

# **THE CORPORATION OF THE TOWN OF GEORGINA**

## **SITE PLAN REVIEW COMMITTEE OF COUNCIL AGENDA**

Monday, June 24, 2019  
9:30 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: Habitat for Humanity Greater Toronto Area, c/o Joshua Benard

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

Proposal: 6 Townhouses with 18 Parking Spaces

Location: E/S Dalton Road, Sutton – Part Lot 1, Concession 8

Town Files: B.1.369 / Roll No. 080-584

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2019-0081

### **RECOMMENDATIONS:**

1. That the Site Plan Review Committee receive Report No. DS-2019-0081 prepared by the Development Engineering Division, Development Services Department dated June 24, 2019 respecting an application for site plan approval of six (6) townhouses with common elements at E/S Dalton Road, Sutton.

2. That the site plan application including all plans and drawings prepared and submitted by C.F. Crozier & Associates Inc. for six (6) townhouses with common elements, be approved at such time as the following conditions are fulfilled:
    - (i) The Owner shall enter into a Development Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works.
    - (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 agreement or drawings to address any Town department or external agency requirements.
  4. That 13.7 persons equivalent of servicing allocation from the 'Minor Infill – Residential Category 3(B) – lands inside the built boundary', be set aside to facilitate the proposed development.
- iii) Speakers – five (5) minute maximum per person

#### **WARD 4**

##### **Site Plan Control Approval Application**

Owner: Hwawei Inc, c/o Wei Hwa

Agent: BJH Engineering Ltd., c/o Brian Hong

Proposal: Residential apartment with Commercial office, Retail

Location: 157 High Street, Sutton

Town Files: B.1.382 / Roll No. 080-063

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2019-0083

**RECOMMENDATIONS:**

1. That the Site Plan Review Committee receive Report DS-2019-0083 prepared by the Development Engineering Division, Development Services Department dated June 24, 2019 respecting an application for site plan approval for the construction of a residential apartment and commercial office and retail space at 157 High Street, Sutton.
  2. That the site plan application including all plans and drawings prepared by BJH Engineering Ltd. for the redevelopment of a residential apartment and commercial office and retail space, be approved at such time as the following conditions are fulfilled:
    - (i) The Owner shall enter into a Development Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works.
    - (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 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-2019-0081**

**FOR THE CONSIDERATION OF  
SITE PLAN REVIEW COMMITTEE OF COUNCIL  
JUNE 24, 2019**

**SUBJECT: APPLICATION FOR SITE PLAN APPROVAL  
HABITAT FOR HUMANITY GREATER TORONTO AREA  
SIX TOWNHOUSES SHARING COMMON ELEMENTS  
E/S DALTON ROAD, SUTTON, WARD 4**

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**1. RECOMMENDATIONS:**

- 1. That the Site Plan Review Committee receive Report No. DS-2019-0081 prepared by the Development Engineering Division, Development Services Department dated June 24, 2019 respecting an application for site plan approval of six (6) townhouses with common elements at E/S Dalton Road, Sutton.**
- 2. That the site plan application including all plans and drawings prepared and submitted by C.F. Crozier & Associates Inc. for six (6) townhouses with common elements, be approved at such time as the following conditions are fulfilled:**
  - (i) The Owner shall enter into a Development Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works.**
  - (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 agreement or drawings to address any Town department or external agency requirements.**
4. **That 13.7 persons equivalent of servicing allocation from the 'Minor Infill – Residential Category 3(B) – lands inside the built boundary', be set aside to facilitate the proposed development.**

**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:**

OWNER: Habitat for Humanity Greater Toronto Area.  
(c/o Joshua Benard)

CONSULTANT: C.F. Crozier & Associates Inc.  
(c/o Abraham Barrios)

PROPERTY DESCRIPTION: E/S Dalton Road, Sutton  
Part Lot 1, Concession 8

FILE NUMBERS: B.1.369  
Roll No. 080-584

**4. BACKGROUND:**

An application for site plan approval dated January 30, 2018 was received by the Development Engineering Division on March 1, 2018 for six (6) townhouses with common elements. The subject land is situated at E/S Dalton Road, Sutton, as shown on Attachment 1 and Attachment 2. The site plan application was circulated on March 2, 2018 to internal divisions and external agencies for comments. A second submission was received by the Town November 27, 2018 and re-circulated to internal divisions and external agencies. A third submission was received by the Town May 31, 2019 and was also recirculated to all commenting agencies.

The site plan from the third submission is shown on Attachment 3 and the colour elevations plan is shown on Attachment 4.

