THE CORPORATION OF THE TOWN OF GEORGINA

COUNCIL AGENDA
-AMENDED-

Wednesday, September 23, 2015
7:00 PM

1. CALL TO ORDER - MOMENT OF MEDITATION

2. ROLL CALL

3. COMMUNITY ANNOUNCEMENTS

4. INTRODUCTION OF ADDENDUM ITEM(S)

5. APPROVAL OF AGENDA

6. DECLARATIONS OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

7. ADOPTION OF MINUTES

Pages 1-23

7.1 Minutes of the Council Meeting held on September 9, 2015

8. SPEAKERS

9. DELEGATIONS/PETITIONS

9.1 Jim Beechey, Georgina Chamber of Commerce, to provide an update on the Three Year Community Tourism Plan.

9.2 Chuck Thibeault, Executive Director of Central Counties, to provide Council with a brief update on Central Counties and the importance/impact Tourism has on the economy.

10. PRESENTATIONS

11. PUBLIC MEETINGS

***IF MORE THAN ONE PUBLIC MEETING IS SCHEDULED FOR THE SAME TIME, THEY WILL BE DEALT WITH IN THE ORDER THAT THEY APPEAR ON THE AGENDA OR AS COUNCIL MAY DETERMINE.**

FORMERLY ITEM 12(2)(B) UNDER 'REPORTS'

(1) STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS

Pages 24-65 ***(7:30 p.m.)***

(A) Application for Draft Plan of Subdivision and Zoning By-law Amendment Approval
GRANGEMUIR Developments, WESROW Estates Inc., CAMLANE Holdings Inc., CARNESS Developments Inc., and STRATHGREEN Estates Inc. (c/o DG GROUP)
Part of Lots 2,3,4 and 5, Concession 3 (NG)
AGENT: KLM Planning Partners Inc., c/o Keith MacKinnon

Report No. PB-2015-0068

Revised Recommendations Incorporated:

Recommendation(s):

1. That Council receive Report PB-2015-0068 prepared by the Planning Division dated September 23, 2015 respecting applications for Draft Plan of Subdivision and Zoning By-law amendment approval, submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. for lands described as Part Lots 2, 3, 4, and 5 Concession 3 (NG) in Keswick.

2. That Council approve the application for Draft Plan of Subdivision (19T-14G02) submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc., in relation to the proposed plan prepared by KLM Planning Partners Inc., Project No. P-2341, dated April 2, 2015, included as Attachment '6' to Report PB-2015-0068.

3. That Council approve the Zoning By-law Amendment application submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. to rezone lands described as Part Lots 2, 3, 4, and 5 Concession 3 (NG).

4. That prior to the issuance of draft plan approval, staff report further to Council regarding the proposed modification to the South Keswick Development Area Plan to reflect the removal of the park and temporary road from the Glenwoods Urban Centre overlay designation.

5. That staff finalize the amending Zoning By-law for Council's adoption at a future meeting.

6. That pursuant to Section 34 (17) of the Planning Act, R.S.O. 1990, C.P. 13, as amended, in the event that minor revisions are necessary respecting the proposed amending Zoning By-law, further notice shall not be required.

7. That staff finalize the conditions of draft plan approval for Council's review and approval prior to the formal issuance of draft plan of subdivision approval.

8. That 2,394.4 persons equivalent of water supply and sanitary sewage treatment capacity is preliminarily assigned to Draft Plan of Subdivision 19T-14G02 upon draft plan approval.

9. That staff provide written notice of the next public meeting, a minimum of two weeks in advance of the date of said meeting, to the following:

i. Any person or public body that has requested to be notified of any future public meeting(s); and,

ii. Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the draft plan of subdivision and or the approval or refusal of a requested amendment or passing of a by-law.

(Advisement: Presentation by Agent to be provided in conjunction with this report)

(1) STATUTORY MEETING(S) UNDER OTHER LEGISLATION *None.*

(2) OTHER PUBLIC MEETINGS *None.*

12. REPORTS

(1) ADOPTION OF REPORTS NOT REQUIRING SEPARATE DISCUSSION

(2) REPORTS REQUIRING SEPARATE DISCUSSION

Report from the Recreation and Culture Department:

(A) Verbal Report from staff respecting The Link Construction Update and required approvals for Change Orders

(Advisement: written memorandum may accompany verbal report)

Report from the Administrative Services Department:

Pages 66-69

(B) Request to Stop Up, Close and Sell Portions of Lyons Lane

Report No. DAS-2015-0055

Recommendation(s):

1. **That Report No. DAS-2015-0055 be received for information.**

2. **That Council deem the portion of Lyons Lane identified herein as surplus and to approve in principal the stopping up, closing and conveying of the portion of Lyons Lane subject to public notice requirements.**

3. **That a by-law be passed to authorize the stopping up, closure and sale of the lands identified as Part 3, Reference Plan 65R-33435 and abutting the south limit of Lots 1, 2 and 3 and north side of Lot 34, Plan 176 to the abutting property owner at a cost based on the standard rate of $2.00 per square foot.**

Report from the Operations and Engineering Department:

Pages 70-71

(C) Tree Inventory and Assessment

Report No. OED-2015-0042

Recommendation(s):

1. **That Council receive Report No. OED-2015-0042 prepared by the Operations and Engineering Department dated September 23, 2015 respecting the Sole Sourcing of the Tree Inventory and Assessment.**

2. **That Council receive information for the "Tree Inventory and Assessment" Project being awarded to Silv-Econ Ltd. in the amount of $24,050 excluding applicable taxes.**

Reports from the Chief Administrative Officer:

Pages 72-100

(D) Clearwater Farm – Delegation of Authority to the Chief Administrative Officer to approve Renovations and Improvements at 481 Lake Drive East

Report No. CAO-2015-0008

Recommendation(s):

1. **That Council receive Report No. CAO-2015-0008 prepared by the Chief Administrative Officer, dated September 23, 2015 respecting the delegation of authority to the Chief Administrative Officer to approve renovations and improvements at 481 Lake Drive East.**

2. **That Council authorize the Chief Administrative Officer to approve renovations and improvements at 481 Lake Drive East.**

3. **That the Ontario Water Centre be required to submit an annual work plan for review and approval by the Chief Administrative Officer that includes a summary of the renovations and improvements required to facilitate same. And, that the Ontario Water Centre be required to submit a semi-annual status update on the work plan to the Chief Administrative Officer for information.**

4. **That the Chief Administrative Officer provide the annual work plan and semi-annual status update from the Ontario Water Centre to Council for information.**

Pages 101-106

(E) Lake Drive – Shoreline Jurisdiction Ad Hoc Committee

Report No. CAO-2015-0011

Recommendation(s):

1. **That Report No. CAO-2015-0011 regarding Lake Drive – Shoreline Jurisdiction Ad Hoc Committee be received.**

2. **That the Lake Drive – Shoreline Jurisdiction Ad Hoc Committee be created.**

3. **That Mayor Quirk, Councillor Fellini and Councillor Neeson be the Town's political representatives on the Committee.**

4. **That staff support the Committee as required.**

5. **That Alan Direnfeld, Susan Jagminas, John Ecclestone and Deyril Blanchard be appointed to the Committee.**

6. **That an Eastbourne representative, yet to be determined be appointed to the Committee.**

7. **That staff advertise the opportunity for 1-3 additional Committee members.**

8. **That inclusion of a representative of Hedge Road be considered.**

9. **That staff draft terms of reference for the Committee and submit to Council for approval.**

Pages 107-119

(F) Town Solicitor Options

Report No. CAO-2015-0012

Recommendation(s):

1. **That Council receive Report No. CAO-2015-0012 prepared by the Office of the Chief Administrative Officer dated September 23, 2015 respecting Town Solicitor Options.**

2. That the current contract with Ritchie, Ketcheson, Hart and Biggart LLP be extended to December 31, 2017 with the option to cancel with sixty days' notice.

3. That the proposal from Ritchie, Ketcheson, Hart and Biggart LLP for interim day to day legal services be accepted and that the CAO report on a 6 month basis on the degree of utilization.

13. DISPOSITIONS/PROCLAMATIONS, GENERAL INFORMATION ITEMS AND COMMITTEE OF ADJUSTMENT

(1) Dispositions/Proclamations

Pages 120-121

(a) Gary McNamara, President, Association of Municipalities of Ontario, challenging all member municipalities to donate at least $100 to aid in the international effort to resettle the Syrian refugees in safe countries.

Page 122

(b) Pat Gooderham, Poppy & Parade Chairperson 2015, Royal Canadian Legion, requesting permission to host its annual Remembrance Day Parades and Service, in Sutton from 1:30 to 2:00 p.m. and in Keswick from 10:30 to 11:00 a.m., along with the required temporary road closures.

(Advisement: Town Council and the Region have granted temporary road closures for these parades annually)

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(2) General Information Items

(3) Committee of Adjustment Planning Matters *None.*

(a) Under Review
(b) Recommendations
(c) Decisions

14. MOTIONS/NOTICES OF MOTION

15. REGIONAL BUSINESS

16. OTHER BUSINESS

17. BY-LAWS

Page 124

(1) By-law Number 2015-0123 (PUT-1), being a by-law to authorize the Mayor and Clerk to enter into an Encroachment Agreement for 66 North Street

(Advisement: Refer to Report No. OED-2015-0037 considered by Council on September 9, 2015)

Page 125

(2) By-law Number 2015-0124 (PUT-1), being a by-law to authorize the Mayor and Clerk to enter into an Encroachment Agreement for 213 Medina Drive

(Advisement: Refer to Report No. OED-2015-0038 considered by Council on September 9, 2015)

18. CLOSED SESSION *None.*

(1) Motion to move into closed session of Council

(2) Motion to reconvene into open session of Council and report on matters discussed in closed session.

19. CONFIRMING BY-LAW

Pages 126-129

(1) By-law No. 2015-0125 (COU-2), a by-law to confirm the proceedings of Council on September 23, 2015.

