

THE CORPORATION OF THE  
TOWN OF GEORGINA



SITE PLAN REVIEW COMMITTEE  
OF COUNCIL

AGENDA

Tuesday, October 13, 2020  
11:00 a.m.

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

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

Tuesday, October 13, 2020  
11:00 a.m.

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

### **WARD 2**

RE:	Site Plan Control Approval Application
Owner:	The Regional Municipality of York
Consultant:	GHD Limited
Proposal:	Various Improvements to Sanitary Pumping Station
Location:	209A The Queensway S.
Town Files:	S.3.26 / Roll No. 146-472 / 146-473

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2020-0084

### **RECOMMENDATIONS:**

1. That the Site Plan Review Committee of Council receive Report No. DS-2020-0084, prepared by the Development Engineering Division, Development Services Department, dated October 13, 2020 respecting an application for Site Plan Approval at 209A The Queensway South in Keswick for upgrades to the Keswick Sanitary Pumping Station.

2. That the Site Plan Application including all plans and drawings submitted on behalf of The Regional Municipality of York (the "Region") for the construction of a new access to Richmond Park Drive, forcemain, and a new building to house a generator and odour control unit, having a municipal address of 209A The Queensway South, Keswick, be approved at such time as the following conditions are fulfilled:
  - i. 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 of Georgina.
  - ii. The Owner shall provide security in the amount of 100% of the cost of works external to 209A The Queensway South to guarantee completion of works on Town owned lands, all to the satisfaction of the Town of Georgina.
  - iii. The Owner shall provide the Town of Georgina with a liability insurance policy in the amount \$5 million naming the Town as co-insured party all to the satisfaction of the Town of Georgina.
  - iv. The Owner shall satisfy the requirements of all municipal departments and other agencies having jurisdiction.
  - v. The Owner shall enter into a Site Plan Agreement with the Town agreeing to satisfy all municipal requirements, financial and otherwise.
  - vi. That the above conditions i. to v. are satisfied within one (1) year of October 13, 2020.
3. That the Site Plan Review Committee of Council authorize staff to make minor revisions to the site plan agreement or drawings to address any Town Solicitor, 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-2020-0084**

**FOR THE CONSIDERATION OF  
SITE PLAN REVIEW COMMITTEE OF COUNCIL  
OCTOBER 13, 2020**

**SUBJECT: APPLICATION FOR SITE PLAN APPROVAL  
PROPOSED KESWICK SEWAGE PUMPING STATION UPGRADES  
209A THE QUEENSWAY SOUTH, KESWICK**

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**1. RECOMMENDATIONS:**

- 1. That the Site Plan Review Committee of Council receive Report No. DS-2020-0084, prepared by the Development Engineering Division, Development Services Department, dated October 13, 2020 respecting an application for Site Plan Approval at 209A The Queensway South in Keswick for upgrades to the Keswick Sanitary Pumping Station.**
- 2. That the Site Plan Application including all plans and drawings submitted on behalf of The Regional Municipality of York (the "Region") for the construction of a new access to Richmond Park Drive, forcemain, and a new building to house a generator and odour control unit, having a municipal address of 209A The Queensway South, Keswick, be approved at such time as the following conditions are fulfilled:**
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  - ii. The Owner shall provide security in the amount of 100% of the cost of works external to 209A The Queensway South to guarantee completion of works on Town owned lands, all to the satisfaction of the Town of Georgina.**
  - iii. The Owner shall provide the Town of Georgina with a liability insurance policy in the amount \$5 million naming the Town as co-insured party all to the satisfaction of the Town of Georgina.**
  - iv. The Owner shall satisfy the requirements of all municipal departments and other agencies having jurisdiction.**
  - v. The Owner shall enter into a Site Plan Agreement with the Town agreeing to satisfy all municipal requirements, financial and otherwise.**

vi. That the above conditions i. to v. are satisfied within one (1) year of October 13, 2020.

3. That the Site Plan Review Committee of Council authorize staff to make minor revisions to the site plan agreement or drawings to address any Town Solicitor, Town department or external agency requirements.

2. **PURPOSE:**

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

3. **PROPOSAL:**

OWNER: The Regional Municipality of York

CONSULTANT: GHD Limited

PROPERTY DESCRIPTION: 209A The Queensway South (refer to Attachment 1 and Attachment 2)

FILE NUMBER: S.3.26 – Site Plan Application

4. **BACKGROUND:**

In July 2020 the Regional Municipality of York (the "Region") submitted a Site Plan Application to facilitate the construction of a new access to Richmond Park Drive, forcemain, and a new building to house a generator and odour control unit. The Keswick Sewage Pumping Station (the "SPS") transfers sewage from Keswick to the Keswick Water Resource Recovery Facility (the "WRRF") located at 153 Morton Ave, Keswick. The existing SPS has one forcemain and four wet wells, and an outdoor odour control unit. The Region purchased the Town's property on 211 The Queensway South in autumn 2018 and merged the property with the Region's SPS property at 209A The Queensway South. This property allows the Region to construct the proposed entrance off Richmond Park Drive.

5. **ANALYSIS:**

The proposed works include: twin forcemains from the SPS to the WRRF, odour control building, standby generator, new entrance, and upgraded mechanical and electrical systems. These upgrades provide redundancy in the system which will reduce chances of SPS failure and local basement flooding. The existing and proposed site plans are provided as Attachments 3 and 4 respectively.

Relocating the entrance to Richmond Park Drive reduces turning movements to The Queensway South which will provide safer turning movements to and from site. There will be landscaping works to assist in shielding the view of the building

from Richmond Park Drive.

The existing building on site is 132 m<sup>2</sup> and the proposed odour control building is 98 m<sup>2</sup>. There will be no defined parking spaces; as the only vehicles entering the gated property are limited number of Region trucks attending the site for operation and maintenance tasks.