The site is approximately 0.52 ha in size, and has no existing use. The property zoning was Transitional (T) as per the Town's Zoning By-law 500; however, the property was rezoned to a site-specific Medium Density Urban Residential (R3-61) in 2017. At the time of rezoning, preliminary design concepts were determined such as visitor parking requirements, alignment of townhouse blocks, and total number of units.

**5. ANALYSIS:**

The third submission package was circulated to all internal departments and external agencies June 3<sup>rd</sup>, 2019. Comments regarding the third submission package are noted below. A fourth submission will be required to address all internal department and external agency comments.

Although this application is through the Site Plan Approval; the proposed property has a Condominium maintaining the common elements. To avoid having reviews for both a Condominium and Site Plan Approval, the Owner has applied for a Condominium Exemption. The Condominium Exemption report DS-2019-0071 will go before Council June 19, 2019.

The applicant also needs to apply for severance (consent) and minor variance through the Committee of Adjustment. The amending Zoning By-law (500-2017-0005 (PL-5)) passed by Council on June 7, 2017, was based on one (1) lot, containing six townhomes. The Owner has since revised the proposal to have the six (6) townhouses plus one (1) condominium common element block. The location and design of the proposed townhouse building and parking lot has not changed, and the setbacks to neighbouring properties have not changed. The minor variance application is required as the lot coverage, parking locations, lot frontage, and building setbacks from the neighbouring property lines under the zoning no longer apply as there would be six (6) lots rather than one (1). The application number for the consent application is B30-19 to B25-19 and the variance application is A11-19 to A16-19. Both Committee of Adjustment applications are scheduled for June 24, 2019.

Municipal servicing is available to the property and the application has preliminary allocation set aside for the proposed 6 townhouse units through Council Resolution C-2017-0207. A 300 mm diameter watermain on Dalton Road will service the site through a 150 mm diameter watermain. A 250 mm diameter sanitary sewer on Dalton Road will service the site through a 200 mm diameter sanitary sewer. There are existing stubs for both water and sanitary at the property line.

Stormwater up to the 100 year storm is controlled on site. Quality and quantity controls are provided in a treatment train approach with infiltration trenches, grass swales, catch basin shields, an oil and grit separator, and a bioretention area. All stormwater is directed to the existing stormwater system on Dalton Road. The Owner has also provided the required water balance and phosphorus retention controls.

The applicants has cut and removed some of the existing trees on the site and the Town has collected the tree compensation amount totalling \$33,260. There will be 6 visitor parking spaces and one of which is an accessible parking space.

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

<b>Engineering</b>	Minor concerns relating to storm water management and confirmation of servicing.
<b>Planning</b>	No further concerns.
<b>Zoning</b>	No further concerns.
<b>Building</b>	No further concerns.
<b>Recreation and Culture</b>	No further concerns.
<b>Fire</b>	No further concerns.
<b>Municipal Law Enforcement Office</b>	No further concerns.
<b>Georgina Accessibility Advisory Committee</b>	No further concerns.
<b>York Region</b>	Minor concerns relating to storm water management.
<b>Southlake Hospital</b>	No further concerns.
<b>LSRCA</b>	Minor concerns relating to storm water management.

The consultant is required to address all remaining internal department and external agency comments prior to Town approval. In addition to finalizing the drawings, the Owner is required to enter into a site plan agreement. The draft site plan agreement is included as Attachment 5.

The owner/agent 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 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 statutory public meeting, the Town has provided a copy of the notice of Site Plan Review Committee Notice of SPRC meeting to all those members of the public who have expressed an interest in the process and that have registered as an interested party. Notice of the Site Plan Review Committee meeting has been published on the Town's website and on the Town page of the Georgina Advocate.

**9. CONCLUSION:**

The Applicant/Consultant 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 proposed development.

A further submission may be required to address the comments received to date. Should the intent of the plan proposed to be approved change in any substantial manner 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 proposal for six (6) townhouses located at E/S Dalton Road, Sutton, be approved subject to conditions listed in Recommendation 2 above.

