

THE CORPORATION OF THE
TOWN OF GEORGINA



SITE PLAN REVIEW COMMITTEE
OF COUNCIL

AGENDA

Friday, September 25, 2020
1:00 p.m.

THE CORPORATION OF THE TOWN OF GEORGINA

SITE PLAN REVIEW COMMITTEE OF COUNCIL AGENDA

Friday, September 25, 2020
1:00 p.m.

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

WARD 3

Site Plan Control Approval Application

Owner: Canada Post Corporation, c/o Brent Macisaac
Agent: Kingsland + Architects Inc., c/o Thomas Goetz
Proposal: 390 m² addition to front of building
Location: 202 Church St., Keswick, ON L4P 1J7
Town Files: B.1.53.1 / 092-406

- i) PowerPoint presentation by applicant / agent
- ii) Report No.: DS-2020-0082

RECOMMENDATIONS:

1. That the Site Plan Review Committee of Council receive Report No. DS-2020-0082, prepared by the Development Engineering Division, Development Services Department dated September 21, 2020 respecting an application for site plan approval to facilitate the construction of an addition to the existing Canada Post building located at 202 Church Street.

2. That the site plan application including all plans and drawings submitted on behalf of the Canada Post Corporation for the construction of a building addition and parking lot reconstruction, having a municipal address of 202 Church St. 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 the Town of Georgina with a liability insurance policy in the amount \$5 million naming the Town as co-insured party all to the satisfaction of the Town of Georgina.
 - iii. The Owner shall satisfy the requirements of all Municipal Departments and other Agencies having jurisdiction.
 - iv. The Owner shall enter into a Site Plan Agreement with the Town agreeing to satisfy all municipal requirements, financial and otherwise.
 - v. That the Owner shall enter into an Agreement between Canada Post Corporation and the Town of Georgina for the shared use and maintenance of the parking lot to the east of the Canada Post building.
 - vi. That the Owner be required to provide final designs for the murals proposed for the south side of addition for approval by the Director of Development Services.
 - vii. That the conditions i. to vi. are satisfied within one (1) year of September 21, 2020 or the Site Plan Approval will be deemed to be lapsed.
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-2020-0082

**FOR THE CONSIDERATION OF
SITE PLAN REVIEW COMMITTEE OF COUNCIL
SEPTEMBER 25, 2020**

**SUBJECT: APPLICATION FOR SITE PLAN APPROVAL
PROPOSED CANADA POST CORPORATION ADDITION
MUNICIPAL ADDRESS – 202 CHURCH STREET - KESWICK**

1. RECOMMENDATIONS:

- 1. That the Site Plan Review Committee of Council receive Report No. DS-2020-0082, prepared by the Development Engineering Division, Development Services Department dated September 21, 2020 respecting an application for site plan approval to facilitate the construction of an addition to the existing Canada Post building located at 202 Church Street.**
- 2. That the site plan application including all plans and drawings submitted on behalf of the Canada Post Corporation for the construction of a building addition and parking lot reconstruction, having a municipal address of 202 Church St. 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 the Town of Georgina with a liability insurance policy in the amount \$5 million naming the Town as co-insured party all to the satisfaction of the Town of Georgina.**
 - iii. The Owner shall satisfy the requirements of all Municipal Departments and other Agencies having jurisdiction.**
 - iv. The Owner shall enter into a Site Plan Agreement with the Town agreeing to satisfy all municipal requirements, financial and otherwise.**
 - v. That the Owner shall enter into an Agreement between Canada Post Corporation and the Town of Georgina for the shared use and maintenance of the parking lot to the east of the Canada Post building.**
 - vi. That the Owner be required to provide final designs for the murals proposed for the south side of addition for approval by the Director of Development Services.**

vii. That the conditions i. to vi. are satisfied within one (1) year of September 21, 2020 or the Site Plan Approval will be deemed to be lapsed.

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/APPLICANT: Canada Post Corporation

AGENT: Kingsland + Architects Inc.

PROPERTY DESCRIPTION: 202 Church Street (refer to Attachments 1 & 2)

Legal Description: PT LT 14 CON 3 N GWILLIMBURY AS IN B10505B & B21253B EXCEPT B32636B

FILE NUMBER: B.1.53.1 – Site Plan Application

4. **BACKGROUND:**

In November 2019 the Canada Post Corporation (the "CPC") submitted a Planning Act application for a site plan approval to facilitate the construction of an addition to the existing Canada Post building. The proposed works will consist of a warehouse for package storage and sorting, loading dock, revised front entrance for better accessibility, and parking lot reconstruction. The parking lot reconstruction includes: storm water management, improved accessibility, asphalt resurfacing and line painting. The parking lot has historically been maintained by the CPC, and used by the CPC, York Region District School Board (the "YRDSB"), local businesses, and local residents. The footprint of the building addition is approximately 390 m² and the building will have a maximum height of 5.6 metres from finished grade. The site will have a total of 21 parking stalls including 2 barrier free visitor parking stalls. The building is serviced by municipal sanitary and water services. The proposed site plan is provided as Attachment 3.

5. **ANALYSIS:**

As illustrated in Attachment 3, the building addition is located solely within the CPC property. The parking lot is owned by the Town; however, it has been mutually used by the CPC, YRDSB, and the Town. Despite the shared use, there is no formal agreement in regards to maintenance, access, and joint use. A Licencing Agreement is required and this will be presented to Council on September 23, 2020. This Licencing Agreement will address daily operation and maintenance requirements, future capital works, access, and shared use. The executed Licencing Agreement is recommended for a condition of the Site Plan Approval.

The Town currently utilizes the parking lot for public events at the park across the street and overflow parking for the businesses in the area. YRDSB utilizes the parking lot as a bus route to get buses to the schools loading zones. YRDSB also has staff parking along the east perimeter of the parking lot.

