YorkMaps application.

THE CORPORATION OF THE TOWN OF GEORGINA

DUKER LEASING INC.
New Garden Centre Business

Part Lot 2, Concession 5 (NG)

17 Ellisview Road, Keswick

SITE PLAN AGREEMENT
INDEX TO THE AGREEMENT

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:	February 5 th , 2019
Revised:	
Final:	

DRAFT

THIS SITE PLAN AGREEMENT made in duplicate, this **16th** day of **January, 2019.**

B E T W E E N:

DUKER LEASING INC., a company duly incorporated under the laws of the Province of Ontario,

hereinafter called the "OWNER"

OF THE FIRST PART:

AND --

THE CORPORATION OF THE TOWN OF GEORGINA

hereinafter called the "TOWN"

OF THE SECOND PART:

WHEREAS the Owner has represented to the Town that it is the Owner of 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 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 addition to existing building on the Lands;

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) **"Consultant"** means the Owner's Consultant identified in Part XXIII.
- d) **"Director"** means the Town's Director of Development Services Department of the Town of Georgina or his designate.
- e) **"Engineer"** means a Professional Engineer retained by the Owner.
- f) **"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.
- g) **"Lands"** means the lands and premises described in Schedule "A".
- h) **"Occupancy"** means public access for public use.
- i) **"Owner"** means the registered owner(s) of the Lands.
- j) **"Security"** means the security and deposit referred to in Part XV and Schedule "E".
- k) **"Town"** means The Corporation of the Town of Georgina.
- l) **"Region"** means The Regional Municipality of York.
- m) **"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 **ELLISVIEW ROAD** 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.

16.5 Development Charges

The Owner acknowledges that a Development Charge shall be payable on the Lands, prior to the issuance of a building permit. 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.

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 not permit occupancy of office or building 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 on-site water well and sanitary septic 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 of 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 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*.

19.11 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.

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 enure 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:

Owner: DUKER LEASING Inc.
499 Duclos Point Road
Pefferlaw, Ontario L0E 1N0
Attention: Gregory Roberts
Phone: 416-807-5064

Consultant: Michael Smith Planning Consultants
19027 Leslie Street, Suite 200
Sharon, Ontario L0G 1V0
Attention: Gord Mahoney
Phone: 905-478-2588 / Fax: 905-478-2488

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

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.

) **DUKER LEASING INC.**
)
)
)
)
) _____
) Josh Stevens
) Owner
) I/We have the authority to bind the Corporation
)
)
)
) **THE CORPORATION OF THE**
) **TOWN OF GEORGINA**
)
)
)
) _____
) Margaret Quirk, Mayor
)
) _____
) John Espinosa, 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:

PIN _____

PT LOT 20, CON 4, (NG); TOWN OF GEORGINA

Being the whole of the said PIN

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

Municipal Addresses: 17 Ellisview Road

Municipal Assessment No.: _____

SCHEDULE “B”

THE SOLICITOR’S CERTIFICATE OF OWNERSHIP OF THE LANDS

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

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 and as prepared by:

1. BASETECH CONSULTING INC. CIVIL ENGINEERS

Drawing No. GR-1 Site Grading

Drawing No. GR-2 Site Grading

Drawing No. ESC-1 Erosion and Sediment Control Plan

2. MARK SETTER ASSOCIATES LANDSCAPE ARCHITECT

Drawing No. L-1 Landscape Plan

Drawing No. L-2 Landscape Plan

Drawing No. L-3 Landscape Plan

3. MICHAEL SMITH PLANNING CONSULTANT

Drawing No. 1074-00 – Site Plan

SCHEDULE “D”

SUMMARY OF THE WORKS TO BE CONSTRUCTED BY THE OWNER

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 Ellisview Road, including road restoration where the road connects to the existing driveway 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, Ellisview Road 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 storm sewer system on site consisting of pipe, bedding, filter trench, swales, vegetated filter strip and all necessary appurtenances incidental thereto including connection of the storm system to the existing ditch on Ellisview Road 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.
4. Construction of all landscaping, planting, tree planting and sodding of the site in accordance with the reviewed and approved plans.
5. 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.
6. All signage is subject to the approval of the Town’s By-law Department.
7. Construction of underground water reservoir in accordance with the reviewed and approved plans.
8. All asphalt paving to be in accordance with the reviewed and approved plans.
9. Septic system design and construction to be approved by the Town’s Building department.
10. 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**

11. Construction of adequate lighting for illumination of the entrance on Ellisview Road. 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.

DRAFT

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 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

Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, payment of the agreement preparation fee being \$3,900.00.

5. Site Plan Inspection

Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, payment of the Site Plan Inspection fee being 5.4% of the estimated construction cost with a minimum of \$4,000.

SECURITIES:

1. Road Fouling Deposit

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 **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 accepted 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.

DRAFT