Prepared by:



Owen Sanders, P. Eng.  
Supervisor of Development Engineering

Submitted by



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

Recommended by:



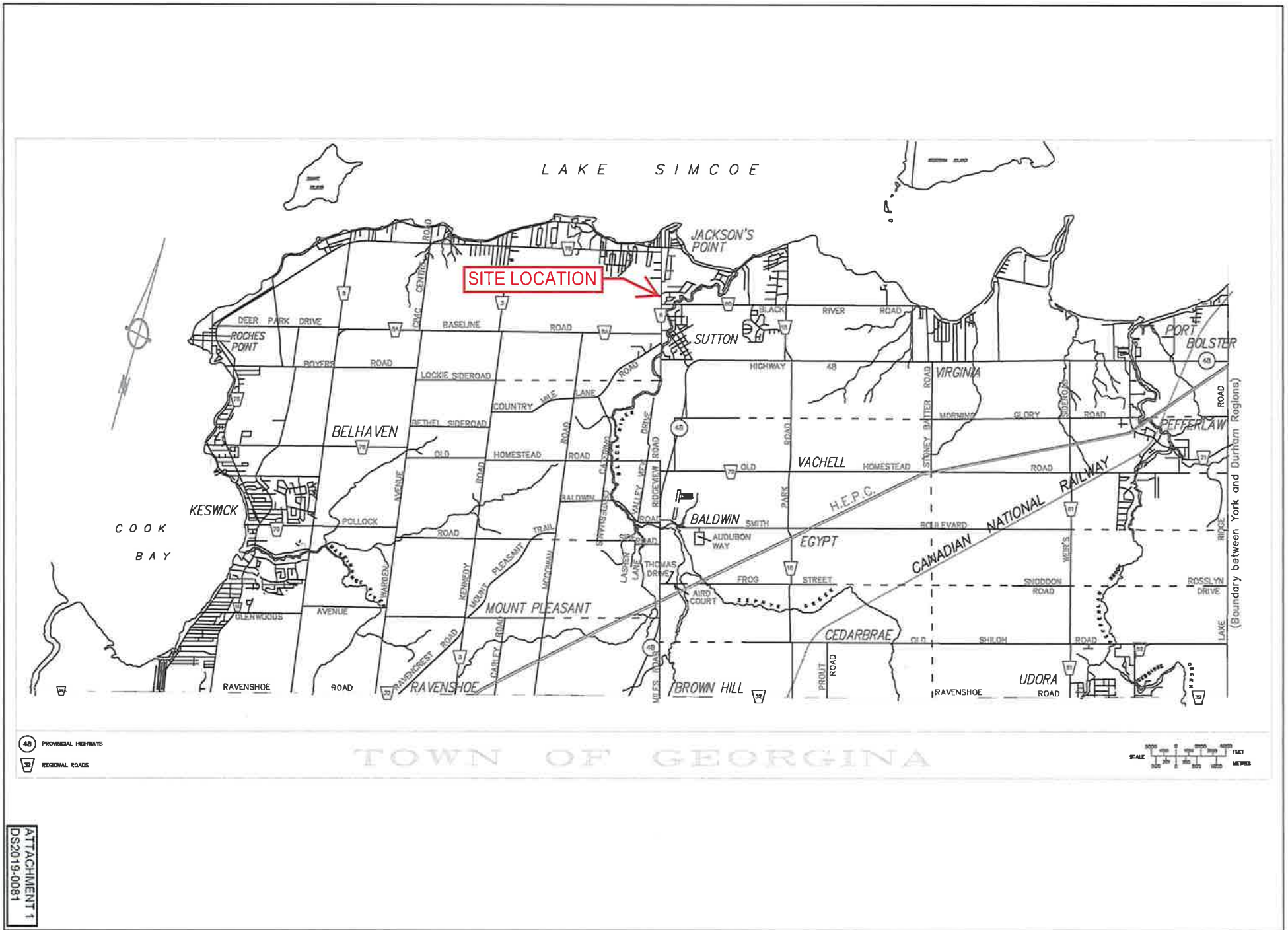
Harold W. Lenters, M.Sc.PI, MCIP, RPP  
Director of Development Services

Approved by:



Dave Reddon  
Chief Administrative Officer

*Attachment 1 – Location Map within Georgina*  
*Attachment 2 – Context Map*  
*Attachment 3 – Proposed Site Plan*  
*Attachment 4 – Elevations Drawings*  
*Attachment 3 – Site Plan Agreement*













**THE CORPORATION OF THE TOWN OF GEORGINA**

**HABITAT FOR HUMANITY**

HABITAT FOR HUMANITY – DALTON ROAD

Part Lot #, Concession # (NG),  
Parts #, Plan ##R-####  
E/S Dalton Road, Sutton

**DEVELOPMENT AGREEMENT**

**INDEX TO THE AGREEMENT**

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PART III	DESIGN AND SPECIFICATIONS
PART IV	GRADING AND DRAINAGE
PART V	LANDSCAPE PLAN
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PART XXIII	NAME AND ADDRESS OF OWNER, CONSULTANT, ENGINEER, REGION AND TOWN
PART XXIV	ENTIRE AGREEMENT
PART XXV	SUMMARY OF SCHEDULES
Date Drafted:	August 31, 2018
Revised:	June 27, 2018
Final Agreement:	June 29, 2018



THIS SITE PLAN AGREEMENT made in duplicate, this 26<sup>th</sup> day of November, 2018.