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
- Fire & Emergency Services Department
- Georgina Accessibility Advisory Committee
- Lake Simcoe Region Conservation Authority (LSRCA)
- Regional Municipality of York (Region)
- Southlake Regional Health Centre
- Bell Canada
- Regional Municipality of York

Through two subsequent submissions, the CPC has addressed all internal Department and external Agency comments related to the Site Plan Approval.

URBAN AND ARCHITECTURAL DESIGN:

The proposed addition combines the functions of a CPC building including a loading bay and warehouse. The respective components of the building reflect these functions. The front façade of the building will be oriented to the east. It is proposed that the façade that faces Church St. will have a mural of historical stamps in a gallery type display. Throughout the design review process, staff have worked with the CPC and their architectural and urban design consultant to affect a number of positive refinements to the building and site design. These revisions were required in order to improve the overall aesthetics of the facility and to reflect the location and context of the site within the Upper Keswick business area. These revisions included: modifications to the building elevations in order to add physical

relief to the exterior walls; and, enhanced building materials and colouring to reduce the visual impact of the building massing to the adjacent neighborhood.

PLANNING AND ZONING:

The subject property is zoned Institutional (I), which does not list a post office as a permitted use. The proposed expansion is also deficient in a number of zoning provisions including lot coverage and yard setbacks. Lands owned by the Crown (i.e. Crown Land), however, are not subject to the provisions of local zoning by-laws. As such, a Zoning By-law Amendment or minor variance is not required for the proposed expansion. While conformity with the Zoning By-law is not required, the applicants have submitted a Site Plan application in order to work with the Town when developing the site.

BUILDING DIVISION:

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

DEVELOPMENT ENGINEERING:

The Town's Engineering Division has reviewed the various engineering studies submitted with respect to grading, drainage, municipal services, public safety concerns, and functionality of the design to ensure compliance with the Town's Design Criteria. The CPC building is serviced by a sanitary lateral and watermain service connection from the existing 200 mm diameter sewer and a 100 mm diameter watermain on Church Street. Stormwater runoff generally drains to on site catch basins and released into existing storm sewer, with minimal amounts directed to Church St. This design will reduce the risk of flooding within the parking lot and improve drainage across the site.

ENVIRONMENTAL:

The Lake Simcoe Region Conservation Authority 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 CPC will not need a permit from Lake Simcoe Region Conservation Authority.

ADDITIONAL COMMENTS:

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

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

6. FINANCIAL AND BUDGETARY IMPACT:

The Town will enter into a Licencing Agreement with the CPC for the on-going maintenance of the parking lot excluding the CPC loading dock. This will ensure

that the operation, maintenance, and repair costs of the parking lot are fairly shared by the Town and the CPC.

7. PUBLIC NOTICE AND ENGAGEMENT:

Under the Town's Site Plan Control By-law 2020-0037. The approval authority is delegated to 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, pursuant to the public notice procedures as set in Report No. Ds-2020-0011, where an application is being considered by the Site Plan Review Committee, public notice shall be given as follows:

- Posted in the local newspaper and on the Town's website a minimum of 2 weeks prior to the meeting; and,
- Any Interested Parties on record from any other previous planning applications dealing with the subject property. The above requirements were carried out.

8. CONCLUSION:

The applicants have submitted a Site Plan application in order to work with the Town when developing the site, in light of the fact that the building expansion plans include some works on the Town's property the CPC is making a substantial investment and is an addition to the community.

Over the last few months the CPC and their consultant have been in the process of addressing all outstanding concerns and comments raised by internal Departments and external Agencies. Staff are now in a position to recommend to the Site Plan Review Committee approval of the site plan submitted by the CPC subject to certain conditions.

Prepared by:

Tim Gallagher

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

Submitted by:

Zaidun Alganabi

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

Recommended by:

Harold W. Lenters

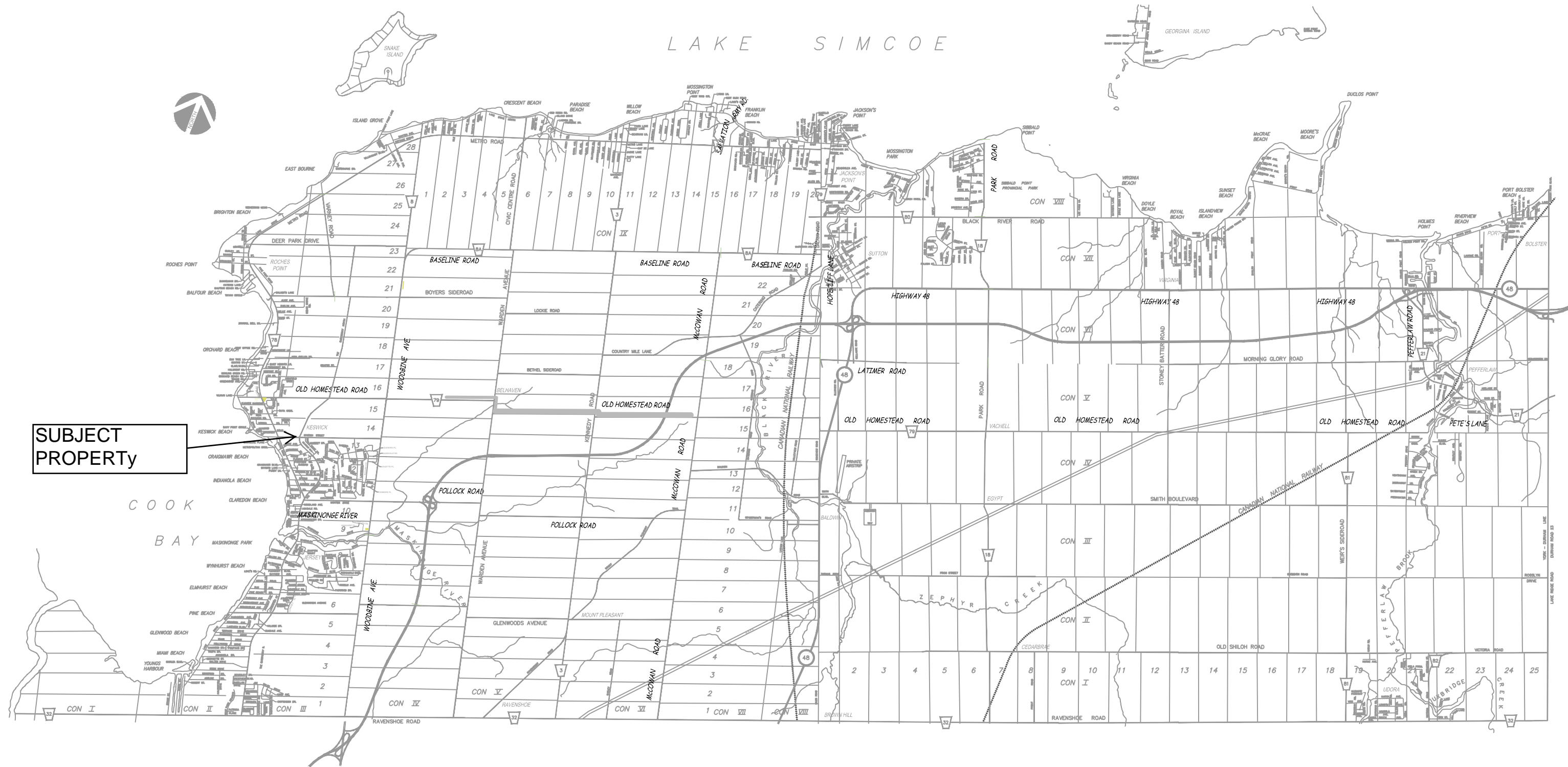
Harold W. Lenters, M.Sc.PI, MCIP, RPP
Director of Development Services

Approved by:

David Reddon

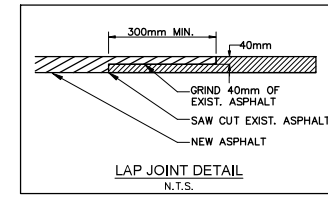
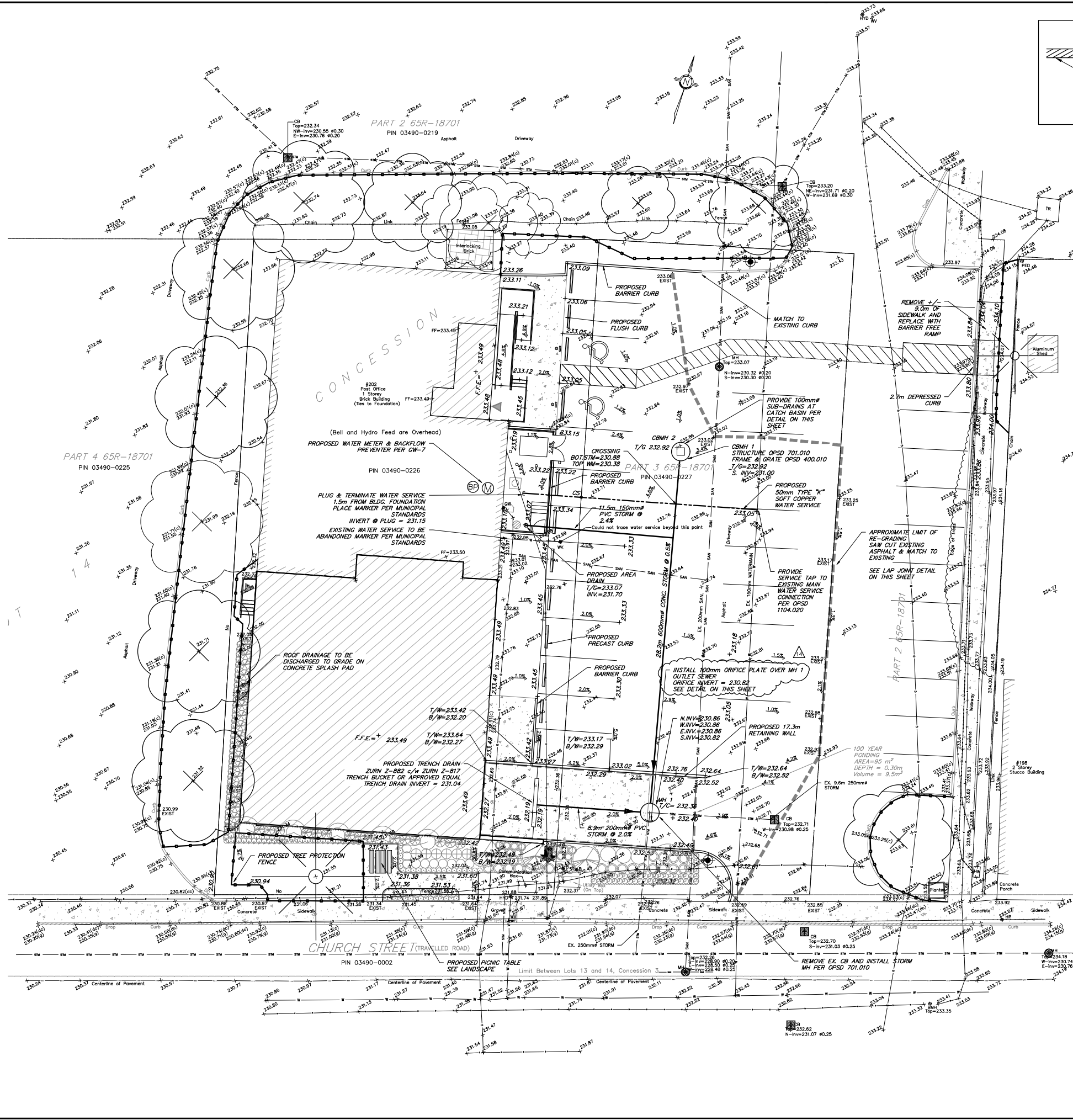
David Reddon
Chief Administrative Office