The twin 450 mm forcemains will be encased in a 1500 mm steel pipe which will be microtunnelled under Richmond Park Drive and Springwater Drive where they will enter the southwest corner of the WRRF property. As per normal development practices of the Town, the Town will collect securities equal to 100% of the estimated cost of work for any works occurring on Town lands.

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

- Development Engineering Division
- Planning Division
- Zoning Division
- Building Division
- Operations and Infrastructure Department
- Parks Division
- Municipal Law Enforcement Division
- Fire & Emergency Services Department
- Georgina Accessibility Advisory Committee
- Lake Simcoe Region Conservation Authority (the “LSRCA”)
- Regional Municipality of York
- Southlake Regional Health Centre

Through the first submission, some internal department and external agency comments related to the Site Plan Approval are listed below.

#### PLANNING AND ZONING:

The subject property is designated ‘Maskinonge Urban Centre’ on Schedule ‘F1’ of the Keswick Secondary Plan and zoned ‘General Commercial’ (C1) as per the Zoning By-law No. 500. The proposed use is not listed amongst the permitted uses for the C1 zoning; however, lands owned by the Region are exempt from the Zoning By-law.

The building will be bricked to assist in blending into the adjacent residential area. There will also be trees and shrubs planted along Richmond Park Drive to soften the view of the SPS property. The building elevation plan is Attachment 5.

#### BUILDING DIVISION:

Building staff have reviewed the information submitted and will provide detailed review upon submission of the building permit application.

## DEVELOPMENT ENGINEERING:

The Town's Engineering Division has reviewed the submitted technical plans with respect to grading, drainage, municipal services, and functionality of the design to ensure compliance with the Town's Design Criteria. The site has municipal services provided by the 600 mm watermain on The Queensway South, and direct sanitary servicing. Minor stormwater management and grading design changes are required to meet stormwater quality and quantity objectives. The revised stormwater management is proposed east of the parking lot and will consist of low impact development features similar to enhanced swales and soakaway pits. All stormwater runoff will be directed to a swale in the middle of site, and will ultimately outlet to the existing storm sewer on The Queensway South. All of the Site Plan Approval requirements including works on Town lands will be detailed in the Site Plan Agreement. The draft Site Plan Agreement is provided as Attachment 6. The Agreement will be reviewed by the Town solicitor prior to execution.

## ENVIRONMENTAL:

The LSRCA has indicated no objection to the proposed site plan and has indicated that the subject site does not meet the criteria for major development and the property is outside of an area governed by Ontario Regulation 179/06 under the Conservation Authorities Act. Therefore, SPS upgrades will not need a permit from Lake Simcoe Region Conservation Authority.

The standby generator is a natural gas generator. The Region has applied for an Environmental Compliance Approval (the "ECA") for noise and emissions for the natural gas generator. The ECA will be required prior to Site Plan Approval.

## ADDITIONAL COMMENTS:

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

The Georgina Accessibility Advisory Committee has reviewed the drawings and indicated no objection.

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

Under the Town's Site Plan Control By-law 2020-0037; the approval authority is the Site Plan Control Review Committee due to the size of the building addition exceeding 40% of the gross floor area.

### A) Legislated

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

### B) Non-Legislated

Although the Planning Act does not require a statutory public meeting, the Town recognizes the public interest in this development and provided a copy of the notice of the SPRC meeting to members of the public (none for this application) who have

have expressed an interest in the process. Notice of the Site Plan Review Committee meeting has also been published on the Town's website.

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

**7. CONCLUSION:**

The Keswick SPS upgrades are required to reduce odour concerns and provide additional fail-safe measures such as upgraded mechanical and electrical systems, and twin forcemains. These upgrades will reduce the chances of failure of the SPS causing sewage back up within the local sanitary sewers.

Staff are in a position to recommend to the Site Plan Review Committee approval of the site plan submitted by the Region subject to the recommendations as outlined above.

Prepared by:

Submitted by:

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Carol Liu, EIT, MASc.  
Development Engineering  
Technologist



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

Recommended by:

Approved by:



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



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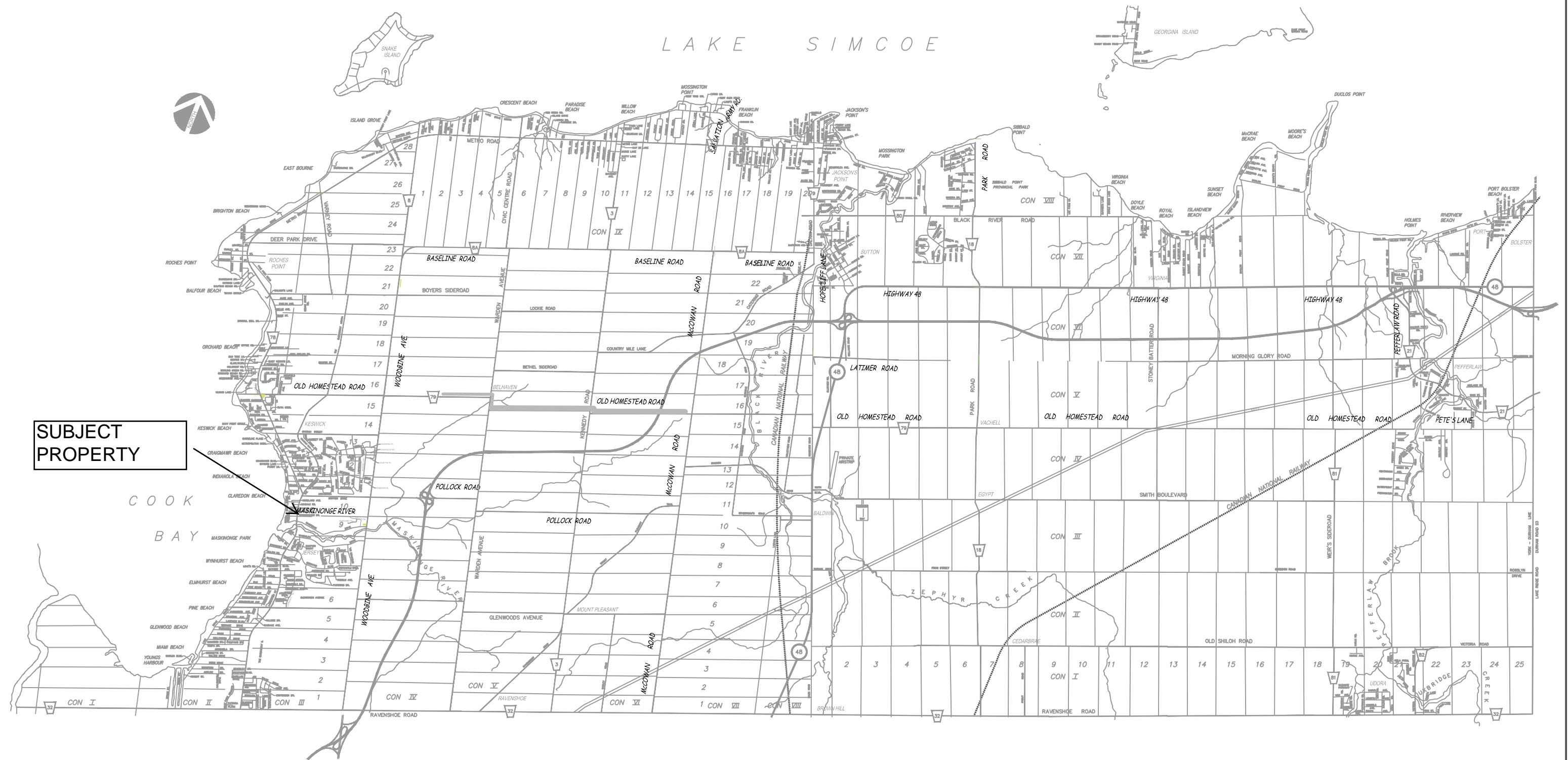
David Reddon  
Chief Administrative Office

Attachment 1 – Context Map  
Attachment 2 – Aerial Map  
Attachment 3 – Existing Site Plan  
Attachment 4 – Proposed Site Plan  
Attachment 5 – Building Elevations  
Attachment 6 – Draft Site Plan Agreement