B E T W E E N:

COMPANY, 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 to construct An automatic car wash facility 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) **"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) **"Project"** means the construction of an automatic car wash facility on the Lands in accordance with the plans and works as described in Schedules "C" and "D" attached hereto.
- i) **"Lands"** means the lands and premises described in Schedule "A".
- j) **"Occupancy"** means public access for public use.
- k) **"Owner"** means the registered owner(s) of the Lands.
- l) **"Security"** means the security and deposit referred to in Part XV and Schedule "E".

- m) **"Town"** means The Corporation of the Town of Georgina.
- n) **"Region"** means The Regional Municipality of York.
- o) **"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, which plans and specifications form part of this Agreement. 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 security 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 LANDS**

The Owner shall gain access to the Lands during the period of construction only by way of **Dalton 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 . 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'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 Development Charges have been paid based on the original building size proposed. Confirmation from the property owner that the new building will not impact the current proposal and fees, is required 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 therefore 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 on-site water and sanitary sewer to the appropriate Town system.

## **PART XVIII APPROVALS**

18.1 The Owner covenants and agrees this Agreement shall be only for the construction of the Wendy's restaurant and adjacent Great Canadian Oil Change Shop on the Lands.

## **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 after receipt of notice to do so, the Town will remove such debris and garbage at the cost of the Owner and the cost of which may be collected by the Town pursuant to section 446 of the Municipal Act, 2001.

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 and the cost of which may be collected by the Town pursuant to section 446 of the Municipal Act, 2001.

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 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 by adding the said costs to the tax roll for the Lands and collecting them in the same 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 noted above, complete with phasing plan and to carry out a pre-construction meeting prior to any Works commencing on the Lands.

## **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, any preparation and registration of postponements and other required documents, including but not limited to any applicable sub search, execution search and registration fees. Such costs shall be invoiced by the Town to the Owner and shall be paid by the Owner within twenty-one (21) days of receipt of the invoice.

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, including but not limited to the Town

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: Company.  
123 Easy Street  
Georgina, Ontario L0E 1R0  
Attention: name name  
Phone: (905) 123 4567  
Email: name@name.ca

Consultant: Company.  
123 Easy Street  
Georgina, Ontario L0E 1R0  
Attention: name name  
Phone: (905) 123 4567  
Email: name@name.ca

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  
Email: jespinosa@georgina.ca

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.

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

- 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.

SITE PLAN AGREEMENT  
COMPANY, - PROJECT  
Dalton Road, Sutton  
ENG FILE: B.1.369

## **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:

To be provided by applicant

**Municipal Addresses:** ## Woodbine Avenue, Keswick

**Municipal Assessment No.:**

**SCHEDULE "B"**

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

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To be provided by applicant

DRAFT

## **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:

#### **Drawings/Plans:**

- To be provided by applicant

#### **Reports:**

- To be provided by applicant

## **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. Construction of the barrier free sidewalks, and the construction of an adequate granular base and hot-mix, hot-laid asphaltic concrete surface on the parking lot.
2. 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.
3. Construction of the storm sewer system on site consisting of pipe, bedding, manholes, catchbasins, underground storage, oil grit separator and all necessary appurtenances incidental thereto including connection of the storm system to the existing storm pipe 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. Remediation of the existing sanitary sewer connections from the proposed building to the proposed manhole on site and all necessary appurtenances incidental thereto. Item includes all backflow preventers, oil interceptors, recycled water tanks, rainwater tanks, and underground tanks directed to sanitary sewer.
5. Construction of all landscaping, planting, sidewalks, tree planting and sodding of the site in accordance with the reviewed and approved plans.
6. 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.
7. All signage is subject to the approval of the Town's By-law Department.
8. All disturbed areas within the Town's and Region right-of-ways shall be restored to the satisfaction of the Director and the Region.
9. The illumination of the parking areas shall be arranged so as to divert light away from adjacent and residential properties all in accordance with reviewed plans.

## **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. Site Plan Inspection**

The Owner shall pay the Site Plan Inspection fee of 5.4% of the tendered value of construction costs as per By-law 2018-0074 (PL-7), as amended.

##### **3. Tax Arrears**

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

##### **4. 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.

##### **5. Agreement Preparation Fees**

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

##### **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 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.



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

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

**1. Development Charges**

As per clause 16.5 of this agreement the Owner acknowledges that Development Charges have been paid based on the original building size proposed. Confirmation from the property owner that the new building will not impact the current proposal and fees paid, is required 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.