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

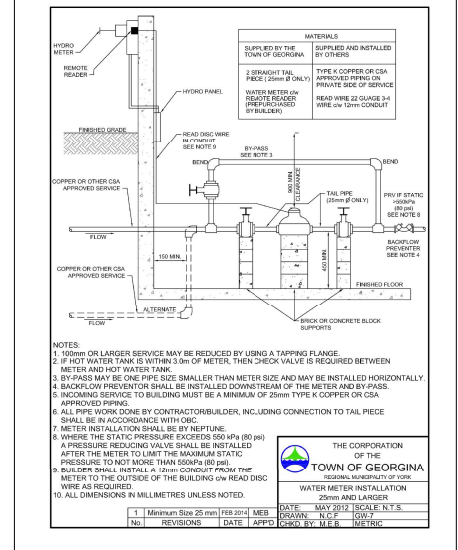
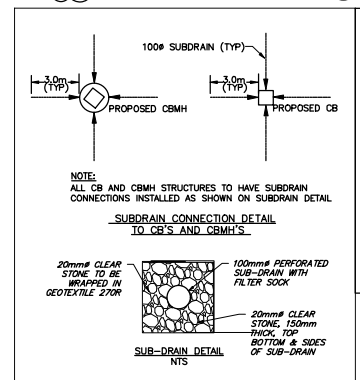
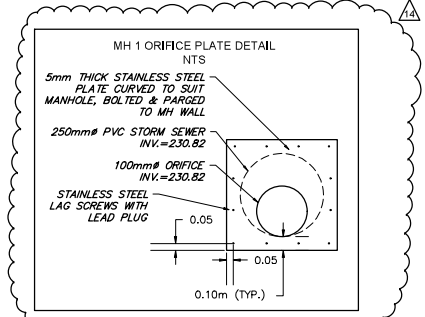


CONTEXT MAP





- LEGEND**
- EXISTING WATER MAIN
 - SAN EXISTING SANITARY SEWER
 - SW EXISTING STORM SEWER
 - G EXISTING GAS MAIN
 - HYD EXISTING FIRE HYDRANT
 - MH EXISTING MANHOLE
 - CB EXISTING CATCH BASIN
 - EXISTING ELEVATION
 - PROPOSED ELEVATION
 - PROPOSED SLOPE
 - CBMH 2 PROPOSED CATCH BASIN MANHOLE
 - MH PROPOSED STORM MANHOLE
 - PROPOSED STORM SEWER
 - PROPOSED MAJOR OVERLAND FLOW
 - PROPOSED WATER METER
 - PROPOSED BACKFLOW PREVENTER
 - PROPOSED CURB STOP
 - PROPOSED WATER SERVICE
 - PROPOSED SILTFENCE
 - PROPOSED TREE PROTECTION FENCE



- NOTE:**
CONTRACTOR TO CONTACT MGM CONSULTING INC. IMMEDIATELY SHOULD THERE BE ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED GRADING AND/OR SERVING DESIGN, OR CONFLICTS IN CONSTRUCTING THE WORK AS PER THE INTENT OF THE APPROVED DESIGN PRIOR TO CONSTRUCTION.
- NOTE:**
- ALL WORK TO CONFORM TO THE LATEST MUNICIPAL STANDARDS AND SPECIFICATIONS AS WELL AS THE LATEST ADOPTED ONTARIO PROVINCIAL STANDARD DRAWINGS AND SPECIFICATIONS.
 - ALL DISTURBED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER TO SATISFACTION OF THE MUNICIPALITY AND MGM CONSULTING INC.
 - CONTRACTOR TO LOCATE AND PROTECT ALL EXISTING SERVICES AND UTILITIES PRIOR TO AND DURING CONSTRUCTION
 - CONTRACTOR TO LOCATE AND CONFIRM ALL EXISTING UTILITIES AND SERVICE INFORMATION PRIOR CONSTRUCTION
 - CONTRACTOR TO ENSURE ADEQUATE CLEARANCE FROM ALL EXISTING SERVICES AND UTILITIES
 - CONTRACTOR TO CONFIRM ALL EXISTING INVERTS PRIOR TO INTERNAL SERVING.
 - CONTRACTOR TO CONFIRM THE PAVEMENT STRUCTURE THICKNESS' BASED ON THE GEOTECHNICAL REPORT.

- PROPOSED PAVEMENT STRUCTURES:**
- HEAVY DUTY-ACCESS ROADWAYS**
- 40mm DEPTH OF HL-3 ASPHALT (OPSS 1150) COMPACTED TO 92% MRD PER OPSS 310
 - 80mm DEPTH OF HL-B ASPHALT (OPSS 1150) COMPACTED TO 92% MRD PER OPSS 310
 - 150mm DEPTH OF GRANULAR A (OPSS 1010) COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM-D698)
 - 450mm DEPTH OF GRANULAR B TYPE I (OPSS 1010) COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM-D698)
- LIGHT DUTY-PARKING AREAS**
- 40mm DEPTH OF HL-3 ASPHALT (OPSS 1150) COMPACTED TO 92% MRD PER OPSS 310
 - 55mm DEPTH OF HL-B ASPHALT (OPSS 1150) COMPACTED TO 92% MRD PER OPSS 310
 - 150mm DEPTH OF GRANULAR A (OPSS 1010) COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM-D698)
 - 350mm DEPTH OF GRANULAR B TYPE I (OPSS 1010) COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM-D698)
- Performance grade PG 58-28 asphaltic concrete should be specified for Marshall mixes.