20. MOTION TO ADJOURN

THE CORPORATION OF THE TOWN OF GEORGINA

COUNCIL MINUTES

Wednesday, September 9, 2015
9:02 AM

Staff:
Winanne Grant, Chief Administrative Office
Rebecca Mathewson, Director of Administrative Services and Treasurer
Harold Lenters, Director of Planning and Building
Robin McDougall, Director of Recreation and Culture
Ronald Jenkins, Director of Emergency Services/Fire Chief
Dan Pisani, Director of Operations and Engineering
Phil Rose-Donahoe, Manager of Cultural Services
Michele Vandentillaart, Link Program Coordinator
Ryan Cronsberry, Manager of Municipal Law Enforcement/C.M.L.E.O.
Michael Baskerville, Manager of Engineering
Gagan Sandhu, Infrastructure and Operations Manager
David Reddon, Manager/Taxation & Revenue
Tolek Makarewicz, Planner
Darlene Carson-Hildebrand, Deputy Treasurer
Tanya Thompson, Communications Manager
John Espinosa, Town Clerk
Carolyn Lance, Council Services Coordinator

Others:
Karen Wolfe, The Georgina Post
Joanne Henderson
Michael Smith, Michael Smith Planning Consultants, Item No. 12(2)(F)
David Murphy, Item No.12(2)(J)
Ted Lyddiatt, Item No. 12(2)(J)
Suzanne Spence, Item No. 12(2)(J)
Debbie Murphy, Item No. 12(2)(J)
Keith MacKinnon, Item No. 12(2)(J)
Michael Miller, Senior Field Installation Supervisor for Realterm Energy, Item No. 10.1

1. CALL TO ORDER - MOMENT OF MEDITATION

A moment of meditation was observed.

2. ROLL CALL

The following Council Members were present:

Mayor Quirk	Regional Councillor Wheeler
Councillor Davison (left after Closed Session at 2:37 p.m.)	
Councillor Fellini	Councillor Harding
Councillor Neeson	Councillor Sebo

3. COMMUNITY ANNOUNCEMENTS

•Saturday, September 12th, 9am, Paddle up the Maskinonge event, Keswick
•Saturday, September 12th, Uptown Keswick Harvest Festival, 9:00am to 2:00pm
•Electronic Waste Pick-up, Ice Palace back parking lot, 9:00am to 12:00pm
•September. 17 to October 27, Georgina Senior's Games; must be Georgina resident 55+ years of age
•Saturday, September 12th and Sunday, September 13th, Chippewas of Georgina Island Pow-Wow, Sibbald Point Park
•Sunday, September 13th, Triathlon event, De La Salle Park
•Saturday, September 19th, PAR Rabies Clinic, 9:00am to 1:00pm
•reminder to drive safely, school has started with kids travelling back and forth to school
•Sunday, September 20th, Terry Fox Run, North Gwillimbury Park, register online at www.terryfox.org or at libraries

4. INTRODUCTION OF ADDENDUM ITEM(S)

Item No. 9.1	Withdrawn; projects on hold
Item No. 10.1	Representative will be late
Item No. 16	Other Business, duck blind discussion

5. APPROVAL OF AGENDA

Moved by Regional Councillor Wheeler, Seconded by Councillor Harding

RESOLUTION NO. C-2015-0604

That the September 9, 2015 Council agenda, with the following addendum items, be approved as presented.

Item No. 9.1	Withdrawn; projects on hold
Item No. 10.1	Representative will be late
Item No. 16	Other Business, duck blind discussion

Carried.

6. DECLARATIONS OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF *None.*

7. ADOPTION OF MINUTES

Moved by Councillor Sebo, Seconded by Councillor Fellini

RESOLUTION NO. C-2015-0605

That the following minutes, as amended, be adopted;

7.1 Minutes of the Special Council Meeting held on August 11, 2015

7.2 Minutes of the Council Meeting held on August 12, 2015

Page 2 of the August 12th minutes, the word "Gardner's" to be amended to read "Gardeners"

Page 36 of the August 12th minutes, 3rd paragraph, the words 'considering that a large amount of money was recently donated and used to replace flooring' to be amended to read 'considering that grant money was received and used to replace flooring'.

Carried.

8. SPEAKERS

David Murphy, 7272 Smith Blvd, addressed Council as follows;
•concerned with heavy traffic on Smith Blvd. from the Beaton landfill project and from the solar farm construction. Suggested Mr. Beaton use Old Homestead Rd instead of Smith Blvd.
•how much landfill is on the site to date?
•how many environmental checks have been made to date? Can Smith Blvd. residents obtain these environmental reports?
•The Georgina Post included an article at the time the landfill project began, advising that Mr. Beaton stated only farm-grade agricultural soil would be brought in. Some material being dumped is in liquid form. Is the contract null and void because of that?
•Ministry of Transportation has stopped trucks on Park Road. Georgina should do the same on Smith Blvd.

Ted Lyddiatt, 7171 Smith Blvd, addressed Council as follows;
•residents would like to know what the owner's intended use is for the property at the completion of the fill project
•was there, and will there be, core samples taken on the fill site to see what kind of material is being dumped?

•can trucks access the property off of Old Homestead Road instead of Smith Blvd due to excessive traffic on Smith Blvd.
•some trucks not being cleaning off after dumping, leaving dirt on the road ways
•suggested the speed limit be reduced to 40 km/h on Smith Blvd.
•requested installation of a sign on Smith Blvd. advising the area is a farming community and to drive slowly
•the Ministry and the Police indicate it is the responsibility of the municipality to clean up the road or to make sure it is cleaned.
•last year, a truck rolled over into the ditch dumping its load and the dirt has not been removed
•if the municipality was aware that Smith Blvd. was not built to handle the large truck traffic, why was the permit issued in the first place?
•Smith Blvd from Park Road to Weir's Sideroad needs to be totally repaired rather than being patched.
•not the fault of the Smith Blvd. residents that Mr. Beaton cannot make his quota in the time allotted to him, it is unacceptable that they put up with this
•repairs necessary to his lawnmower due to steel pins driven into the Blvd and not marked
•the estimate of 10 cubic metres per truck is not realistic; triaxle trucks carry a minimum 11.59 cubic metres while tractor-trailers carry 38 tonnes per truck. Last Saturday alone, 56 tractor-trailers dumped loads on the subject property

Suzanne Spence 7669 Smith Blvd., addressed Council as follows;
•moved with family onto Smith Blvd in October of 2014. Since the winter and heavy truck traffic, road is in bad shape
•wants to ensure dumping of fill is done safely and will not contaminate land
•trucks do not move over when meeting opposing traffic

Debbie Murphy, 7272 Smith Blvd., addressed Council as follows;
•she residents have contacted the Police regarding being nearly driven off the road by these trucks, driving too fast
•trucks use the local church parking lot to make u-turns but it is also used by residents for mail pickup. Who will repair the parking lot?

Keith MacKinnon, KLM Planning Partners Inc., addressed Council as follows;
•requested Item No. 17.2 be moved forward and dealt with

Mayor Quirk moved forward and dealt with Item No. 17.2 at this time.

Moved by Regional Councillor Wheeler, Seconded by Councillor Davison

RESOLUTION NO. C-2015-0606

That the following by-law be approved:

(2) By-law Number 2015-0117 (PL-5), being a by-law to amend Zoning By-law 500, 739034 Ontario Inc. (Oxford Homes) Phase Two, Part of Lots 2 & 3, Concession 3 (NG), Registered Plan 65R-28919, Parts 1 & 2

Carried.

9. DELEGATIONS/PETITIONS

9.1 Hina Shahzati, Abundant Solar Energy Inc. requesting municipal support resolution for small FIT 4 Solar Projects.

Withdrawn; not in attendance.

Mayor Quirk moved forward and dealt with Item No. 12)(2)(J) at this time.

(J) Smith Boulevard

Report No. OED-2015-0040

Dan Pisani advised that the intent of report was to provide information. Test holes revealed that there is topsoil in the composition which will require removal, which will be an expensive endeavor. Permanent solution not known at this time.

Michael Baskerville addressed Council as follows;
•permit was approved based on Smith Blvd. Mr. Beaton has access to the property via Old Homestead and made use of that during half load season. It would be more expensive for him to access the property via Old Homestead but staff can discuss the use of Old Homestead to possibly divide the truck's use of the roads between Smith Blvd. and Old Homestead, based on Mr. Beaton's willingness to cooperate
•a certain number of truck loads are tested throughout every month; tested at the source and again on the site. Staff have a complete record of every test taken, both at source and on site. Quality of material has to meet Ministry's Table 2 and Table 1 for agricultural uses. To date, the material has complied with requirements.
•Liquid material being dumped is tunneling material from subway construction and meets the same requirements. Micro-tunneling uses high volumes of water under intense pressure and turns soil to liquid.
•soil testing reports are available for public review
•staff does not disagree that the trucks are not being cleaned before leaving the site. Mr. Beaton is supposed to ensure trucks are washed off; Town staff have observed the trucks being scraped off, tires scraped off, but staff cannot constantly be on site.
•the same was found with trucks travelling from the solar farm property, but the municipality has less control over that operation.
•can post radar board sign
•perception that trucks appear to be travelling faster than they are

•trucks tend to travel down the centre of roads in an attempt to avoid the shoulder, but should move over when opposing traffic appears. Need police presence as it is an issue regulated under the Highway Traffic Act
•Roads Department staff is making regular patrols and deal with issues as they are witnessed
•wash station being set up to wash off the back of trucks but the drivers don`t always use them
•staff can post a sign on Smith Blvd advising that the area is a farming community
•staff was unaware of the roll-over in the ditch and will have the dumped material cleared away
•like any other concession road built many years ago, Smith Blvd was meant for farming community use, not meant for high volumes of traffic
•Permit on Mr. Beaton`s site was approved by Council until November 2016
•will need to decide if repairs are sufficient to Smith Blvd. or more work needs to be done; cost is a factor
•Options can be discussed with Mr. Beaton to address a majority of the complaints and concerns raised
•10 cubic metres per truck was not intended to be an accurate number, it refers to tandum dump trucks, not triaxle or tractor trailer loads, and was needed as a rough idea of the volume being dumped at the site.
•a detailed topographic survey was conducted at the beginning of the process and will be conducted at the end, which will give an accurate number of cubic metres placed on site
•approximately 14,000 loads have been placed on this site to date. This number will be much more accurate at the end of the process
•at the time the permit extension is requested in 2016, staff can request the site be surveyed to get an accurate number of loads to report to Council. The 50 cents per load paid to the Town is earmarked to undertake repairs as deemed appropriate.
•the use of the church parking lot by the trucks is a valid complaint. Trucks cut the corner and damage the roads. This is the Region's responsibility. The more loads brought in, the more money is made and each truck is trying to make four (4) trips per day. Staff will speak to the owner and the truckers to move over when approaching traffic and encourage better driving habits.
•speed limit reduction not unreasonable; from the current 70 km/h to 60 or 50 km/hr
•will discuss the installation of barriers with the Road Superintendent and the Region; barriers could affect plows in winter months

Dan Pisani advised that the speed limit reduction can be altered quickly with direction from Council.