**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.

**THE CORPORATION OF THE TOWN OF GEORGINA**

**REPORT NO. DS-2019-0083**

**FOR THE CONSIDERATION OF  
SITE PLAN REVIEW COMMITTEE OF COUNCIL  
JUNE 24, 2019**

**SUBJECT: APPLICATION FOR SITE PLAN APPROVAL  
HWAWEI INC.  
RESIDENTIAL APARTMENT WITH COMMERCIAL OFFICE AND  
RETAIL  
157 HIGH STREET, SUTTON, WARD 4**

---

**1. RECOMMENDATIONS:**

- 1. That the Site Plan Review Committee receive Report DS-2019-0083 prepared by the Development Engineering Division, Development Services Department dated June 24, 2019 respecting an application for site plan approval for the construction of a residential apartment and commercial office and retail space at 157 High Street, Sutton.**
- 2. That the site plan application including all plans and drawings prepared by BJH Engineering Ltd. for the redevelopment of a residential apartment and commercial office and retail space, be approved at such time as the following conditions are fulfilled:**
  - (i) The Owner shall enter into a Development Agreement with the Town of Georgina (Town) agreeing to satisfy all municipal requirements, financial and otherwise prior to the commencement of any works.**
  - (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 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. INFORMATION:**

OWNER/APPLICANT: Hwawei Inc.  
(c/o Yi-Wei Hwa)

CONSULTANT: BJH Engineering Ltd.  
(c/o Brian Hong)

PROPERTY DESCRIPTION: 157 High Street, Sutton  
Plan 69 Part Block 53

FILE NUMBERS: B.1.382  
Roll No. 080-063

**4. BACKGROUND:**

An application for site plan approval was received by the Development Engineering Division on December 20<sup>th</sup>, 2018 for the site located at 157 High Street, Sutton for a proposed change in use of an existing building. The existing property contains one (1) mixed use building, and one (1) storage garage. The mixed use building contains a residential apartment on the second floor and a doctor's office on the main floor. The proposed change in use is to convert the existing doctor's office into three (3) commercial units. The residential unit on the second floor is currently being renovated, but will remain as one (1) unit. Refer to Attachment 1 and Attachment 2 for the reference location and context map.

The site plan from the second submission is shown on Attachment 3, and a photo of the existing building is shown on Attachment 4. The existing building was constructed in the late 1800s by Dr. Boynton. It was then sold to a succession of doctors: Beattie, Tutchie, and Knupp.

The site is approximately 0.28 ha in size. The site is zoned General Commercial (C1), and the proposed use is permitted under C1 zoning of the Town's Zoning By-law 500.

## 5. **ANALYSIS:**

The second submission package was circulated to all internal departments and external agencies on March 26, 2019. Comments regarding the second submission package are noted below. A third submission may be required to address all internal department and external agency comments.

Municipal servicing is existing on the property. No new residential units are being added; therefore, no additional allocation is required. The existing water and sanitary connection to the building is to remain.

As existing, there are two (2) entrances to the site. At the request of York Region, the western entrance will be removed, and there will only be one (1) entrance to the site. Based on 173 m<sup>2</sup> of commercial floor space and one (1) residential unit, a total of thirteen (13) parking spaces will be provided; including one (1) accessible parking space.

The site is graded to positively drain water to High Street to the south, or a large soakaway pit to the north. To provide quality controls for stormwater, the parking lot runoff is directed to a bioretention area which fronts High Street. Permeable pavers are also proposed along the pedestrian walkways.

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

<b>Engineering</b>	Minor concerns relating to storm water management.
<b>Planning</b>	No further concerns.
<b>Zoning</b>	Comments addressed.
<b>Building</b>	No further concerns.
<b>Recreation and Culture</b>	Request for larger landscaping areas. Request for additional tree planting details, and recommended species selection.
<b>Fire</b>	Comments received. Must comply with OBC. No further concerns.
<b>Municipal Law Enforcement Office</b>	No further concerns.
<b>Georgina Accessibility Advisory Committee</b>	Comments received. Meets all requirements. No further concerns.
<b>York Region</b>	Minor concerns relating to High Street right-of-way curb cuts and landscaping.
<b>Southlake Hospital</b>	No further concerns.
<b>LSRCA</b>	Site plan not required to be reviewed by LSRCA

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 5.

The Owner will be making a short presentation of the site plan drawings, including a description of the proposal 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 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 statutory public meeting, the Town has provided a copy of the notice of Site Plan Review Committee Notice of SPRC meeting to all those members of the public who have expressed an interest in the process and that have registered as an interested party. Notice of the Site Plan Review Committee meeting has been published on the Town's website and on the Town page of the Georgina Advocate.