NOTE:
THE PAVEMENT STRUCTURES ARE AS INDICATED IN THE GEOTECHNICAL INVESTIGATION REPORT PREPARED BY PINCHIN LTD., FILE No. 243139 DATED JAN. 20, 2020

NO.	DATE	DESCRIPTION
14	AUG 20, 2020	ADDED ORIFICE PLATE DETAILS
13	JULY 20, 2020	ISSUED FOR CONSTRUCTION
12	JULY 20, 2020	REVISION FOR SITE PLAN APPLICATION
11	JUNE 20, 2020	REVISION FOR BELONGING PERMIT
10	MAY 20, 2020	REVISION FOR BELONGING PERMIT
9	APR 20, 2020	REVISION FOR BELONGING PERMIT
8	MAR 20, 2020	REVISION FOR BELONGING PERMIT
7	FEB 20, 2020	REVISION FOR BELONGING PERMIT
6	FEB 20, 2020	REVISION FOR BELONGING PERMIT
5	FEB 20, 2020	REVISION FOR BELONGING PERMIT
4	FEB 20, 2020	REVISION FOR BELONGING PERMIT
3	FEB 20, 2020	REVISION FOR BELONGING PERMIT
2	FEB 20, 2020	REVISION FOR BELONGING PERMIT
1	FEB 20, 2020	ISSUED FOR CLIENT REVIEW

DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON THE JOB. ALL DRAWINGS REMAIN THE PROPERTY OF THE ARCHITECTS.

- GENERAL NOTES**
- ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE REQUIREMENTS OF THE ONTARIO BUILDING CODE, LATEST EDITION, AND ALL OTHER ACTS ADMINISTERED BY ALL AUTHORITIES HAVING JURISDICTION.
 - THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS, AND SPECIFICATIONS.
 - THE DESIGN LOADS SHALL NOT BE EXCEEDED DURING CONSTRUCTION.
 - ALL DIMENSIONS, SHOWN ON THE DRAWINGS, SHALL BE CHECKED BY THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
 - THE STABILITY OF THE STRUCTURAL FRAME IS DEPENDENT ON THE FULL INTERACTION OF ALL STRUCTURAL COMPONENTS. THE GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BRACING DURING CONSTRUCTION.
 - ALL DIMENSIONS GIVEN ARE IN METRIC.



Kingsland ARCHITECTS INC.

KINGSLAND ARCHITECTS INC
219 Dufferin Street, Suite 308B
Toronto, Ontario M8K 3J1
ph 416.203.7799
fax 416.203.7793



KESWICK DELIVERY CENTRE

202 Church Street
Kewick, ON

DRAWING TITLE:	
GRADING AND SITE SERVING PLAN	
PROJECT NO:	SCALE:
2019-057	1:150
DRAWN:	DRAWING NO. REV.
BN	CV-2 14
CHECKED:	DATE:
MLS	OCTOBER, 2019

THE CORPORATION OF THE TOWN OF GEORGINA

Canada Post Corporation

Canada Post Office Addition

202 Church street

SITE PLAN AGREEMENT

INDEX TO THE AGREEMENT

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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:

CANADA POST CORPORATION

hereinafter called the "OWNERS"

OF THE FIRST PART:

AND --

THE CORPORATION OF THE TOWN OF GEORGINA

hereinafter called the "TOWN"

OF THE SECOND PART:

WHEREAS the Owners have represented to the Town that they are the Owners of the lands described in Schedule "A" hereto ("the Lands"), as stated in the Solicitor's Certificate attached to this Agreement as Schedule "B";

AND WHEREAS the Owners have 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 an addition to the existing Canada Post office, storm sewer works, landscaping and repaving of parking lot.

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

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto the said parties covenant and agree, each with the other, as follows:

PART I DEFINITIONS AND SCOPE OF AGREEMENT

Definitions

In this agreement:

- a) "**Agreement**" means this Development Agreement;
- b) "**Approval**" means draft plan approval under the Planning Act;
- c) "**Control Architect**" means a Professional Architect retained by the Owner in accordance with Part XVIII;
- d) "**Consultant**" means the Owner's Professional Consultant;
- e) "**Control Architect**" means the Owner's professional architect who is engaged and retained in accordance with this Agreement;
- f) "**Director**" means the Director of Development Services of the Town of Georgina or his designate;
- g) "**Engineer**" means a Professional Engineer retained by the Owner in accordance with Part II;
- h) "**Final Acceptance**" means the date when all Internal Works under this Agreement have been completed, including Director approval of the completed Internal Works checklist in Schedule "H".
- i) "**Internal Works**" means all municipal infrastructure to be constructed pursuant to this Agreement which will not be Assumed by the Town. Those matters set out in Schedule 'D';
- j) "**Lands**" means the lands and premises described in Schedule 'A'
- k) "**Landscape Architect**" means a Professional Landscape Architect retained by the Owner in accordance with Part II
- l) "**Maintenance**" means the period of time following Preliminary Acceptance of the Public Works and prior to Assumption of same by the Town;

- m) **“Occupancy”** means public access for public use;
- n) **“Owner”** means the registered Owner(s) of the Lands;
- o) **“Preliminary Acceptance”** means the date upon the maintenance period for the Public Works has commenced, pending the completion of all requirements noted in this Agreement.
- p) **“Public Lands”** means those lands owned or maintained by any government or government agency or public board and shall include road allowances;
- q) **“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’
- r) **“Region”** means the Regional Municipality of York;
- s) **“Security”** means the securities and deposit referred to in Schedule ‘E’;
- t) **“Site Alteration”** means dumping of fill, the removal of topsoil from land, or the alteration of the existing grade of land by any means including placing fill, clearing and grubbing, the compaction of soil or the creation of impervious surfaces, or any combination of these activities;
- u) **“Town”** means the Corporation of the Town of Georgina;
- v) **“Works”** means those matters set out in Schedule ‘D’.