Mike Baskerville advised that the material is tested at the source. Material on site is stockpiled in certain areas depending on the source and is tested before it is spread out. The slurry goes to one location and cannot be stockpiled, which will be discussed
•can do spot checks but this would be done at the Town's expense. The agreement with Mr. Beaton is to establish protocols and he is following that agreement.

It was suggested that in potential future similar projects, an agreement should include a clause requiring property owners with large scale fill operations to be good neighbours. If such issues as disrespectful truck drivers, speeding, bad driving habits, constant dirt on roads occur, the permit should be withdrawn. If the Town does not have the authority to withdraw the permit, the applicant has no reason to comply.

Mike Baskerville advised that whether or not the municipality is required to renew the permit, is a legal question that needs to be answered by the Town Solicitor.
•other municipalities have, in their fill by-laws, raised the amount of money to be set aside for road repairs, some with a sliding scale, while Georgina has not. Staff will research to come as close to industry standards as possible.

Mike Baskerville advised that all surface runoff is trapped and contained on site and will be tested.
•Fill application stated that the purpose was 'to improve lands for farming purposes'
•Inserting additional clauses in agreement regarding offsite damage. There are clauses in the current agreement to that effect, but proof is required as to what trucks did the damage.

Moved by Regional Councillor Wheeler, Seconded by Councillor Fellini

That the Rules of Procedure be waived to permit Ted Lyddiatt to address Council for a second time.

Carried.

Ted Lyddiatt addressed Council as follows;
•York Region Transportation requests residents to get the license number and name on the truck and the speed they are driving but he believes that should be the responsibility of the Police Department.
•there have been a couple of broken windshields due to dirt coming off the back of trucks
•there are five farms in the area that use Smith Blvd. for farming uses; hay, corn, soybeans, etc. Farmers put dirt on road once a year, while the trucks do it every day.
•not all of the soil is being stockpiled; some residents witnessed three trucks on the property with an excavator and bulldozer dumping into a hole and leveling it off at 10:30 in the evening.
•Mr. Beaton is making minimum $50/load x 68,000 loads. He can afford to repair the road.
•this project needs to be stopped when the agreement expires in 2016.
Moved by Regional Councillor Wheeler, Seconded by Councillor Davison

That the Rules of Procedure be waived in order to permit David Murphy to address Council for a second time.

Carried

David Murphy inquired if the Town or the Region installed along Smith Blvd. because there was a camera on the road for two years monitoring truck traffic.

Dan Pisani advised that the Town did not install a camera

Moved by Councillor Harding, Seconded by Regional Councillor Wheeler

RESOLUTION NO. C-2015-0607

1. That Council receive Report No. OED-2015-0040 prepared by the Operations and Engineering Department dated September 9, 2015 regarding Smith Boulevard for information.

2. That staff to requested to bring back a by-law to reduce the speed limit on Smith Boulevard.

Carried.

10. PRESENTATIONS

10.1 Presentation regarding LED replacement streetlighting throughout the Town of Georgina.

Michael Miller, Senior Field Installation Supervisor for Realterm Energy, made a power point presentation and addressed Council as follows;
•actively involved in the project
•installation has begun
•provided to staff an active view of the mapping of the municipality so people can track progress of installations
•responsibility to ensure Town's requirements are managed and expectations are met
•installation contractor is TM3 (Division of Trademark Inc)
•each colour of the map represents a different wattage. Designed as part of the process to meet standards. Can identify each individual light, category of street it is on, width of road, height of pole, latitude and longitude, wattage of light to be installed, installation date for 10 year warranty purposes
•300 lights have been installed to date
•provides accurate assessment of assets
•currently recording outages, with no replacements of old lights
•all lights should be in place by the first week of November of this year

Dan Pisani advised that new lighting will be dealt with in the 2016 budget. New proposed lights will be LED, solar and wind powered, similar to the lights at the Stephen Leacock Theatre to reduce costs

Moved by Councillor Davison, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0608

That the presentation provided by Michael Miller, Senior Field Installation Supervisor for Realterm Energy, regarding LED replacement street-lighting throughout the Town of Georgina, be received.

Carried.

11. PUBLIC MEETINGS *None.*

(1) STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS *None*.

(2) STATUTORY MEETING(S) UNDER OTHER LEGISLATION *None.*

(3) OTHER PUBLIC MEETINGS *None.*

12. REPORTS

(1) ADOPTION OF REPORTS NOT REQUIRING SEPARATE DISCUSSION

Moved by Regional Councillor Wheeler, Seconded by Councillor Sebo

(E) Application for Deeming By-law Approval,
Brendan MCNALLEY & Leanne MATT
233 Lake Drive East, Crescent Beach
Lot 7, Registered Plan 150

Report No. PB-2015-0062

RESOLUTION NO. C-2015-0609

1. That Council receive Report PB-2015-0062 prepared by the Planning Division dated September 9, 2015 respecting an application for deeming by-law approval for 233 Lake Drive East, Crescent Beach.

2. That Council approve the application submitted by Brendan McNalley & Leanne Matt to deem Lot 7, Registered Plan 150 not to be a lot on a registered plan of subdivision for the purpose of Section 50(3) and in accordance with Section 50(4) of the Planning Act, R.S.O. 1990.

3. That Council pass a by-law to deem Lot 7, Registered Plan 150 not to be a lot on a registered plan of subdivision for the purpose of Section 50(3) and in accordance with Section 50(4) of the Planning Act, R.S.O. 1990.

(G) Encroachment Agreement for 66 North Street

Report No. OED-2015-0037

RESOLUTION NO. C-2015-0610

1. That Council receive Report No. OED-2015-0037 prepared by the Operations and Engineering Department dated September 9th, 2015 regarding the encroachment agreement for 66 North Street.

2. That a by-law be passed authorizing the Mayor and Clerk to enter into an encroachment agreement between the Town of Georgina and the Owners of property known as 66 North Street.

(H) Encroachment Agreement for 213 Medina Drive

Report No. OED-2015-0038

RESOLUTION NO. C-2015-0611

1. That Council receive Report No. OED-2015-0038 prepared by the Operations and Engineering Department dated September 9th, 2015 regarding encroachment agreement for 213 Medina Drive.

2. That a by-law be passed authorizing the Mayor and Clerk to enter into an encroachment agreement between the Town of Georgina and the Owners of property known as 213 Medina Drive.

(I) Award of Tender OED 2015-0015, Purchase of Winter Sand

Report No. OED-2015-0039

RESOLUTION NO. C-2015-0612

1. That Council receive Report No. OED-2015-0039 prepared by the Operations and Engineering Department dated September 9, 2015 regarding the Award of Tender OED 2015-0015

2. That the bid from Bedard Sand and Gravel is received and the Purchasing Agent issue a Purchase Order to Bedard Sand and Gravel Ltd.

(K) Application for Sign By-law Relief for a Ground Sign at 279 The Queensway South, Keswick

Report No. DAS-2015-0050

RESOLUTION NO. C-2015-0613

1. That Council receive Report No. DAS-2015-0050 prepared by the Administrative Services Department dated September 9, 2015 respecting an application for sign by-law relief for a ground sign at 279 The Queensway South.

2. That the Town of Georgina approve the application for Sign By-law relief for a ground sign to be erected at 279 The Queensway South.

Carried.

(2) REPORTS REQUIRING SEPARATE DISCUSSION

Reports from the Recreation and Culture Department:

(A) The Link Construction Update and required approvals for Change Orders

Phil Rose-Donahoe provided a verbal report respecting The Link Construction Update to Council, advising that the demolition of the north wing should be completed this week. The Town did not receive money from the Federal Canada 150 Grant for work on the outside of the building. The contractor quoted $4,260 to repaint and repair front corrugated steel canopy for curb appeal purposes but is left to Council's discretion.

•Federal funding will be in place to install an elevator, but a 90 foot ramp would be more practical with much lower maintenance. Funding approval will be required from the Accessibility Advisory Committee and Federal funding for a third of the cost.
•lettering on side of building 'Sutton Public School' will be removed by maintenance staff
•Grand Opening date is Thursday, November 12th
•meeting with Art Gallery representative(s) September 10th and the Fire Department to resolve safety issues

Moved by Councillor Neeson, Seconded by Regional Councillor Wheeler

RESOLUTION NO. C-2015-0614

That Council approve the verbal report from staff respecting The Link Construction Update and approve the refinishing of the front canopy at a cost not to exceed

$4,260.00, with staff to look at other options for a better price, according to the provision of the Purchasing Bylaw.

Carried.

That staff be directed that contingent upon a recommendation from the Georgina Accessibility Advisory Committee, the funds from the accessibility reserve be used for construction of a ramp at The Link building and that Council approve the use of these funds for that purpose.

Mayor Quirk moved forward Item No. (F)

(F) Request for Extension of Draft Plan Approval,
Draft Plan of Vacant Land Condominium 19CDM-06G01
Hedge Road Landing (formerly Jackson's Landing)
2055226 Ontario Inc. (c/o Alliance Homes)
Part Lot 5, Concession 8 (G), Hedge Road
AGENT: Michael Smith Planning Consultants

Report No. PB-2015-0063

Harold Lenters advised that trunk services can be extended to this site to facilitate the eventual connection of municipal services to homes not serviced. The sewage plant's capacity would need to be expanded in order to service privately serviced houses not yet constructed. Capacity has been set aside to facilitate the connection of existing homes that are currently on private services. He advised that for the subject property, assuming the sewage plant is expanded which is currently not on the Region's plans for some time, the developer would need to go through the community improvement process, would need Federal/Provincial grant money and would need to cover the cost of bringing the facilities to the subject property.

Michael Smith, agent, advised that a dock is not proposed. There is a plan to construct a platform at the top of the bank to act as a lookout site.

Harold Lenters advised that if an investigation reveals that the development is not proceeding as an adult lifestyle community, it may need to be redesigned and a school site may be required.

Moved by Regional Councillor Wheeler, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0615

1. That Council receive Report PB-2015-0063 prepared by the Planning Division dated September 9, 2015 respecting a request for extension of draft plan approval for Vacant Land Condominium 19CDM-06G01.

2. That pursuant to Section 51(33) of the *Planning Act*, R.S.O., 1990, c.p.13, as amended, an extension to the approval of Draft Plan of Vacant Land Condominium 19CDM-06G01 be granted to October 19, 2018.

3. That pursuant to Section 51(44) of the *Planning Act*, R.S.O., 1990, c.p.13, as amended, the lapsing provision noted at the end of the conditions of draft plan approval for Draft Plan of Vacant Land Condominium 19CDM-06G01 be amended to read "Pursuant to the Planning Act, R.S.O., 1990, c.p.13, as amended, approval of this Plan of Vacant Land Condominium shall lapse if final approval for registration has not been given by October 19, 2018, unless approval has been sooner withdrawn or the Town of Georgina has extended the duration of the approval."