# **Attachment 1**

## **Context Map**

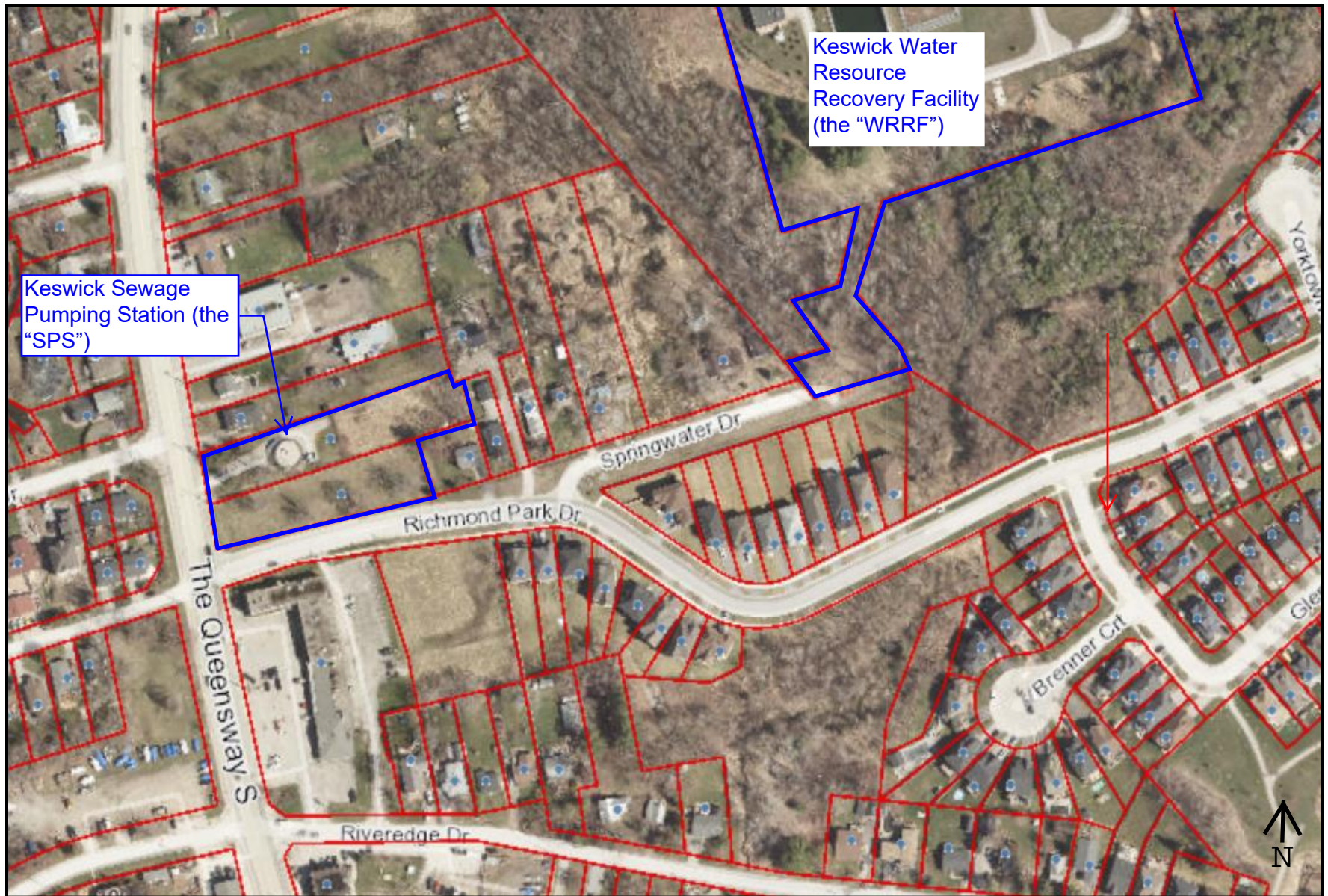


CONTEXT MAP

# **Attachment 2**

## **Aerial Map**





# **Attachment 3**

## **Existing Site Plan**





# **Attachment 4**

## **Proposed Site Plan**



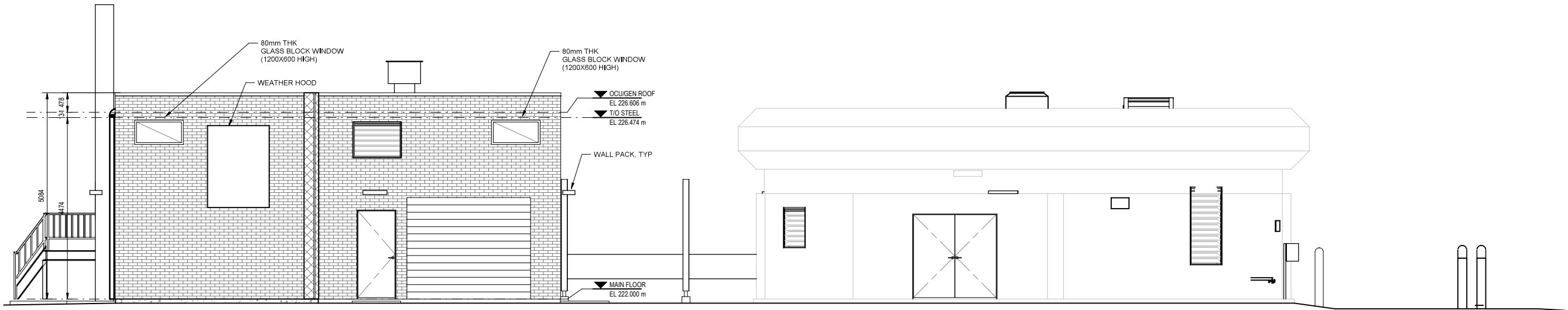
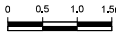




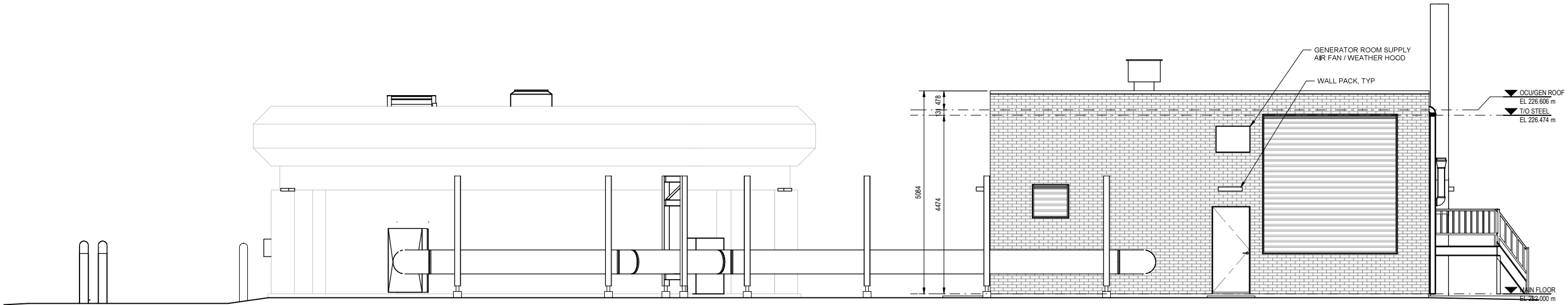
# **Attachment 5**

## **Building Elevations**

METRIC



**NORTH ELEVATION**  
SCALE 1:50



**SOUTH ELEVATION (Facing Richmond Park Dr)**  
SCALE 1:50

Report DS-2020-0084  
Attachment 5 - Building  
Elevation Plan

6/29/2020 4:39:28 PM BIM 360://11155619-00 - Keswick Sewage Pumping Station Upgrades/11155619-07(002)ME-WA001.rvt



No.	DATE	REVISIONS	BY
A	4/26/2019	ISSUED FOR 80% DESIGN (DRAFT)	I.S.
B	9/04/2019	ISSUED FOR 90% DESIGN (DRAFT)	I.S.
C	02/12/2020	ISSUED FOR 100% REVIEW	I.S.
D	05/27/2020	ISSUED FOR BUILDING PERMIT	I.S.