Lands Affected

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

Scope of Agreement

This Agreement shall define the obligations and duties of the Owners 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 Owners 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 Owners covenant and agree 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 Owners agree 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 Owners 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 Owners 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 Owners agree 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 Owners shall gain access to the project during the period of construction only by way of **Church Street** unless otherwise permitted by the Town.

PART VII INSPECTION OF WORKS

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

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

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 Owners, take such steps as the Director deems necessary to complete such work upon giving the Owners 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 Owners 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 his '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.

Maintenance requirements can be superseded by the future tri-party agreement, and that no amendments are necessary to this agreement if superseded.

PART X COMMENCEMENT OF CONSTRUCTION

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

PART XI CONSTRUCTION COMMUNICATION

The Owners 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 Owners 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 Owners 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 Owners have failed to discharge or vacate said lien to the Town's satisfaction, the Town may do so at the Owners' expense, and the Owners shall be deemed to be in default under this Agreement.

Following completion of all of the Works, the Owners shall cause the Consultant to submit to the Director a Statutory Declaration of the Owners 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 Owners 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 Owners fail to maintain insurance as required the Town shall have the right to provide and maintain such insurance and the Owners 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 Owners 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 Owners 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 Owners 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 public 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 X Acceptance of the Works

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

The Owners agree 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 Owners 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 Owners 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 Owners 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 Owners, 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 Owners 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 Owners agree 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 Owners and shall be paid within twenty-one (21) days of the mailing of such invoice to the Owners.

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 Owners 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 Owners.

PART XVIII BUILDING REQUIREMENTS

The Owners 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 Owners 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 Owners covenant and agree 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 or such tests shall be paid by the Owners within fourteen (14) days of the account being rendered by the Town to the Owners.

During construction of the Works, publically owned land will not be used by the Owners, their officers, agents, consultants and contractors for the depositing of junk, debris, refuse, topsoil or other materials, and the Owners shall restrain, insofar as they are able to do so, all others from depositing such materials on publically owned lands. The Owners further covenant and agree

to remove all junk, debris, refuse or other materials (excluding original topsoil) deposited on publically owned land by the Owners, their officers, agents, consultants and contractors immediately when so directed by the Town, at the Owners' expense.

The Owners 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 Owners fail to do so within five (5) days, the Town will remove such debris and garbage at the cost of the Owners.

During construction of the Works, the Owners shall not allow the fouling of public highways leading to the Lands and the Owners further agree 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 Owners' expense.

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

The Owners 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.

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

The Owners shall maintain to the satisfaction of the Town, and at the sole risk and expense of the Owners, the Works referred to in Schedule "D" hereto, including grading and stormwater management facilities. In the event that the Owners fail or neglect 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 Owners 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 Owners, 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 Owners 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 Owners agree 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.

The Owners further agree to enter into a Tri-party Joint-use and Maintenance agreement with the York Region School Board and the Town of Georgina. No road fouling deposit securities as per schedule 'E' shall be

released until the Tri-party Joint use and Maintenance agreement is executed.

PART XXII ADMINISTRATION

The Owners consent to the registration by the Town of this Agreement upon the title to the Lands, at the sole discretion of the Town.

The Owners 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 Owners 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 Owners.

Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Owners have 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 Owners 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 OWNERS, 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:

Owners: Canada Post Corporation
4567 Dixie Road,
Mississauga, Ontario L4W 1S2
Attention: Brent Macisaac
Phone: ?

Consultant: Kingsland + Architects Inc.
219 Dufferin Street
Toronto, Ontario M6K 3J1
Attention: Thomas Goetz
Phone: 416-203-7799 ext. 104

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 Owners have 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 Owners

Schedule "E",
being a Summary of the Payments and Security to be Provided by the Owners

Schedule "F",
being an Internal Works Security Release Checklist

Schedule "G",
being a Public Works Security Release Checklist

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.