4. That pursuant to Section 51(47) of the *Planning Act*, R.S.O., 1990, c.p.13, as amended, written notice shall not be given as the changes to the lapsing provision are considered to be minor.

5. That Planning Staff forward the revised Conditions of Draft Plan Approval included as Attachment '8' to Report PB-2015-0063 to the applicant, their agent, the York Region Director of the Community Planning Branch of the Transportation and Community Planning Department, and to all other agencies which have imposed their respective conditions of approval.

Carried.

Moved by Councillor Sebo, Seconded by Regional Councillor Wheeler

That the meeting recess at 11:25 a.m.

Carried.

The meeting resumed at 11:40 a.m.

(B) The Canada 150 Community Infrastructure Program
Council Endorsement

Report No. RC-2015-0021

Moved by Councillor Harding, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0616

1. That Council receive Report No. RC-2015-0021, prepared by the Recreation and Culture Department dated September 9, 2015, respecting The Canada 150 Community Infrastructure Program – Council Endorsement.

2. That Council endorse the Improvement of De La Salle Park's Accessibility at the Waterfront Park/Beach through the Federal Economic Development Agency for Southern Ontario – The Canada 150 Community Infrastructure Program (FedDev contribution $108,900) and authorize the Town contribution to be taken from the Accessibility Reserve in the amount of $217,800, contingent upon a recommendation of the Georgina Accessibility Advisory Committee.

3. That Council endorse the Improvement of the Pefferlaw Ice Pad to add a Roof Enclosure through the Federal Economic Development Agency for Southern Ontario - The Canada 150 Community Infrastructure Program (FedDev contribution $315,000) and authorize the Town contribution to be budgeted for in 2016 and 2017 in the amount of $471,225.

4. That Council authorize the CAO to execute the contribution agreements for both projects.

Carried.

(C) The Link Business Plan – Council Approval

Report No. RC-2015-0022

Phil Rose-Donahoe and Michele Vandentillaart reviewed the report.
•it is expected that tenants will raise funds to finish their respective space as some of the finishes such as flooring and millwork has been left to be done by the tenants.
•If a tenant is able to secure capital funding of $100,000 for example, the tenant would receive a credit on their licence agreement account equaling one-fifth of the capital investment ($20,000). This one-time credit, called the 'Capital Investment Credit', can be used by the tenant towards their rent or programming space requirements until depleted.

Moved by Councillor Fellini, Seconded by Regional Councillor Wheeler

That the meeting recess at 12:34 p.m.

Carried.

The meeting resumed at 1:35 p.m.

Moved by Councillor Sebo, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0617

1. That Council receive Report No. RC-2015-0022, prepared by the Recreation and Culture Department dated September 9, 2015, respecting The Link Business Plan – Council Approval.

2. That Council approve The Link Business Plan.

Carried.

18. CLOSED SESSION

(1) Motion to move into closed session of Council

Moved by Councillor Harding, Seconded by Councillor Fellini

That Council move into Closed Session at 1:55 p.m., pursuant to section 239 of The Municipal Act, 2001, as amended, to deal with the following matter:

(B) PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL, INCLUDING MUNICIPAL OR LOCAL BOARD EMPLOYEES, SECTION 239 (2) (b), MA
-AND-
LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS; SECTION 239 (2) (d), MA
- Chief Administrative Officer's verbal Corporate Work Plan Update

Carried.

The Town Clerk and the Council Services Coordinator left the meeting at this time.

(2) Motion to reconvene into open session of Council and report on matters discussed in closed session.

Councillor Davison left the meeting at this time (2:37 p.m.).

The Town Clerk and Council Services Coordinator returned to the meeting.

Moved by Councillor Harding, Seconded by Councillor Fellini

That Council rise from closed session at 2:37 p.m. and report on matters discussed in closed session.

Carried.

Moved by Councillor Neeson, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0618

That the Chief Administrative Officer be directed to transition the positions discussed from Contract to Permanent Full Time.

Carried.

(C) Georgina Multi-Use Recreation Centre (MURC) Partnership/Market Analysis - Update

Report No. RC-2015-0024

Robin McDougall advised that the Towns of Georgina and East Gwillimbury each require their own facility based on the projected populations for 2021, so partnering the use of the Georgina Multi-Use Recreation Centre is not the intent. The study is to evaluate and confirm the need for a facility in each municipality.

Moved by Councillor Sebo, Seconded by Councillor Fellini

RESOLUTION NO. C-2015-0619

I. That Council receive Report No. RC-2015-0024 prepared by the Recreation and Culture Department dated September 9, 2015 respecting the Georgina Multi-Use Recreation Centre Partnership/Market Analysis - Update.

2. That Council authorize staff to continue to prepare a joint Request for Proposal (RFP) with the Town of East Gwillimbury for a Multi-Use Recreation Centre (MURC) Partnership/Market Analysis using the capital funds proposed in the 2015 budget ($15,000) to put towards the shared cost of the analysis.

Carried.

Reports from the Administrative Services Department:

(L) Frozen Water Services and Repairs to Private Service Side – Financing Options Review

Report No. DAS-2015-0052

Moved by Regional Councillor Wheeler, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0620

1. That Council receive Report No. DAS-2015-0052 prepared by the Administrative Services Department dated September 9, 2015 respecting frozen water services and repairs to private service side – financing options review.

2. That Council does not support offering interest free loans to property owners to repair or replace private water services on the non-municipal owned side of the water service.

3. That staff be authorized, if required, to enter into negotiations with owners of the nine identified properties to remediate the problems identified in the last report through interest bearing loans as provided for in Section 443 of the Municipal Act.

4. That staff further investigate participating in the Service Line Warranties of Canada (SLWC), a water and sewer line warranty program which provides optional water and/or wastewater warranty plans to homeowners.

Carried.

(M) Council Remuneration and One-Third Tax Free Allowance

Report No. DAS-2015-0053

Moved by Councillor Fellini, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0621

That Report DAS-2015-0053 entitled 'Council Remuneration and One-Third Tax Free Allowance' be deferred to a future Council meeting for discussion purposes, due to the absence of a Councillor.

Carried.

13. DISPOSITIONS/PROCLAMATIONS, GENERAL INFORMATION ITEMS AND COMMITTEE OF ADJUSTMENT

(1) Dispositions/Proclamations

(a) Karyn Stone, Economic Development Officer, advising of approved Development and Community Improvement Grant Applications.

Moved by Councillor Sebo, Seconded by Councillor Harding

RESOLUTION NO. C-2015-0622

That the memorandum from Karyn Stone, Economic Development Officer, advising of approved Development and Community Improvement Grant Applications be received.

Carried.

(b) Lynne Wagner, Ministry of Attorney General, advising of an increase in Provincial Offences Act (POA) courts cost recovery rates for adjudication services and monitoring and enforcing of the POA transfer agreements, effective January 1, 2016.

Moved by Regional Councillor Wheeler, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0623

That correspondence from Lynne Wagner, Ministry of Attorney General, advising of an increase in Provincial Offences Act (POA) courts cost recovery rates for adjudication services and monitoring and enforcing of the POA transfer agreements, effective January 1, 2016 be received and referred to the Director of Administrative Services and Treasurer for review.

Carried.

(c) Chris Wray, CAO/Clerk-Treasurer, Municipality of Wawa, concerning its concerns with the Ministry of Community Safety and Correctional Services respecting its 1,000 Officers Partnership Program.

Moved by Regional Councillor Wheeler, Seconded by Councillor Harding

RESOLUTION NO. C-2015-0624

That correspondence from Chris Wray, CAO/Clerk-Treasurer, Municipality of Wawa, respecting its concerns with the Ministry of Community Safety and Correctional Services respecting its 1,000 Officers Partnership Program, be received and referred to the Chief Administrative Officer for investigation.

Carried.

(d) Association of Municipalities of Ontario's 'What's Next Ontario' Membership Engagement Summary respecting a common path towards achieving long-term fiscal sustainability.

Moved by Councillor Sebo, Seconded by Councillor Fellini

RESOLUTION NO. C-2015-0625

That correspondence from the Association of Municipalities of Ontario's 'What's Next Ontario' Membership Engagement Summary respecting a common path towards achieving long-term fiscal sustainability be received.

Carried.

(e) Adrian Cammaert, Senior Policy Planner, respecting a request from Solar Power Network for reconfirmation of Municipal Council Support for a previously supported and expired rooftop solar project.

Moved by Councillor Harding, Seconded by Councillor Fellini

RESOLUTION NO. C-2015-0626

That Council for the Town of Georgina adopt a Municipal Council Support resolution for rooftop solar projects within the Town of Georgina.

Carried.

Moved by Councillor Fellini, Seconded by Councillor Harding

RESOLUTION NO. C-2015-0627

WHEREAS capitalized terms not defined herein have the meanings ascribed to them in the FIT Contract, Version 3.1;

AND WHEREAS the Province's FIT Program encourage the construction and operation of rooftop solar PV generation projects (the 'Projects');

AND WHEREAS one or more Projects may be subject to FIT Contracts and may be constructed and operated in The Town of Georgina ('Local Municipality');

AND WHEREAS in accordance with the FIT Rules, Version 3.0, the Council of the Local Municipality ('Council') had previously indicated, by a resolution, its support for Projects in the Local Municipality (the 'Prior Resolution');

AND WHEREAS Council now indicates, by a resolution dated no earlier than June 10, 2015, Council's continued support for the construction and operation of the Projects anywhere in the Local Municipality (the 'New Resolution');
AND WHEREAS, pursuant to the FIT Contract, where a New Resolution is received in respect of the Projects in the Local Municipality, Suppliers will be recognized as fulfilling the requirements under Section 2.4(d)(vii) of the FIT Contract, which may result in Suppliers being offered Notice to Proceed in accordance with the terms of their respective FIT Contract(s);

NOW THEREFORE BE IT RESOLVED THAT Council of the Town of Georgina supports the construction and operation of the Projects anywhere in the Town of Georgina;

This resolution's sole purpose is to enable Suppliers to achieve Notice to Proceed under their FIT Contracts and may not be used for the purpose of any other form of municipal approval in relation to a FIT Contract or Project or for any other purpose.

This resolution shall expire twelve (12) months after its adoption by Council.

Carried.