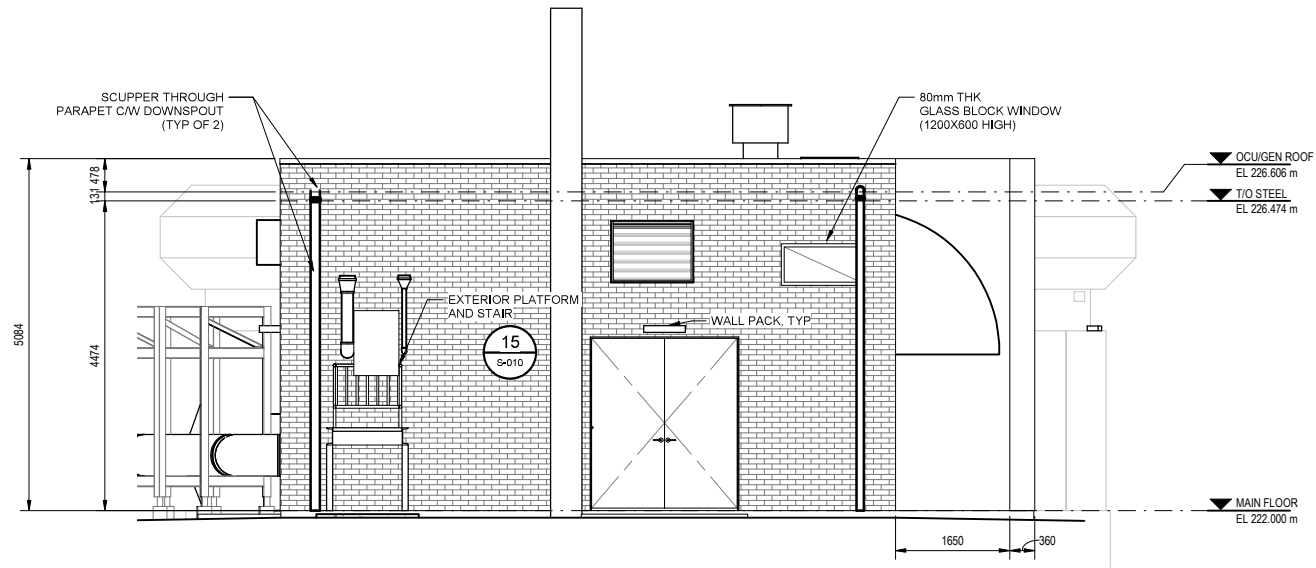


Environmental  
Services

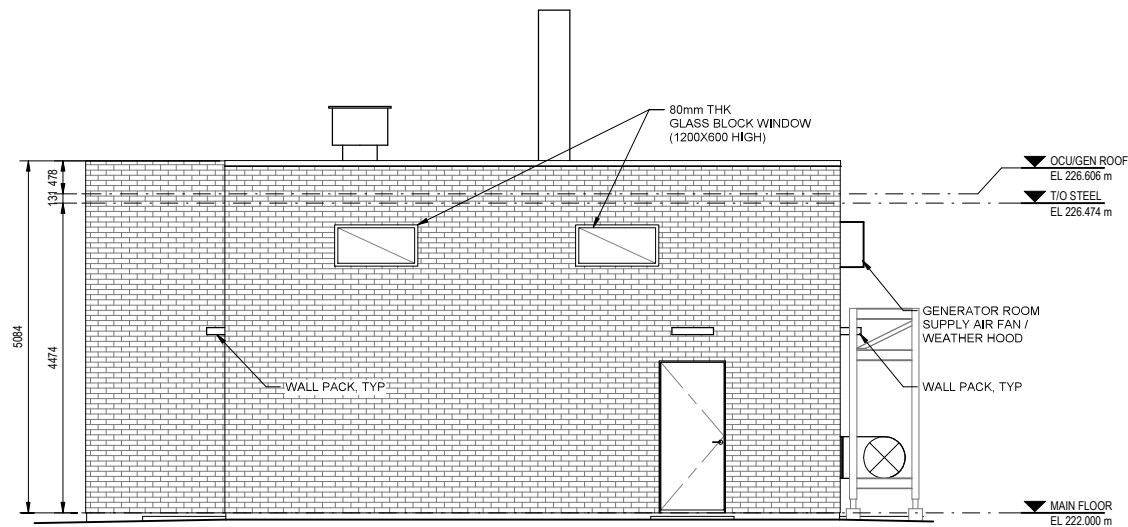
DESIGN A.A.
DRAWN A.N.
CHECKED T.M.

KESWICK SEWAGE PUMPING  
STATION UPGRADES  
209A THE QUEENSWAY SOUTH  
ELEVATIONS (1 OF 2)

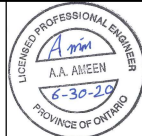
DWG. NO. A-005
CONT. NO.
SHEET NO. XX OF XX