) Canada Post Corporation
)
)
) _____
) Brent Macisaac,
)
)
)
) _____

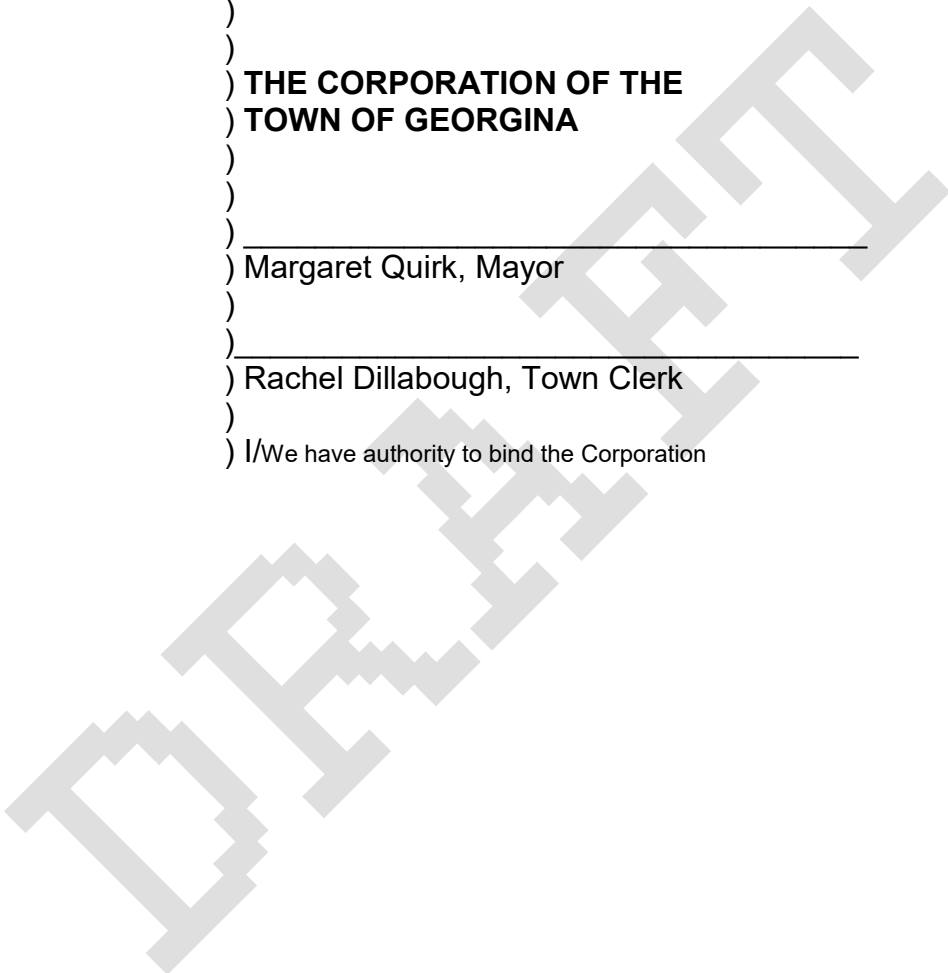
) I/We have the authority to bind the Corporation
)
)
)

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

) _____
) Margaret Quirk, Mayor
)
) _____

) Rachel Dillabough, Town Clerk
)

) I/We have authority to bind the Corporation



SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

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

Municipal Addresses:

Municipal Assessment No.:

DRAFT

SCHEDULE "B"

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

DRAFT

SCHEDULE "C"

LIST OF APPROVED PLANS AND DRAWINGS

The Owners covenant and agree to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the following plans/drawings and as prepared by:

DRAFT

SCHEDULE “D”

SUMMARY OF THE WORKS TO BE CONSTRUCTED BY THE OWNERS

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:

DRAFT

SCHEDULE "E" (PAGE 1 OF 2)

SUMMARY OF PAYMENTS AND SECURITY TO BE PROVIDED BY THE OWNERS

The Owners agree to pay the following amounts and provide the following security to the Town:

PAYMENTS:

1. Legal Costs

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

2. Tax Arrears

As per clause 16.2 of this Agreement, the Owners 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 execution of this Agreement the subject lands are not in tax arrears.

3. Peer Review

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

4. Agreement Preparation Fees

The Owners shall pay the Site Plan Agreement Preparation Fee of \$3,900 as per By-law 2018-0074 (PL-7).

5. Site Plan Inspection Fee

The Owners shall pay the Site Plan Inspection Fee of 2.7% of the estimate cost of Works as per By-law 2020-0036(PL-7).

SCHEDULE "E" (PAGE 2 OF 2)

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

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 assumed by the Town.

2. External Works Security

Prior to execution of this Agreement by the Town, the Owners shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owners' option, a cash deposit in the amount of **100% of the estimated cost to construct the external works**, as described in Schedule D. This shall be retained until all works including but not limited to breaking into existing manholes on Lorne Street, re-paving asphalt as required, and construction of lateral services have been certified by the Engineer and assumed by the Town.

SCHEDULE 'F'

INTERNAL WORKS SECURITY RELEASE CHECKLIST

The following documentation is required to be submitted to the Town all together in one (1) package by the Consulting Engineer. Partial submission will not be accepted.

1. As-Built Drawings (complete sets: Engineering, Landscape, Architectural, Electrical):
 - a) 1 reproducible set of mylar film drawings being a min. 3mm and double matt
 - b) 4 full sets of white prints
 - c) 1 compact disk (CD) of all drawings which have been scanned in original scale in PDF and TIFF formats
 - d) 1 compact disk (CD) of all drawings in AutoCAD format
 - e) 1 compact disk (CD) of the as-built Stormwater Management Report
2. Service Records:
 - a) 1 sets of service records shall be provided on the Town of Georgina Service Record Forms as approved by the Town's Water/Wastewater Division
 - b) 1 compact disk (CD) of all service records, scanned in original scale in PDF format
3. Consulting Engineers Certificate of Completion
4. Consulting Engineers Certificate of Completion of the Stormwater Management (SWM) Facility in accordance with the approved plans and SWM report. The Certificate shall confirm that the SWM facility is functioning as per the design.
5. Landscape Architects Certificate of Completion
6. Sanitary pumping station – Maintenance Agreement
7. Water System – Operation and Maintenance Manual
8. Statutory Declaration
9. Clearance from Water/Wastewater Supervisor
10. Documentation of all required inspections below

Clearance from the following will be required prior to release and submission:

11. Planning Division
12. Zoning Examiner
13. Building Division
14. Region of York

The following inspections are required to be coordinated and documented by the Developers Consulting Engineer:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

15. Grading – sod, all in accordance with the approved plan

16. Asphalt, Curb, Sidewalk, etc. - cracks and settlements
17. Oil/Grit Separator
18. Traffic Signs and Pavement Markings

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

19. Storm and Sanitary Sewers – **LAST MANHOLE/CHAMBER/VALVE BEFORE TIE INTO TOWN SERVICES ONLY** – visual inspection of benching, MH and CB's, covers, CB's – filter cloth removed, settlements – please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections. Please note that the plumbing division inspects internal servicing.