**9. CONCLUSION:**

The 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 may be required to address the comments received to date. Should the intent of the plan proposed to be approved change in any substantial manner as a result of those comments, staff will return to the Committee with an updated site plan and report.

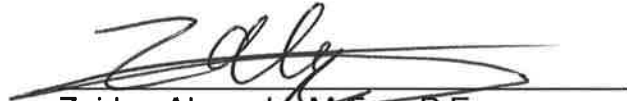
It is now respectfully recommended that the proposal for a change in use from a doctor's office to three (3) commercial units at 157 High Street, Sutton be approved at such time as the conditions as outlined within Recommendation 2 above are fulfilled.

Prepared by:



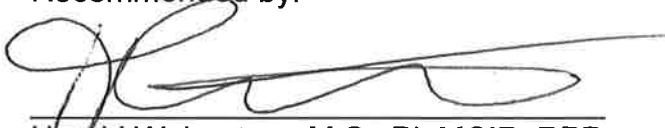
Owen Sanders, P. Eng.  
Supervisor of Development Engineering

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:



Dave Reddon  
Chief Administrative Officer

*Attachment 1 – Location Map*  
*Attachment 2 – Context Map*  
*Attachment 3 – Proposed Site Plan*  
*Attachment 4 – Photo of Site*  
*Attachment 5 – Draft Site Plan Agreement*







1: 2,257  
June 14, 2019



ATTACHMENT 2  
DS-2019-0083



GENERAL NOTES:  
CONCRETE CURB AND GUTTER:  
SHALL CONFORMING TO OPSD 600.040 OR OPSD 600.070  
CONCRETE STRENGTH SHALL BE:  
- MIN. OF 32 MPa AT 28 DAYS  
- 355 kg/m<sup>3</sup> CEMENT  
- 7% +/- 1.5% AIRE ENTRAINMENT  
- 60 mm SLUMP.

DRIVEWAY AND PARKING: COMMERCIAL

- ASPHALT 40mm HL3 SURFACE COURSE  
60mm HL8 BASE COURSE  
- GRANULAR 200mm GRANULAR "A"  
300mm GRANULAR "B"

EXISTING: C-1 (GENERAL COMMERCIAL)

LOT AREA: 2,740 sq.m  
EX. BUILDINGS:  
OFFICE & RESIDENCE  
MAIN BLDG: 186.5 sq.m  
GARAGE: 65.9 sq.m  
TOTAL: 252.4 sq.m  
LOT COVERAGE: 9.21 %

LZ (LOADING ZONE): 4.0m x 11.0m  
ACCESSIBLE PARKING: 5.0m x 5.7m  
GENERAL PARKING: 3.0m x 5.7m

ZONING: C-1  
(GENERAL COMMERCIAL)

REFERENCES:  
LANDSCAPE PLAN - BY GREEN-WHY LANDSCAPE INC.  
LIGHTING PLAN - BY JRL ENGINEERING INC.