EAST ELEVATION  
SCALE 1:50



WEST ELEVATION  
SCALE 1:50

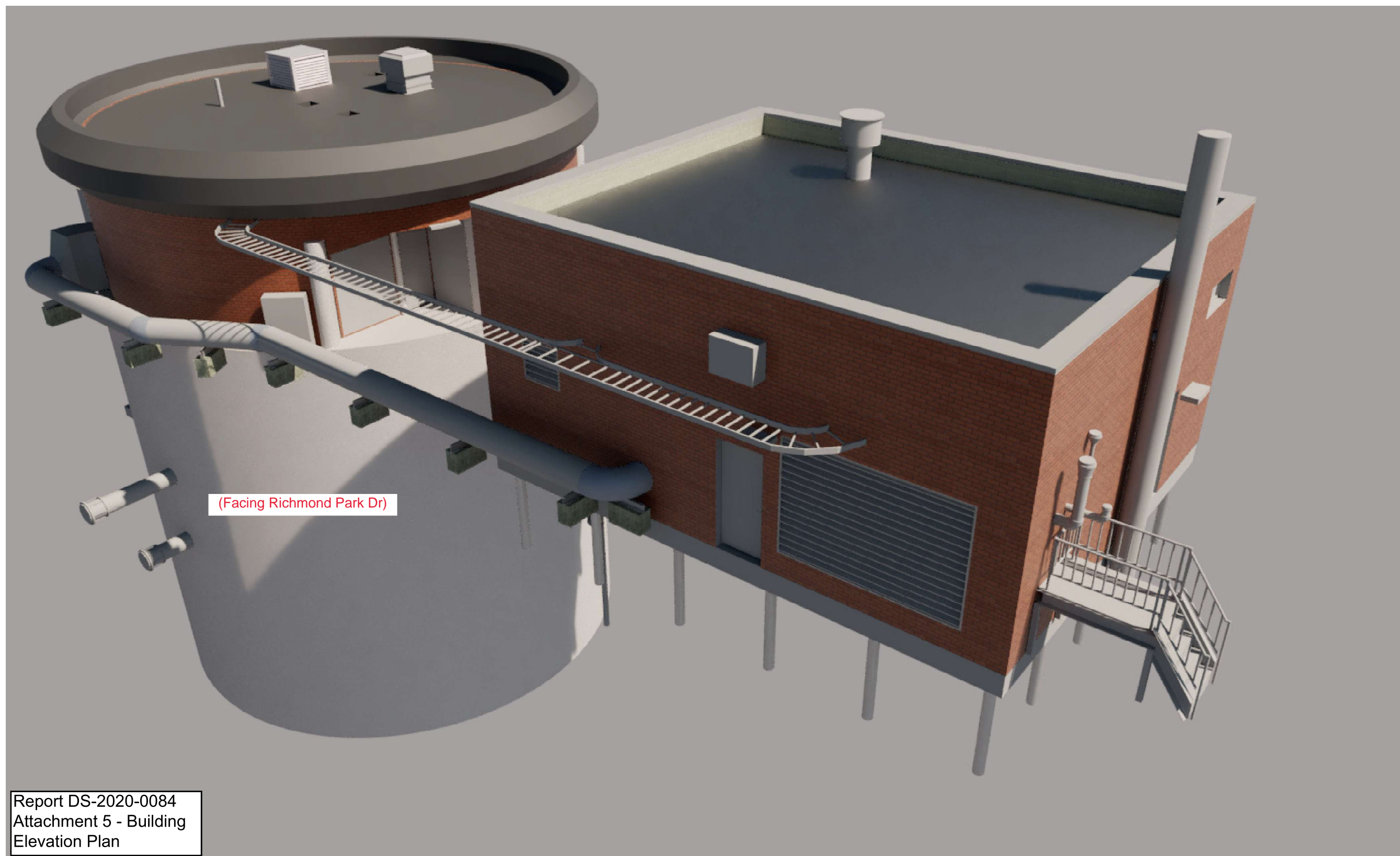


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DESIGN A.A.
DRAWN J.S.
CHECKED T.M.

DWG. NO. A-006
CONT. NO.
SHEET NO. XX OF XX



(Facing Richmond Park Dr)

# **Attachment 6**

## **Draft Site Plan Agreement**

**THE CORPORATION OF THE TOWN OF GEORGINA**

**The Regional Municipality of York  
Keswick Sewage Pumping Station Upgrades**

**209A The Queensway South**

**SITE PLAN AGREEMENT  
INDEX TO THE AGREEMENT**

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PART I	DEFINITIONS AND SCOPE OF AGREEMENT
1.1	Definitions
1.2	Lands Affected
1.3	Scope of Agreement
PART II	PROFESSIONAL ENGINEER/ LANDSCAPE CONSULTANT
PART III	DESIGN AND SPECIFICATIONS
PART IV	GRADING AND DRAINAGE
PART V	LANDSCAPE PLAN
PART VI	ACCESS TO THE PROJECT
PART VII	INSPECTION OF WORKS
PART VIII	INCOMPLETE OR FAULTY WORK
PART IX	ACCEPTANCE OF THE WORKS
PART X	COMMENCEMENT OF CONSTRUCTION
PART XI	CONSTRUCTION COMMUNICATION
PART XII	TIME LIMIT FOR COMPLETION OF WORKS
PART XIII	CONSTRUCTION ACT
PART XIV	LIABILITY INSURANCE

PART XV	INDEMNIFICATION
PART XVI	SECURITY AND MAINTENANCE
PART XVII	FINANCIAL PAYMENTS
PART XVIII	BUILDING REQUIREMENTS
PART XIX	APPROVALS
PART XX	GENERAL PROVISIONS
PART XXI	SPECIAL PROVISIONS
PART XXII	ADMINISTRATION
PART XXIII	GOVERNING LAW
PART XXIV	NAME AND ADDRESS OF OWNER, CONSULTANT, ENGINEER, AND TOWN
PART XXV	ENTIRE AGREEMENT
PART XXVI	SUMMARY OF SCHEDULES

Agreement Drafted:

THIS SITE PLAN AGREEMENT made in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2020.

B E T W E E N:

**THE REGIONAL MUNICIPALITY OF YORK**

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 he is the Owner of the lands described in Schedule "A" hereto ("the Lands"), as stated in the Solicitor's Certificate attached to this Agreement as Schedule "B";

AND WHEREAS the Owner has applied to the Town under s.41 of the Planning Act, R.S.O. 1990, s.P.13, as amended, for site plan approval in respect of the construction of a new building to house a generator and odor control unit and a new access to Richmond Park Drive from 209A The Queensway South.