Consulting Engineer, Contractor, Waterworks Division

20. Water Services and Main Line Valves (inspection for operation) – all services are required to be painted blue and a blue paint mark on the curb to signify the service location - please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.

Consulting Engineer, Landscape Architect, Horticulture Division

21. Tree Inspection including streetscaping, entrance features and other landscaping on road allowances – please note that a clean set of as-built landscape drawings are required to be provided to the Town prior to scheduling the inspection.

SCHEDULE 'G'

PUBLIC WORKS SECURITY REDUCTION CHECKLIST

The following requirements shall be met prior to security reduction at each stage:

1. PRELIMINARY ACCEPTANCE OF UNDERGROUND WORKS

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED:

- a. Consulting Engineers Certificate of Completion of Underground Works
- b. Statutory Declaration
- c. Storm and Sanitary Sewers – flush and video inspection report and deficiencies rectified
- d. Oil/Grit Separator – Certificate of Installation & Maintenance Agreement
- e. Written clearance from Waterworks – for fire hydrants, secondary valves and mainline valves
- f. Watermain Testing and Commissioning Reports
- g. A certificate shall be submitted by a qualified consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances
- h. Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- i. Storm Sewer – deflection test and air test for PVC sewers
- j. Sanitary Sewer - testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.****All sewers shall be cleaned and flushed prior to testing
- k. Traffic signs – street signs, regulatory signs as required, unassumed road signs
- l. All SWM facilities including outfalls are complete and operational
- m. Valves and valve chambers, hydrants and pedestals shall be fenced
- n. Road structure including granular, base curb and base course asphalt

PUBLIC WORKS SECURITY REDUCTION CHECKLIST

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- o. Storm and Sanitary Sewers – visual inspection of benching, MH's, covers, CB's and RLCB's
- p. Testing and commissioning of sanitary pumping station (if required)
- q. Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

- r. Watermain – testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning
- s. Final Connections and Hydrant Flow Testing

All installation and testing shall be as per Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings and approved Engineering Drawings.

PUBLIC WORKS SECURITY REDUCTION CHECKLIST

2. PRELIMINARY ACCEPTANCE OF ABOVE GROUND WORKS

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED:

As-Built Drawings (complete sets – engineering, landscaping, design sheets):

- a. 1 reproducible set of mylar film drawings being a min. 3mm and double matt signed and stamped
- b. 4 full sets of white prints signed and stamped
- c. 1 compact disk (CD) of all engineering drawings and storm and sanitary design sheets which have been scanned in original scale in PDF and TIFF formats signed and stamped
- d. 1 compact disk (CD) of all engineering drawings in AutoCAD format

Service Records

- e. 3 sets of signed service records shall be provided in accordance with the Town of Georgina Service Record Forms (or utilizing Town's four ply NCR forms), completed all to the satisfaction of the Water/Wastewater Supervisor, complete with Assessment Roll numbers. (Provide draft for approval prior to full submission)
- f. 1 compact disk (CD) of all signed service records, scanned individually in original scale in PDF format

Submissions

- g. Detailed list of infrastructure to be assumed, itemized and complete with quantities and values to be prepared for asset management – 1 compact disc (CD) in Microsoft Excel format (format of spreadsheet to be approved by Asset Management Coordinator), as well as, two paper copies.
- h. Consulting Engineers Certificate of Completion
- i. All documentation as required by the MOE Certificate of Approval for SWM
- j. Landscape Architects Certificate of Completion (All landscape items including but not limited to: streetscaping, pond plantings, fence location, block plantings, etc.)
- k. Statutory Declaration
- l. Written clearance from Water/Wastewater Supervisor – hydrants, secondary valves, main line valves and water service boxes
- m. OLS Certificate – found or replaced bars
- n. Benchmarks
- o. Storm and Sanitary Sewers – flush and video inspection report and deficiencies rectified
- p. Appropriate sized Water Meter
- q. Documentation of satisfactory completion of all required inspections below

PUBLIC WORKS SECURITY REDUCTION CHECKLIST

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER AND REQUIRE THE PRESENCE OF:

Consulting Engineer and the Engineering Division

- r. Grading – sod (all lots to be graded and sodded)
- s. All Silt Fence to be Removed
- t. Silt Control to be Removed in Rear Lot Catch Basins
- u. Asphalt, Curb, and Sidewalk Inspections - cracks and settlements
- v. Streetlight Inspection – pole and fixture
- w. Utility and Transformer Boxes – secured/bolted, settlements
- x. Bus Stop pads
- y. Traffic Signs and Pavement Markings
- z. Access Road to be Surfaced as Required
- aa. Other Outstanding Issues/Homeowner Complaints

Consulting Engineer, Contractor, Engineering Division and the Waterworks Division

- bb. Storm and Sanitary Sewers – visual inspection of benching, MH and CB's, covers, CB's and RLCB's – filter cloth removed. – **Please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.** ***The consultant shall provide traffic protection for the duration of the inspection in accordance with Book 7.

Consulting Engineer, Contractor and the Waterworks Division

- cc. Water Service Boxes, Main Line and Secondary Valves (inspection for operation) – all services are required to be painted blue and a blue paint mark on the curb to signify the service location. – **Please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.**
- dd. Tracer wire for watermains and forcemains

Consulting Engineer, Landscape Architect and Recreation Parks and Culture - Horticulture Division

- ee. Tree Inspection including streetscaping, entrance features and other landscaping on road allowances – **Please note that landscape as-built drawings are required to be provided to the Town prior to scheduling the inspections.**