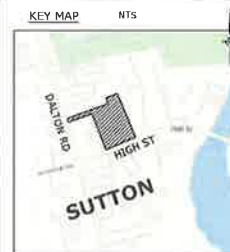
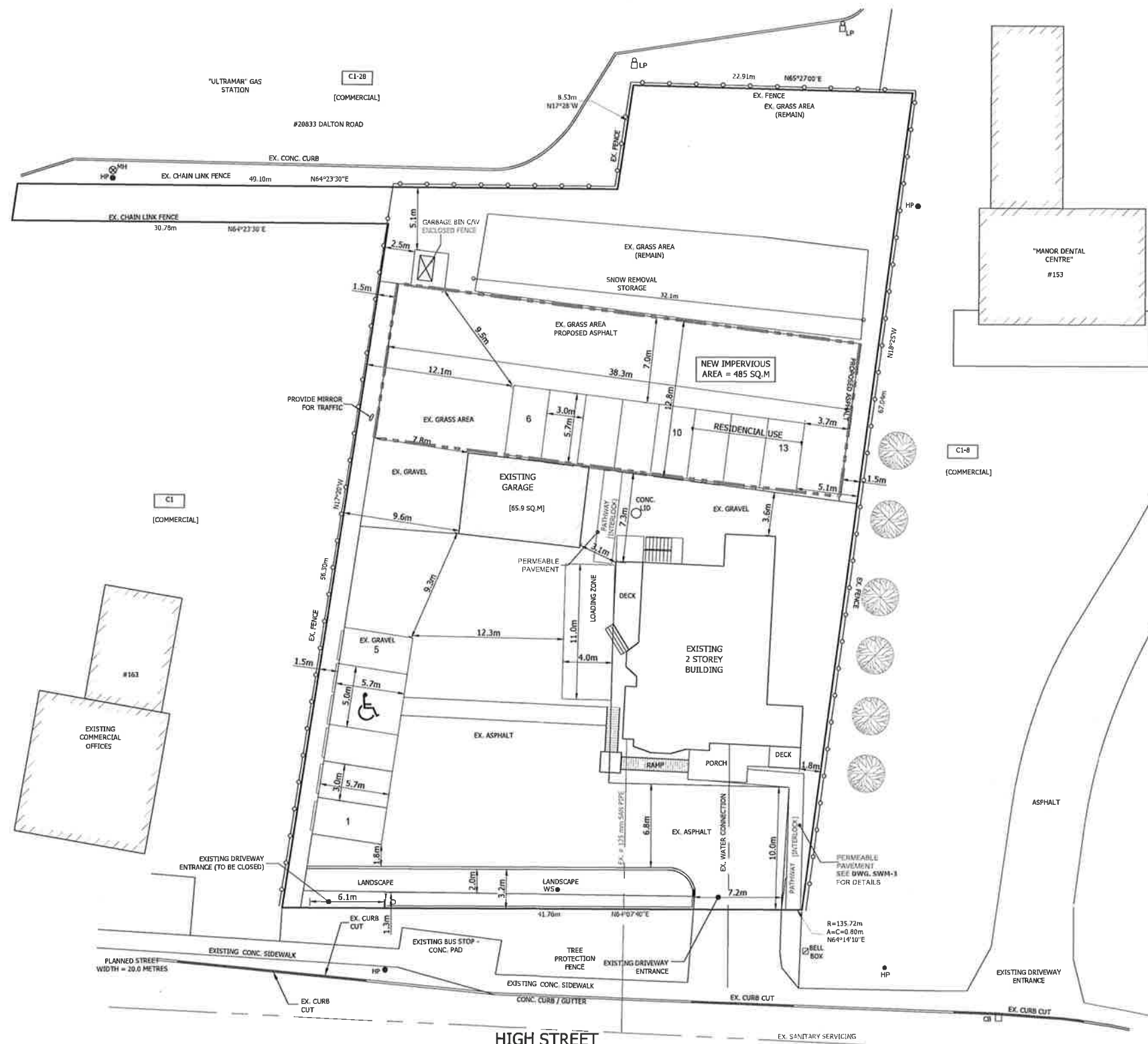
PARKING ANALYSIS:

EXISTING BUILDING:  
1ST FLOOR (OFFICES) = 1,860 SQ.F  
2ND FLOOR (RES) = 1,560 SQ.F  
TOTAL = 3,420 SQ.F (318 SQ.M)

BASED ON OFFICES:  
173 SQ.M x 5.5 / 95 SQ.M = 10 SPACES  
1 RESIDENTIAL = 3 SPACES  
13 SPACES REQUIRED.

PROVIDE 13 SPACES INCLUDING ONE (1) ACCESSIBLE  
PARKING  
PROVIDE 1 LOADING SPACE (4.0m x 11.0m)

DALTON ROAD



LEGEND

- MH MANHOLE
- WS WATER SERVICE CONNECTION
- CB CATCHBASIN
- RD ROOF DOWNSPOUTS
- HP HYDRO POLE
- SILT FENCE
- EXISTING TREE
- LP LIGHT POST
- SIGN

NOT FOR CONSTRUCTION

MANAGER OF DEVELOPMENT ENGINEERING  
TOWN OF GEORGINA



REV.1-APR 2019: GENERAL REVISIONS

HWA PROPERTY  
PLAN 69, PART BLOCK 53  
157 HIGH STREET  
TOWN OF GEORGINA

OVERALL SITE PLAN

**BJH Engineering Ltd.**  
25944 WOODBINE AVENUE  
KESWICK, ONT L4P 3E9  
phone: 1.888.530.0699  
email: bjhongconsulting@gmail.com  
www.bjhengineering.ca

ATTACHMENT 3  
DS-2019-0083



ATTACHMENT 4  
DS-2019-0083

**THE CORPORATION OF THE TOWN OF GEORGINA**

**WEI HWA**

One (1) Residential Unit and Three (3) Commercial Units

Part Lot #, Concession # (NG),  
Parts #, Plan ##R-####  
157 High Street, Sutton

**DEVELOPMENT 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 LANDS
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
Date Drafted:	August 31, 2018
Revised:	June 27, 2018
Final Agreement:	June 29, 2018

THIS SITE PLAN AGREEMENT made in duplicate, this 26<sup>th</sup> day of November, 2018.