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 AND SCOPE OF AGREEMENT**

**1.1 Definitions**

In this agreement:

- a) **"Agreement"** means this Development Agreement;
- b) **"Consultant"** means the Owner's Professional Consultant;
- c) **"Director"** means the Director of Development Services of the Town of Georgina or their designate;
- d) **"Engineer"** means a Professional Engineer retained by the Owner in accordance with Part II;
- e) **"Final Acceptance"** means the date when all Works under this Agreement have been completed, including Director approval of the completed Internal Works checklist in Schedule "F";
- f) **"Internal Works"** means all works within the Lands as described in Schedule A;
- g) **"Lands"** means the lands and premises described in Schedule 'A';
- h) **"Landscape Architect"** means a Professional Landscape Architect retained by the Owner in accordance with Part II;
- i) **"Maintenance Period"** means the period of time following Preliminary Acceptance of the Public Works and prior to Assumption of same by the Town;
- j) **"Owner"** means the registered Owner(s) of the Lands;
- k) **"Preliminary Acceptance"** means the date upon the maintenance period for the Public Works has commenced;
- l) **"Public Works"** means all municipal infrastructure to be constructed pursuant to this Agreement which will ultimately be utilized by the general



- public and assumed by the Town; set out in Schedule 'D';
- m) **"Region"** means the Regional Municipality of York;
  - n) **"Security"** means the securities and deposit referred to in Schedule 'E';
  - o) **"Town"** means the Corporation of the Town of Georgina;
  - p) **"Works"** means the summation of Public Works and Internal Works.

### 1.2 Lands Affected

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

### 1.3 Scope of Agreement

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

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

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

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

## **PART III      DESIGN AND SPECIFICATIONS**

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

## **PART IV      GRADING AND DRAINAGE**

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

## **PART V      LANDSCAPE PLAN**

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

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

The Owner shall gain access to the project during the period of construction only by way of **Richmond Park Drive** 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**

### **INTERNAL WORKS**

Following the completion of all the Internal Works, the Consultant shall submit their 'Certificate of Completion' and all documentation as specified in Schedule 'F' being a security release checklist to the Director. 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(s) 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 written acceptance by the Director of the Consultant's Certificate of Completion, receipt of the 'as built' drawings and all documentation as specified in Schedule 'F' being a security release checklist shall constitute Final Acceptance of the Internal Works by the Town.

Prior to the granting of any such reduction, the Owner shall submit to the Town a Statutory Declaration that they have paid all contractors and subcontractors associated with the construction of the works and services and complied fully with the provisions of the Construction Act.

## **PUBLIC WORKS**

### Preliminary Acceptance - Underground Services

Following completion of the construction of all underground Public Works, the Engineer for the Owner shall submit and carry out all requirements as indicated in Schedule 'G', Section 1 to the Director. Underground works and services include storm sewers, sanitary sewers, watermains and all appurtenances incidental thereto; the granular road base, base course asphalt and base stage curb and gutter. The Director shall, within sixty (60) days from the receipt of the Certificate as aforesaid, either advise the Engineer for the Owner, in writing, that such works have been completed to his satisfaction or set forth in writing particulars wherein the work has not been so completed. In the event that the Director submits a list of requirements, the Engineer for the Owner shall submit their Certificate as to the completion of such requirements and the Director shall similarly advise as to their satisfaction or otherwise in respect to such requirements. The final approval by the Director shall constitute the Preliminary Acceptance of the underground Public Works.

### Preliminary Acceptance - Above Ground Services

Following the completion of the construction of all above ground Public Works, the Engineer for the Owner shall submit and carry out all requirements as indicated in Schedule 'G', Section 2 to the Director. Above ground works are described as top course asphalt, second stage curbs, sidewalks, street tree & stormwater management pond plantings, railings, streetlights, and the boulevard topsoil and sod. The Director shall, within sixty (60) days from the receipt of the Certificate as aforesaid either advise the Engineer for the Owner, in writing, that such works have been completed to his satisfaction or set forth in writing particulars wherein the work has not been so completed. In the event that the Director submits a list of requirements, the Engineer for the Owner shall submit his Certificate as to the completion of such requirements and the Director shall similarly advise as to his satisfaction or otherwise in respect to such requirements. The final approval by the Director shall constitute the Preliminary Acceptance of the above ground Public Works.

The Preliminary Acceptance of underground and above ground Public Works can occur at the same time.

### Maintenance and Repair of Public Works

Upon construction of either the underground and/or above ground works,

the Owner covenants and agrees to maintain all the works as provided for in this Agreement free from defects and to repair or rectify any defects which may occur when required by the Director until Assumption of Public Works. Without limiting the generality of the foregoing, the Owner covenants and agrees as follows:

- a) maintain all sewers, manholes, catchbasins and outlets free of road material, building debris and other foreign matter and to clean such materials from the system until the Assumption of Public Works;
- b) maintain the roadway pavement, curbs, sidewalks, clear of building debris and earth deposits and to clean and remove such material and power sweep roadway surfaces as required by the Director in writing until the Assumption of Public Works;
- c) rectify and repair all damages to the curb boxes, meter chambers, valves, air release valves, fencing, culverts, driveway entrances, pathways, asphalt, sidewalks, pathways, landscaping, and curbs constructed under this Agreement until the Assumption of Public Works;
- d) rectify and repair all settlements, depressions or any other defects on roadways including around manholes and/or catchbasins, until the Final Acceptance of the Internal Works;
- e) Erect permanent street signs and traffic control at locations and in accordance with specifications required by the Director.

Notwithstanding anything hereto the contrary, where in this Agreement the Town is obliged or required to give notice to the Owner or any other party before undertaking any action which it is entitled to take hereunder and where the Director deems, in his absolute discretion, that an emergency situation exists the time for giving such notice shall be abridged and the Town shall be entitled to take such action forthwith upon the giving of the notice.

## **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 CONSTRUCTION COMMUNICATION**

The Owner shall give the Town updates on construction status every two (2) weeks in writing and provide a communication plan to the public to the satisfaction of the Director of Development Services.

## **PART XII 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 XIII CONSTRUCTION ACT**

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

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 they have paid all accounts relating to its obligations herein and complied

fully with the provisions of the *Construction Act*.