(f) Jagged Edge Hair Studio requesting the temporary closure of Market Square on October 31st from 9:00 a.m. to 5:00 p.m. during the BIA's Halloween Haunt event

Moved by Councillor Sebo, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0628

That Council grant the temporary closure of Market Square on October 31st from 9:00 a.m. to 5:00 p.m. during the Sutton BIA's 'Halloween Haunt' event.

Carried.

(g) Trish Barnett, Lake Simcoe Region Conservation Authority, requesting response by the deadline of October 19, 2015, to the Minister of Natural Resources and Forestry's discussion paper concerning governance, funding mechanisms, and roles and responsibilities of Conservation Authorities.

Moved by Regional Councillor Wheeler, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0629

That correspondence from Trish Barnett, Lake Simcoe Region Conservation Authority, requesting response by the deadline of October 19, 2015, to the Minister of Natural Resources and Forestry's discussion paper concerning governance, funding mechanisms, and roles and responsibilities of Conservation Authorities, be received and referred to the Director of Planning and Building for disposition.

Carried.

(2) General Information Items

Moved by Councillor Harding, Seconded by Councillor Fellini

RESOLUTION NO. C-2015-0630

That the General Information items of the September 9, 2015 Council meeting be received for information.

Carried.

(3) Committee of Adjustment Planning Matters

(a) Under Review
(b) Recommendations
(c) Decisions

Moved by Regional Councillor Wheeler, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0631

That the Committee of Adjustment items of the September 9, 2015 Council meeting be received for information.

Carried.

14. MOTIONS/NOTICES OF MOTION *None.*

15. REGIONAL BUSINESS *None.*

16. OTHER BUSINESS

The poor condition of portions of Old Homestead Road was mentioned; the Director of Operations and Engineering was requested to review the situation.

Moved by Councillor Sebo, Seconded by Councillor Neeson

That the meeting continue past the four hour maximum time limit.

Carried.

16.1 Duck blind locations; privacy and safety concerns.

Moved by Councillor Fellini, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0632

That staff contact the Ministry of Natural Resources and Forestry with respect to duck blinds in the Town of Georgina to determine if duck blinds are legally permitted in the area, if duck blinds are permitted on the shoreline with regard to privacy and safety, if the Ministry enforces any regulations, the number of officers serve Georgina. Staff was requested to forward a follow-up e-mail to Council to advise of any information obtained.

That the Communications Manager contact the Ministry of Natural Resources and Forestry in order to prepare a 'Frequently Asked Questions' information sheet for the public to post on the Town's website, to include such information as dates for duck season, hours of the day permitted for the discharge of firearms, what is and is not permitted.

Staff was requested to determine through the Town of Georgina Firearms Bylaw the locations within the Town boundaries that it is permitted and prohibited to discharge firearms.

17. BY-LAWS

Moved by Councillor Sebo, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0633

That the following by-law be approved:

(1) By-law Number 2015-0116 (PL-1), being a by-law to Deem Lot 7 not to be a lot on a Registered Plan of Subdivision, Brendan MCNALLEY and Leanne MATT, Lot 7, Registered Plan 150, 233 Lake Drive East

Carried.

18. CLOSED SESSION

(1) Motion to move into closed session of Council

Moved by Councillor Harding, Seconded by Councillor Sebo

That Council move into Closed Session at 3:43 p.m., pursuant to section 239 of The Municipal Act, 2001, as amended, to deal with the following matter:

(A) LITIGATION OR POTENTIAL LITIGATION, INCLUDING MATTERS BEFORE ADMINISTRATIVE TRIBUNALS, AFFECTING THE MUNICIPALITY OR LOCAL BOARD; SECTION 239 (2) (e), MA

- Site Alteration Matter – Kosmik non-compliance

Carried.

(2) Motion to reconvene into open session of Council and report on matters discussed in closed session.

Moved by Councillor Sebo, Seconded by Councillor Neeson

That Council rise from closed session at 4:20 p.m. and report on matters discussed in closed session.

Carried.

Moved by Councillor Sebo, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0634

That staff proceed with Option 3 as presented in Report No. OED-2013-0043 and as discussed by Council.

Carried.

19. CONFIRMING BY-LAW

Moved by Councillor Harding, Seconded by Regional Councillor Wheeler

RESOLUTION NO. C-2015-0635

That the following by-law be approved:

(1) By-law No. 2015-0118 (COU-2), a by-law to confirm the proceedings of Council on September 9, 2015.

Carried.

20. MOTION TO ADJOURN

Moved by Regional Councillor Wheeler, Seconded by Councillor Neeson

RESOLUTION NO. C-2015-0636

That the meeting adjourn at 4:20 p.m.

Carried.

_____
Margaret Quirk, Mayor

_____
John Espinosa, Town Clerk

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT PB-2015-0068

FOR THE CONSIDERATION OF
COUNCIL
SEPTEMBER 23, 2015

SUBJECT: APPLICATIONS FOR DRAFT PLAN OF SUBDIVISION AND ZONING BY-LAW AMENDMENT APPROVAL
PART OF LOTS 2, 3, 4 AND 5, CONCESSION 3 (NG)
APPLICANT: WESROW ESTATES INC., GRANGEMUIR DEVELOPMENTS INC., CARNESS DEVELOPMENTS INC., STRATHGREEN ESTATES INC., CAMLANE HOLDINGS INC. *c/o* DG GROUP
FILE NO.: 01.139 (19T-14G02) AND 03.1078

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1. RECOMMENDATIONS:

1. **That Council receive Report PB-2015-0068 prepared by the Planning Division dated September 23, 2015 respecting applications for Draft Plan of Subdivision and Zoning By-law amendment approval, submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. for lands described as Part Lots 2, 3, 4, and 5 Concession 3 (NG) in Keswick.**

2. **That Council approve the application for Draft Plan of Subdivision (19T-14G02) submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc., in relation to the proposed plan prepared by KLM Planning Partners Inc., Project No. P-2341, dated April 2, 2015, included as Attachment '6' to Report PB-2015-0068.**

3. **That Council approve the Zoning By-law Amendment application submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. to rezone lands described as Part Lots 2, 3, 4, and 5 Concession 3 (NG).**

4. **That staff finalize the amending Zoning By-law for Council's adoption at a future meeting.**

5. **That pursuant to Section 34 (17) of the Planning Act, R.S.O. 1990, C.P. 13, as amended, in the event that minor revisions are necessary respecting the proposed amending Zoning By-law, further notice shall not be required.**

6. **That staff finalize the conditions of draft plan approval for Council's review and approval prior to the formal issuance of draft plan of subdivision approval.**

7. **That 2,394.4 persons equivalent of water supply and sanitary sewage treatment capacity is preliminarily assigned to Draft Plan of Subdivision 19T-14G02 upon draft plan approval.**

8. **That staff provide written notice of the next public meeting, a minimum of two weeks in advance of the date of said meeting, to the following:**

    i. **Any person or public body that has requested to be notified of any future public meeting(s); and,**

    ii. **Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the draft plan of subdivision and or the approval or refusal of a requested amendment or passing of a by-law.**

2. PURPOSE:

The purpose of this report is to present staff's review and recommendations on applications for Draft Plan of Subdivision approval and Zoning By-law Amendment approval, submitted by DG Group (formerly Metrus Development Inc.) for lands generally located north of Joe Dales Drive and east of The Queensway South in Keswick.

3. BACKGROUND:

APPLICANT:	Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. c/o DG Group
AGENT:	KLM Planning Partners Inc. c/o Keith MacKinnon
FILE NUMBERS:	01.139 (19T-14G02) – Subdivision Application 03.1078 – Zoning By-law Amendment Application
DESCRIPTION:	Part Lots 2, 3, 4, and 5 Concession 3 (NG) Roll Nos. 143-150, 142-90001, 142-85001, 142-775, and 142-677 (Refer to Attachment '1')

ORIGINAL DRAFT PLAN APPLICATION (MAY 30, 2014)

Applications for Plan of Subdivision and Zoning By-law Amendment were submitted by DG Group on July 27, 2014 to permit a residential subdivision and to change the current Rural (RU) zoning on the subject lands. A copy of the original proposed draft plan, dated May 30, 2014, for 931 units is included as Attachment '2'.

On September 10, 2014, a statutory Public Meeting was held respecting these applications, the minutes of which are included as Attachment '3'. Following this Public Meeting, staff had further discussions with the applicant and their consultant on a number of matters, including the issue of density and conformity with the Keswick Secondary Plan (KSP) policies thereon.

REVISED DRAFT PLAN #1 (NOVEMBER 28, 2014)

As a result of these discussions, a revised draft plan was submitted, which reduces the total number of units proposed from 931 to 862 units, a difference of 69 units (refer to Attachment '4'). The revised plan also changed the unit mix for single family dwellings, increased the size of the elementary school block, and reduced the total land for roads.

A second staff report (PB-2015-0016) was prepared and presented at a second Public Meeting which was held on March 11, 2015 respecting the revised draft plan, the minutes of which are included hereto as Attachment '5'. Council deferred further consideration of the applications pending further environmental analysis, as requested by the Lake Simcoe Conservation Authority (LSRCA).

REVISED DRAFT PLAN #2 (APRIL 2, 2015)

As a result of ongoing discussions and study, specifically pertaining to the draft plan's density calculations, which is discussed in greater detail in Section 5.1 of this report, a 2nd revised draft plan was submitted, dated April 2, 2015 (refer to Attachment '6'). The revised plan relocates the park (Block 827) and the temporary road (Block 837), both of which are situated to the north of Street '1', more to the east and outside of the Glenwoods Urban Centre designation in the Keswick Secondary Plan (KSP) (refer to Attachment '7'). The proposed number of units has remained at 862 units.

UNIT TYPE	ORIGINAL PLAN	REVISED PLAN #1	REVISED PLAN #2
18.3 m Single	0 units	41 units	No change
15.3 m Single	0 units	217 units	No Change
13.7 m Single	650 units +2.5 part lots	352 units+2.5 part lots	No Change
12.2 m Single	0 units	107 units	No Change
11.0 m Single	229 units +0.5 part lot	93 units +0.5 part lot	No Change
7.5 m Twnhs	49 units	49 units	No Change
Elementary School	2.279 ha	2.489 ha	No Change
Park	3.125 ha	3.125 ha	The 2.496 ha park (Block 827) moved easterly
Stormwater Facility	5.871 ha	5.871 ha	No Change
Channel	2.698 ha	2.698 ha	No Change
Buffers	0.143 ha	0.143 ha	No Change
Roads and widening	18.724 ha	18.611 ha	The Temporary Road (Block 837) moved to the east of the park, resulting in a slight increase in size from 0.455 ha to 0.571 ha.
Total Area	66.548 ha	66.548 ha	66.664 ha
Total Unit Count	928 + 3 part lots = 931	859 + 3 part lots = 862	859 + 3 part lots = 862

4. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

PUBLIC CIRCULATION:

Written notice advising of the submission of a revised draft plan (Revised Draft Plan #2) was circulated to all relevant agencies and internal departments on April 20, 2015. A notice of a third Pubic Meeting was circulated to all individuals on record as "Interested Parties" on August 31, 2015. The Notice was also posted on the Planning Division webpage on the Town of Georgina's website on September 2, 2015.