B E T W E E N:

COMPANY, 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 to construct An automatic car wash facility 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) **"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) **"Project"** means the construction of an automatic car wash facility on the Lands in accordance with the plans and works as described in Schedules "C" and "D" attached hereto.
- i) **"Lands"** means the lands and premises described in Schedule "A".
- j) **"Occupancy"** means public access for public use.
- k) **"Owner"** means the registered owner(s) of the Lands.
- l) **"Security"** means the security and deposit referred to in Part XV and Schedule "E".



- m) **"Town"** means The Corporation of the Town of Georgina.
- n) **"Region"** means The Regional Municipality of York.
- o) **"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, which plans and specifications form part of this Agreement. 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 security 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 LANDS**

The Owner shall gain access to the Lands during the period of construction only by way of **Dalton 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 . 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'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 Development Charges have been paid based on the original building size proposed. Confirmation from the property owner that the new building will not impact the current proposal and fees, is required 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 therefore 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 on-site water and sanitary sewer to the appropriate Town system.

## **PART XVIII APPROVALS**

18.1 The Owner covenants and agrees this Agreement shall be only for the construction of the Wendy's restaurant and adjacent Great Canadian Oil Change Shop on the Lands.

## **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 after receipt of notice to do so, the Town will remove such debris and garbage at the cost of the Owner and the cost of which may be collected by the Town pursuant to section 446 of the Municipal Act, 2001.

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 and the cost of which may be collected by the Town pursuant to section 446 of the Municipal Act, 2001.

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 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 by adding the said costs to the tax roll for the Lands and collecting them in the same 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 noted above, complete with phasing plan and to carry out a pre-construction meeting prior to any Works commencing on the Lands.

## **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, any preparation and registration of postponements and other required documents, including but not limited to any applicable sub search, execution search and registration fees. Such costs shall be invoiced by the Town to the Owner and shall be paid by the Owner within twenty-one (21) days of receipt of the invoice.

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, including but not limited to the Town

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: Company.  
123 Easy Street  
Georgina, Ontario L0E 1R0  
Attention: name name  
Phone: (905) 123 4567  
Email: name@name.ca

Consultant: Company.  
123 Easy Street  
Georgina, Ontario L0E 1R0  
Attention: name name  
Phone: (905) 123 4567  
Email: name@name.ca

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  
Email: jespinosa@georgina.ca

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.

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.

COMPANY.

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NAME NAME  
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

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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:

To be provided by applicant

**Municipal Addresses:** ## Woodbine Avenue, Keswick

**Municipal Assessment No.:**



**SCHEDULE "B"**

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

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To be provided by applicant

DRAFT

## **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:

#### **Drawings/Plans:**

- To be provided by applicant

#### **Reports:**

- To be provided by applicant

## **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. Construction of the barrier free sidewalks, and the construction of an adequate granular base and hot-mix, hot-laid asphaltic concrete surface on the parking lot.
2. 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.
3. Construction of the storm sewer system on site consisting of pipe, bedding, manholes, catchbasins, underground storage, oil grit separator and all necessary appurtenances incidental thereto including connection of the storm system to the existing storm pipe 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. Remediation of the existing sanitary sewer connections from the proposed building to the proposed manhole on site and all necessary appurtenances incidental thereto. Item includes all backflow preventers, oil interceptors, recycled water tanks, rainwater tanks, and underground tanks directed to sanitary sewer.
5. Construction of all landscaping, planting, sidewalks, tree planting and sodding of the site in accordance with the reviewed and approved plans.
6. 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.
7. All signage is subject to the approval of the Town's By-law Department.
8. All disturbed areas within the Town's and Region right-of-ways shall be restored to the satisfaction of the Director and the Region.
9. The illumination of the parking areas shall be arranged so as to divert light away from adjacent and residential properties all in accordance with reviewed plans.

## **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. Site Plan Inspection**

The Owner shall pay the Site Plan Inspection fee of 5.4% of the tendered value of construction costs as per By-law 2018-0074 (PL-7), as amended.

##### **3. Tax Arrears**

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

##### **4. 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.

##### **5. Agreement Preparation Fees**

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

##### **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 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.

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

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

**1. Development Charges**

As per clause 16.5 of this agreement the Owner acknowledges that Development Charges have been paid based on the original building size proposed. Confirmation from the property owner that the new building will not impact the current proposal and fees paid, is required 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.

**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.