#### **PART XIV    LIABILITY INSURANCE**

##### 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 XV    INDEMNIFICATION**

The Owner shall indemnify and save harmless the Town and its officers, employees, agents and elected and appointed officials from and against all claims, demands, losses, damages, costs (including reasonable legal costs), actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to an injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever, arising in relation to the 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 XVI    SECURITY AND MAINTENANCE**

##### **INTERNAL WORKS:**

##### Site Works Guarantee and Road Fouling Deposit

Prior to the execution of this Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in the form and content satisfactory to the Town Solicitor in an amount twenty five thousand dollars (\$25,000.00) as a road fouling deposit and to guarantee the construction and maintenance of all Works to be completed by the Owner, and as stated in Schedule 'E' attached hereto. Without limiting the generality of the foregoing, this shall include the cleaning of any municipal road or Town land fouled during construction, installation of culverts, curb, sidewalk, asphalt reinstatement, boulevard sodding and ditch re-grading, in accordance with the specifications provided herein.

In the event that the Town draws upon any security it holds, the Owner shall immediately replace the same in its full amount.

Upon Final Acceptance and Assumption of all Works, the Town, to its discretion, will release 100% of the Site Works Guarantee and Road Fouling Deposit.

#### Maintenance of Internal Works

The Owner shall maintain all the Internal Works provided for in this Agreement free from defects and repair or rectify any defects which may occur to the works and services on the Lands. Without limiting the generality of the foregoing, this shall include snow clearing, streetlighting, freestanding signs, entrance feature, all landscaping within the private road allowances, including shrubbery and trees and replacement of same when necessary, watermains, service connections and hydrants, valves, backflow preventers, sanitary sewers and service connections, forcemain, and the stormwater management, catch basins and service connections, storm sewers, low impact developments (LIDs), grading, asphalt and road base.

#### **PUBLIC WORKS:**

##### Performance Guarantee

Upon execution of this Agreement, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor in an amount equal to one hundred percent (100%) of the estimated costs of the Public Works and services as detailed in Schedule 'F' ('Estimate of Costs of Construction') hereto, to guarantee the construction and installation of all the Public Works and services in accordance with the specifications as provided herein.

##### Maintenance Guarantee

Upon Preliminary Acceptance of all the Public Works required to be installed by the Owner, the Town, at its discretion, covenants and agrees to reduce the performance guarantee to an amount equal to twenty percent (20%) of the costs of the Public Works which have received Preliminary Acceptance hereto to guarantee the workmanship and materials for a period of twenty-four (24) months until the Assumption of the Public Works. The Owner agrees to maintain the Public Works as per PART IX Acceptance of the Works.

The Town shall continue to maintain snow plowing and grass cutting services on Richmond Park Drive and Springwater Drive.

Upon Assumption of all the Public Works required to be installed by the Owner, the Town, at its discretion, covenants and agrees to reduce 100% of the performance guarantee which have received Assumption.

#### **PART XVII FINANCIAL PAYMENTS**

##### 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.

### Tax Arrears

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

### 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*.

### Lawful Levies and Rates

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

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

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

### 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.

### Peer Review Fees

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

## **PART XVIII BUILDING REQUIREMENTS**

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

in terms of implementing the building elevation plans and drawings. Such reports shall be submitted until the exterior of the building has been completed and all of the building architectural design elements and associated features and structures of the elevation plans and drawings have been constructed and /or provided to the satisfaction of the Town.

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

## **PART XIX    APPROVALS**

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

## **PART XX    GENERAL PROVISIONS**

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 2020-0037 (PL-3), as amended, save and except that the permit, agreement, fee and security deposits thereunder are not applicable hereto.

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.

The Director may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any Works required by this Agreement, and the costs of such tests shall be paid by the Owner within fourteen (14) days of the account being rendered by the Town to the Owner.

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

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

During construction of the Works, the Owner shall not allow the fouling of public highways leading to the Lands and the Owner 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.

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.

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 2013-68, as amended.

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.

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

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 XXI SPECIAL PROVISIONS**

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

## **PART XXII ADMINISTRATION**

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.

The Owner shall obtain and register a discharge, consent or postponement of any mortgage or other encumbrances on the Lands, at their expense, with the intent that any prior encumbrance will postpone any right or interest which they 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.

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

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

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.

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

### **PART XXIII GOVERNING LAW**

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

### **PART XXIV NAME AND ADDRESS OF OWNER, CONSULTANT, AND TOWN**

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

Owner: The Regional Municipality of York  
17250 Yonge Street,  
Newmarket, Ontario L3Y 6Z1  
Attention: Mike Rabeau  
Phone: 877-464-9675 ext. 75157

Consultant: GHD Limited  
455 Phillip Street  
Waterloo, Ontario N2L3X2  
Attention: William White  
Phone: 289-453-2019

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

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

### **PART XXV ENTIRE AGREEMENT**

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

### **PART XXVI SCHEDULES**

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

Schedule "A",  
being the Legal Description of the Lands

Schedule "B",  
being the Solicitor's Certificate of Ownership of the Lands

Schedule “C”,  
being a List of Approved Plans and Drawings

Schedule “D”,  
being a Summary of the Works to be Constructed by the Owner

Schedule “E”.  
being a Summary of the Payments and Security to be Provided by  
the Owner

Schedule “F”,  
being an Internal Works Security Release Checklist

Schedule “G”  
being a Public Works Security Release Checklist

DRAFT

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.

) The Regional Municipality of York  
)  
)  
)  
) \_\_\_\_\_  
) Mike Rabeau  
)  
)  
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) \_\_\_\_\_  
)  
)  
) I/We have the authority to bind the Corporation  
)  
)  
)  
) **THE CORPORATION OF THE**  
) **TOWN OF GEORGINA**  
)  
)  
) \_\_\_\_\_  
) Margaret Quirk, Mayor  
)  
) \_\_\_\_\_  
) Rachel Dillabough, Town Clerk  
)  
) I/We have authority to bind the Corporation