In addition to the letter submitted and presented by Mr. Anthony Usher at the second Public Meeting (refer to Attachment '8'), staff have received further correspondence from Mr. Usher dated May 13, 2015, which is included hereto as Attachment '9'.

As discussed by the applicant's agent and Mr. Usher at the Public Meeting on March 11, 2015, the park to the north of 'Street 1' (Block 827) was located within the Glenwoods Urban Centre land use designation, as indicated on Schedule F1: Land Use Plan to the KSP (refer to Attachment '10'). Lands that are within the Glenwoods Urban Centre designation cannot be used to calculate density for the

subject draft plan (pursuant to section 9.1.8.3 f (iv) of the KSP). Due to an oversight, the park (Block 827) had been included in the original density calculation. To address this, the applicant has submitted a revised draft plan dated April 2, 2015 (Revised Draft Plan #2), which moves the subject park along with the temporary road (Block 837) to the east, and outside the Glenwoods Urban Centre, as further discussed in Section 5.1 of this report.

In the May 13, 2015 email, Mr. Usher provided explanation to his calculation of the overall density of development within the draft plan that was discussed at the March 11, 2015 meeting (i.e: Revised Plan #1), indicating that the density of that plan did not meet the KSP policies for same.

With the changes to the draft plan culminating in Revised Plan #2, the applicant's agent has prepared two density models based on two different methods of calculation which outline and confirm the draft plan's density conformity with the KSP, as discussed further in Section 5.1 of this report. Although a copy of Revised Plan #2 was provided to Mr. Usher on May 13, 2015, to date we have received no further comment in reply to same.

As of the preparation of this report, no additional comments have been received from any member of the public, nor from any of the "Interested Parties" on record.

TOWN DEPARTMENT AND EXTERNAL AGENCY COMMENTS:

All of the external agencies and internal Town departments were circulated the original and Revised Draft Plans #1 and #2. All comments received from internal Town departments and external agencies were discussed within Report PB-2015-0016 which was considered by Council on March 11, 2015.

The revisions in the Revised Draft Plan #2 were minor in nature (being the relocation of the park) and as such, no modifications to the original comment/concerns were received. The following are comments received from internal Town departments and external agencies that had outstanding issues and/or concerns that needed to be addressed.

Operations and Engineering Department:

- No objection, subject to conditions of draft plan approval (refer to Attachment '11').

Recreation and Culture Department:

- No objection, subject to conditions of draft plan approval (refer to Attachment '12').

Lake Simcoe Region Conservation Authority (LSRCA):

- No objection, subject to conditions of draft plan approval (refer to Attachment '13').

5. ANALYSIS:

Several matters relating to the review of the draft plan which required further discussion and study were outlined in staff Report PB-2015-0016. Staff are satisfied that these matters have been appropriately addressed, or will be addressed as a condition of draft plan approval, as discussed below.

5.1 DENSITY:

The density policies for the South Keswick Development Area (SKDA), as set out in the KSP, permit a maximum average density of 14.5 units per gross residential hectare ("upgrh"), which can be increased to 16.6 upgrh with the incorporation of medium density forms of housing. However, the low density housing forms are to maintain a maximum density of 14.5 upgrh. As the proposed plan incorporates medium density development in the form of townhouse dwellings, the permitted maximum average density is 16.6 upgrh, but the low density component must still comply with the 14.5 upgrh maximum density for the low density housing forms.

As discussed by the applicant's agent at the March 11, 2015 public meeting (dealing with Revised Draft Plan #1), the north-westerly portion of the draft plan lies within the Glenwoods Urban Centre (specifically the park (Block 827) and temporary road (Block 837) which are situated to the north of Street '1').

Pursuant to Section 9.1.8.3 f (iv) of the KSP, land within the SKDA which is also subject to the Glenwoods Urban Centre designation can only be used for density calculations for development within the Glenwoods Urban Centre. In the original density calculations for the draft plan, the park and temporary road were incorrectly included. To correct this oversight, a 2nd revised draft plan was submitted which moved the park and temporary road to the east and outside of the Glenwoods Urban Centre in order to allow it to be included in the density calculations for the subject draft plan.

In performing the density calculations for the revised plan, the applicant's agent has submitted two revised density calculations which are included herein as Attachment '14'. One is the more simplistic form of calculation and applies the number of units as a percentage over the gross residential area. The second is a more detailed form of calculation and applies the density calculation using actual measured road frontages for the various land uses.

As staff have utilized the more simplistic calculation method historically, we will utilize same for the purpose of this exercise and determining conformity of the proposed subdivision plan with the density provisions as contained within the Secondary Plan. In this regard, while the total site area for Revised Plan #2 is

66.664 hectares, the total gross residential land is only 58.035 hectares[1]. Through the calculation of 862 units over 58.035 hectares of gross residential land, the average overall density is 14.8 upgrh; thus 1.8 upgrh less than the 16.6 upgrh permitted.

In order to determine compliance with the maximum density for the low density housing forms (i.e. conformity with the 14.5 upgrh policy), we can calculate the unit count attributed to low density housing forms vs medium density housing forms on a simple percentage basis. On this basis, of the 862 total units, 813 of same are single family dwellings; thus 94.3% of the total unit count and 94.3% of the total gross residential land acreage is attributed to low density housing forms. Thus, with 5.7% of the total unit count being townhouse dwelling units, then 5.7% of the total acreage is attributed to medium density housing forms.

By applying the 94.3% calculation to the total gross residential land area of 58.035 ha, the total "gross residential land" for the low density component of the development is 54.727 ha. Based on the proposed 813 units of low density single family detached homes, the resulting density of 813 units over 54.727 ha is also approximately 14.8 upgrh, thus is slightly greater than the maximum for low density forms of 14.5 upgrh.

Pursuant to Section 9.1.8.2 of the Keswick Secondary Plan, the figures and quantities noted within the Plan are considered as approximate and an amendment to the Secondary Plan is not required for a minor deviation from any of the figures and quantities noted. In this regard, the flexibility provisions of the Secondary Plan would allow for the slight deviation from the maximum density for low density housing forms (i.e. 14.8 upgrh vs. 14.5 upgrh) without the need for an Official Plan Amendment.

Notwithstanding the above, in applying the second more detailed form of calculation by using actual measured road frontages for the various land uses, the applicant's agent has determined that the low density component (i.e. 813 units of the total 862) results in a density calculation of 14.5 upgrh, thus indicating compliance with the 14.5 upgrh density policy of the Secondary Plan for the low density component. Furthermore, the calculated density for the overall development equates to 14.8 upgrh, thus also indicating compliance with the overall density policy of the Secondary Plan at 16.6 upgrh.

Staff are satisfied that the density calculations for Revised Draft Plan #2 meet the density policies of the Keswick Secondary Plan.

With respect to the overall density within the SKDA, including the existing developed phases (i.e. Phase 1 to 8, and the Oxford / 739034 Ontario Inc. lands),

[1] Total Area = 66.664 ha; minus 5.871 ha (SWM ponds; Blks 828, 829 and 830); minus 2.698 ha (SWM channel; Blk 831); minus 0.06 ha (half of roads adjoining Oxford plan) = 58.035 ha Gross Residential Land

as well as the remaining undeveloped phases, the applicant's agent has provided an updated density calculation indicating compliance with the overall density provisions of the Secondary Plan at 16.57 upgrh (refer to Attachment '15'). Based on the information provided, it is proposed that the remaining undeveloped residential lands will also be developed with a mix of single detached and townhouse dwelling units. With an estimated unit yield of 1,877 units, the density for this area will be approximately 16.24 upgrh, which would comply with the density provisions for the SKDA. Staff will review any future development applications to ensure compliance with the density provisions of the Secondary Plan is maintained.

5.2 ENVIRONMENT:

There are a number of natural features located within the draft plan including two centrally located ponds and two mapped watercourses at the perimeter of the property. As discussed at the previous Public Meeting on March 11, 2015 and in Section 5.7 of Report PB-2015-0016, the applicant was required to submit updated hydrology modelling to support and confirm that the development of the draft plan will not result in downstream flooding and to address other matters pertaining to the protection of the watercourses on the lands. The LSRCA is now satisfied that all of their previous comments and concerns have been addressed, or will be addressed through conditions of draft plan approval.

The Operations and Engineering Parks and Facilities Division has reviewed the applicant's Tree Inventory Report and are satisfied with same. A requirement for a Tree Planting Plan and Master Landscaping Plan will be imposed through a condition of draft plan approval.

5.3 SERVICING ALLOCATION

As discussed in Report PB-2015-0016, staff had previously determined that due to capacity restrictions of the Keswick Water Pollution Control Plant (WPCP), only 488 of the requested 862 units could receive servicing allocation and final approval for registration. This would leave a balance of 374 units which would be subject to a No Pre-Sales Agreement, as requested by York Region. These units would also be subject to a Holding (H) provision in the amending Zoning By-law which would only be lifted once servicing allocation was available and granted by Council.

Staff are now in receipt of correspondence from York Region's Infrastructure Asset Management Department, dated July 27, 2015, confirming the release of another 4,000 person's equivalent (p.e.) of capacity for the Keswick WPCP, which increases the capacity from 41,000 to 45,000 persons. The plant has a full capacity of 49,000 persons and staff anticipate the release of the remaining 4,000 persons once further testing is complete in 2016 (refer to Attachment '16').

As Council is aware, and as discussed in Section 5.1 of Report PB-2015-0016, the Town has utilized a Keswick Servicing Allocation Assignment Program (KSAAP) in the past to address the assignment of municipal servicing for developments serviced by the Keswick WPCP. Staff will be bringing a report back to Council in the Fall which will be recommending that the previous KSAAP be discontinued due to the additional capacity that has been released and is anticipated to be released in the future.

DG Group Phase 9 is currently one of only two applications for Plan of Subdivision that the Planning Division is in receipt of that requires servicing allocation from the newly released capacity (the other being 2111250 Ontario Inc., c/o A & T Homes[2]). All of the other ongoing applications for Plan of Subdivision in Keswick have already been preliminarily assigned allocation from the 2012 KSAAP or had received servicing prior to the program.

In consideration of the above, staff are recommending that Council preliminarily approve the assignment of servicing allocation for the full 862 units for the subject draft plan (i.e. 2,394.4 p.e.) rather than the 488 as previously discussed. Staff are satisfied that assigning servicing to this development will not impede the development of any other ongoing or future applications, and will still result in 2,961 p.e. of servicing allocation remaining available from the newly released capacity, along with an additional 4,000 p.e. with the next/final release to the full capacity of 49,000 persons.

5.4 PARKLAND DEDICATION:

The applicant has submitted an updated parkland dedication calculation for the South Keswick Development Area Plan, as requested by the Recreation and Culture Department (refer to Attachment '17). The calculation shows that there is an overall over-dedication of parkland for the SKDA, including an over-dedication of 0.25 ha for Phase 9 specifically. The Recreation and Culture Department has indicated that they are satisfied that the parkland dedication for the subject draft plan and SKDA is sufficient and meets the requirements of the Town's parkland dedication By-law No. 2001-0020 (PUT-1).

5.5 ON STREET PARKING AND PEDESTRIAN CIRCULATION

[2] Applications for a proposed draft plan of subdivision and amendments to the Town of Georgina Official Plan and Zoning By-law No. 500 (which were deemed complete pursuant to the Planning Act on July 15, 2015) by 2111250 ONTARIO INC. (c/o A & T HOMES) to facilitate the creation of 13 residential building lots in Crescent Beach have been received by the Planning Division. The applicant is proposing to create 6 building lots with frontage on the south side of Lake Drive East, east of Trivetts Road; and, 7 building lots with frontage on the east side of Trivetts Road. Staff will be bringing a report on these applications to Council in the near future. Should the applications be approved, municipal servicing totalling 36.14 p.e. (13 single family dwellings @ 2.78 persons per unit) for these lands would be provided from the Keswick WPCP.

As discussed at the March 11, 2015 Public Meeting, it was preferred that sidewalks not be located in front of townhouse developments in the Simcoe Landing community. As a result, the Operations and Engineering Department had requested that the On Street Parking and Pedestrian Circulation Plan be revised to remove the sidewalks from the west side of Block 120 and Block 172 (being townhouse blocks) to avoid parking issues that have been experienced in previous Simcoe Landing subdivisions. The revised plan now includes westerly connections of the sidewalks within the draft plan to the future sidewalk on the east side of The Queensway South (refer to Attachment '18'). Operations and Engineering staff have indicated that they are satisfied with the revised plan.

Due to the small scale of the Plan, staff will provide full-sized copies of the plan to Council at the Public Meeting. These will also be available for viewing at the Planning Division during regular business hours.

6. FINANCIAL/BUDGETARY IMPACT:

There are no financial or budgetary impacts on the Town stemming from this report.

7. CONCLUSION:

The proposed Draft Plan of Subdivision and Zoning By-law amendment application complies with Provincial, Regional and Town land use planning policies, is appropriate for the subject lands, and represents good land use planning.

In consideration of the above, staff recommend that Council approve the applications for Draft Plan of Subdivision and Zoning By-law amendment, and adopt the recommendations as outlined in Section 1 herein.

Prepared by:

Maryann Hunt, M.Sc.Pl
Planner

Reviewed by:

Velvet L. Ross, MCIP, RPP
Manager of Planning

Recommended by:

Harold W. Lenters, M.Sc.Pl, MCIP, RPP
Director of Planning and Building

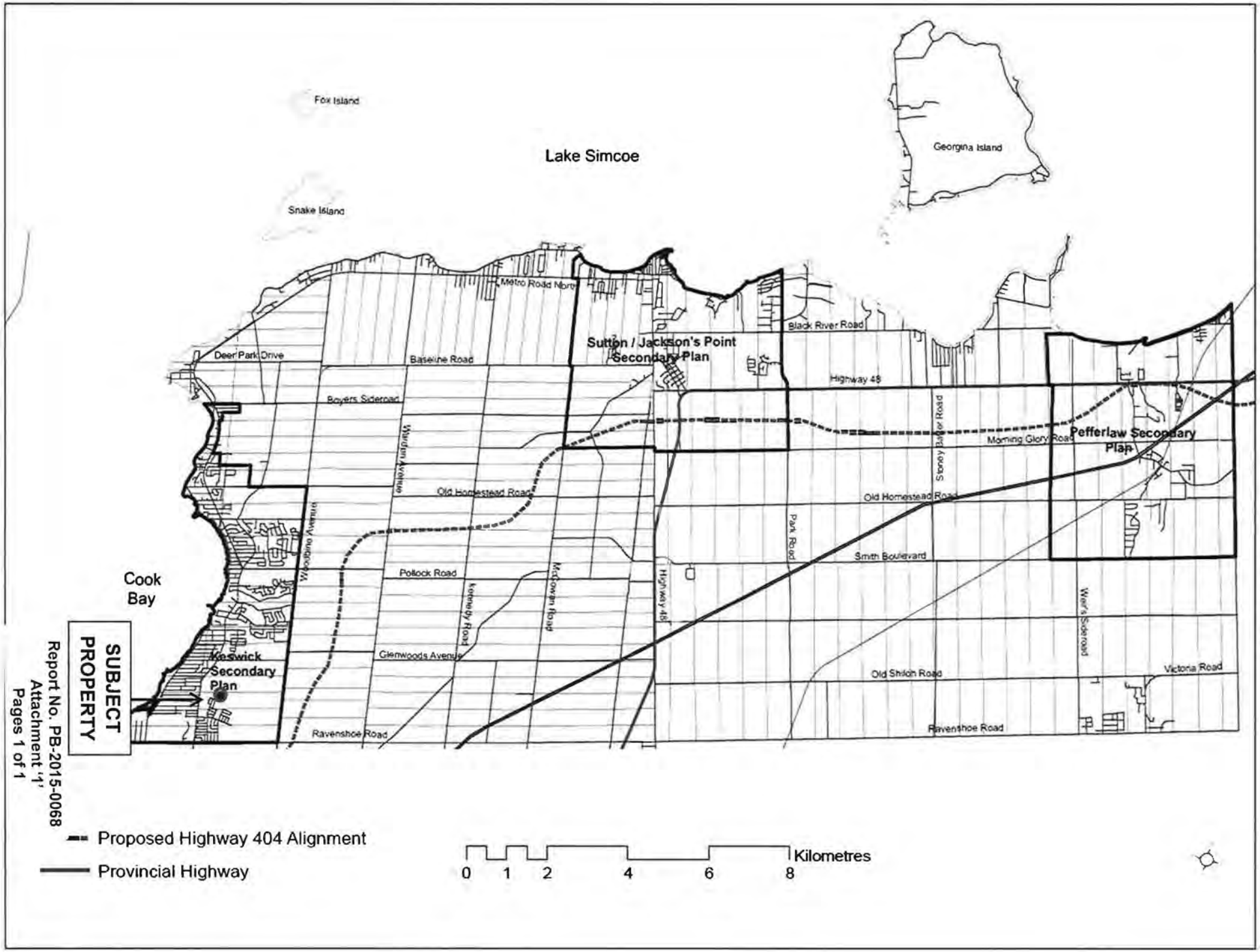
Approved by:

Winanne Grant, B.A. AMCT, CEMC
Chief Administrative Officer

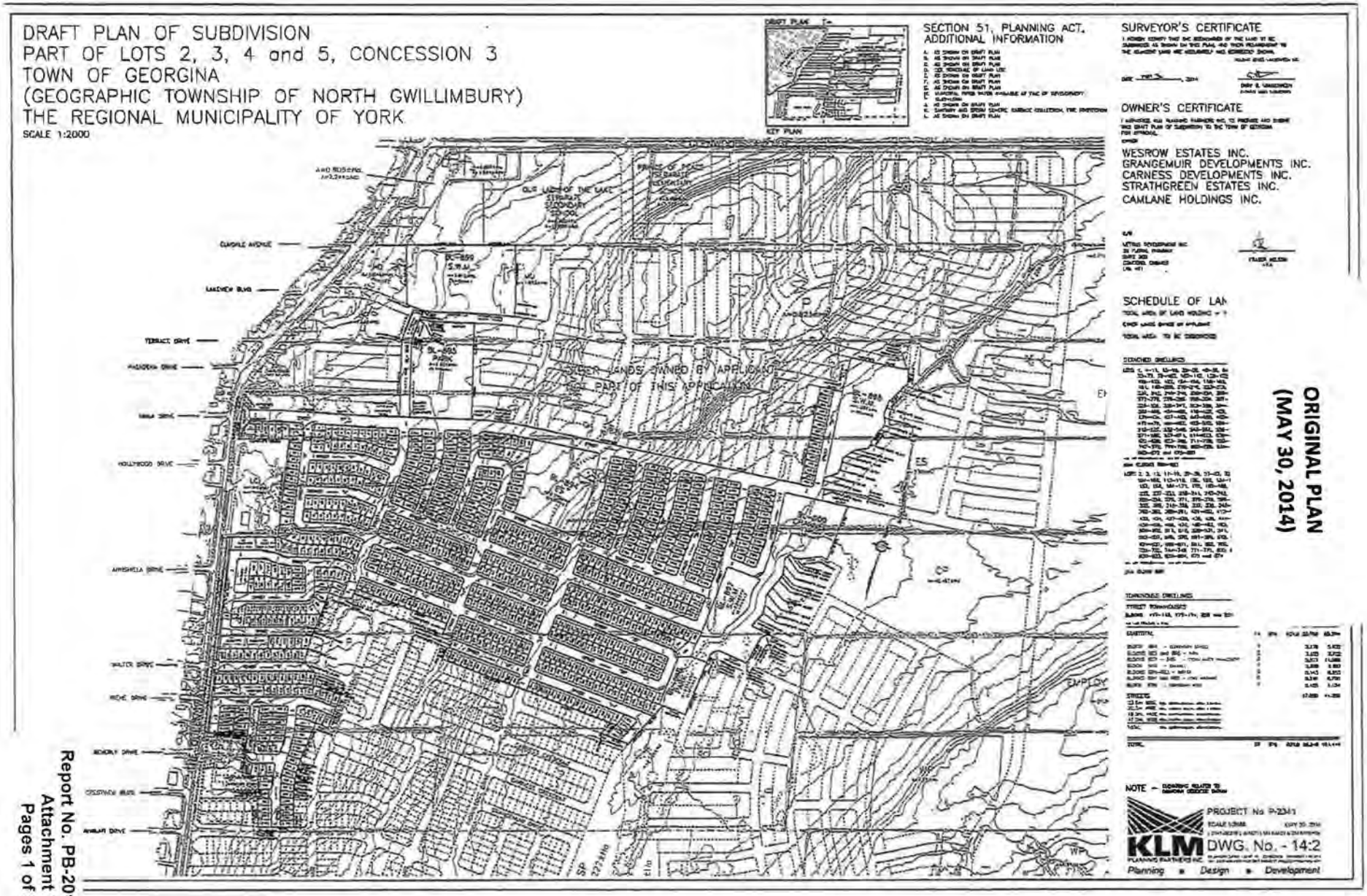
1 September, 2015

Attachment 1	*Context Map*
Attachment 2	*Original Draft Plan (May 2014)*
Attachment 3	*Minutes of Council (September 10, 2014)*
Attachment 4	*Revised Draft Plan #1 (November 2014)*
Attachment 5	*Minutes of Council (March 11, 2015)*
Attachment 6	*Revised Draft Plan #2 (April 2015)*
Attachment 7	*Park Relocation Plan*
Attachment 8	*Comment from Anthony Usher (March 11, 2015)*
Attachment 9	*Comment from Anthony Usher (May 13, 2015)*
Attachment 10	*Keswick Land Use Plan*
Attachment 11	*Comment Operations and Engineering Department*
Attachment 12	*Comment Parks and Recreation Department*
Attachment 13	*Comment LSRCA*
Attachment 14	*Updated Density Calculations for DG Group Phase 9*
Attachment 15	*Updated Density Calculations for SKDA*
Attachment 16	*York Region correspondence re: servicing allocation*
Attachment 17	*Updated Parkland Dedication Calculations for SKDA*
Attachment 18	*On Street Parking and Pedestrian Circulation Plan*

CONTEXT MAP

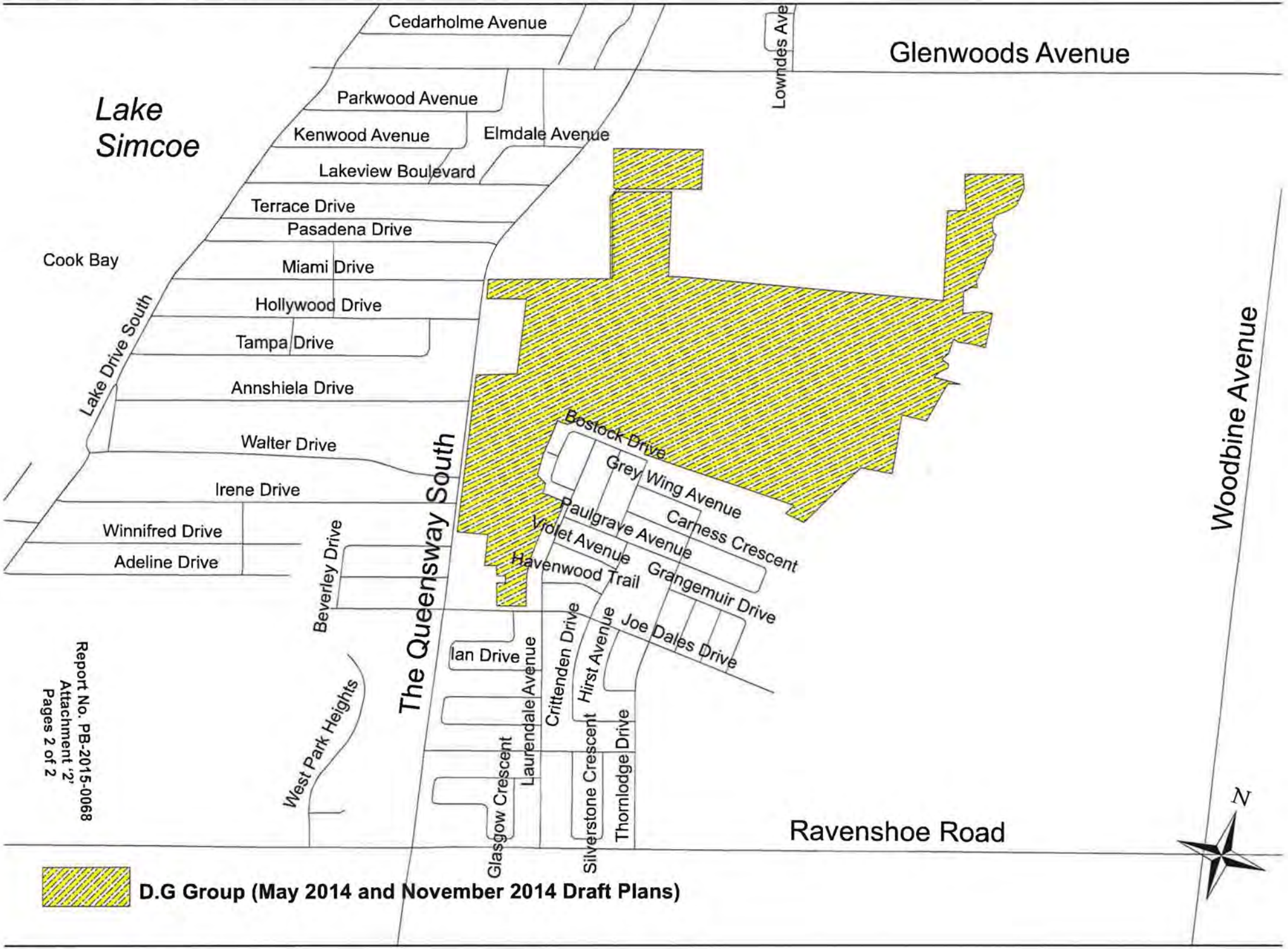


Report No. PB-2015-0068
Attachment '1'
Pages 1 of 1



Report No. PB-2015-0068
Attachment '2'
Pages 1 of 2

DG GROUP PHASE 9 KEY MAP



Report No. PB-2015-0068
Attachment '2'
Pages 2 of 2

a. STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS cont'd

(ii) Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the draft plan of subdivision and or the approval or refusal of the requested amendment or passing of a by-law.

Carried.

(8:15 p.m.)

(ii) Applications for Draft Plan of Subdivision Approval and to Amend Zoning By-law 500
GRANGEMUIR Developments, WESROW Estates Inc., CAMLANE Holdings Inc., CARNESS Developments Inc., and STRATHGREEN Estates Inc. (c/o Metrus Development Inc.)
Part of Lots 2, 3, 4 and 5, Concession 3 (NG)
AGENT: KLM Planning Partners Inc., c/o Keith MacKinnon

Report No. PB-2014-0063

Mayor Grossi explained the procedure for a public meeting at this time.

Keith MacKinnon, agent, addressed Council as follows;
•largest draft plan in Simcoe Landing community;
•931 total units to be constructed in phases;
•town-house dwellings to be adjacent to the Queensway;
•new elementary school is planned on the south side of the extension of Landing Drive and a park on the north side, with a second park at the easterly limit;
•three storm water management ponds;
•east-west grid with north-south collector roads;
•nearing final completion of Phase 7;
•density; when development stands alone, it has 16.1 units per gross residential hectare and when combined with the abutting parcel, the density increases to 16.2 units per gross residential hectare, still below the permitted maximum of 16.6 units per gross residential hectare;
•approximately 150 units per phase;
•application meets density requirement in the Keswick Secondary Plan and represents good land use planning;
•Metrus is a management company, not an owner. The ownership group related to Maple Lake Estates is different that the ownership group subject to this application;
•proposed land swap identified in Mr. Usher`s correspondence is not satisfactory to his client.

Harold Lenters addressed Council as follows;
•density issue not a major concern in this phase; require clarification respecting low density product. 80% single family dwellings and the balance to be townhouse units;

a. STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS cont'd

•Environmental Impact Study still under review as well with this application; Lake Simcoe Region Conservation Authority will comment on south-west treed area;
•Keswick Secondary Plan does contain compensation policy when trees are removed, municipality will be compensated in either replacement trees or financially to help maintain tree cover and support environmental causes;
•a lot of aspects are still under review by internal departments and agencies;
•must review this phase in totality to determine density; density in each hectare does not need to meet requirements, it can be spread it out over a larger area;
•staff want to see a blending of different units;

Tony Usher, Planning Consultants for the North Gwillimbury Forest Alliance, addressed Council as follows;
•applications are premature and not in the public interest at this time;
•in his opinion, proposed density is 16.9 units per hectare, whereas the permitted density is 14.8. Believes there has been misinterpretation of the policy in the Keswick Secondary Plan;
•because of the size of this application, it is a turning point in terms of Metrus`s ability to conform to the plan;
•confidential negotiations about Maple Lake approvals for land exchange is under way;
•applications occupy 36% of Metrus`s remaining undeveloped land for low density residential development in south Keswick. No account taken regarding the potential relocation/swap of lands; submitted applications could restrain the current land swap negotiations;
•Maple Lake Estates issue is part of the Official Plan review;
•sooner or later, he believes Metrus will attempt to proceed under the existing approvals for Maple Lake Estates, or obtain new approvals, or obtain approval of the land swap and require changes to the new site;
•premature to relocate Maple Lake Estates population to south Keswick and not subject to significant environmental restraints;
•requested Council not to approve these applications at this time.

Moved by Councillor Smockum, Seconded by Councillor Hackenbrook

RESOLUTION NO. C-2014-0533

1. That Council receive Report PB-2014-0063 prepared by the Planning Division dated June 25, 2014 respecting applications for Draft Plan of Subdivision approval and to amend Zoning By-law 500 submitted by Metrus Development Inc. for lands described as Part Lots 2, 3, 4 and 5 Concession 3 (NG).

2. That staff report further to Council following the receipt and assessment of public, internal departments and external comments and staff's evaluation of the applications and any matters raised at the statutory public meeting.

a. STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS cont'd

3. That staff provide written notice of the next public meeting, a minimum of two weeks in advance of the date of said meeting, to the following:

(i) Any person or public body that has requested to be notified of any future public meeting (s); and,

(ii) Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the draft plan of subdivision and or the approval or refusal of a requested amendment or passing of a by-law.

Carried.

b. STATUTORY MEETING(S) UNDER OTHER LEGISLATION *None.*

c. OTHER PUBLIC MEETINGS *None.*

10. DELEGATIONS/SPEAKERS/PETITIONS *None.*

11. PRESENTATIONS *None.*

12. RESOLUTION TO MOVE INTO COUNCIL IN COMMITTEE

Moved by Regional Councillor Wheeler, Seconded by Councillor Davison

That Council move into Council in Committee at this time.

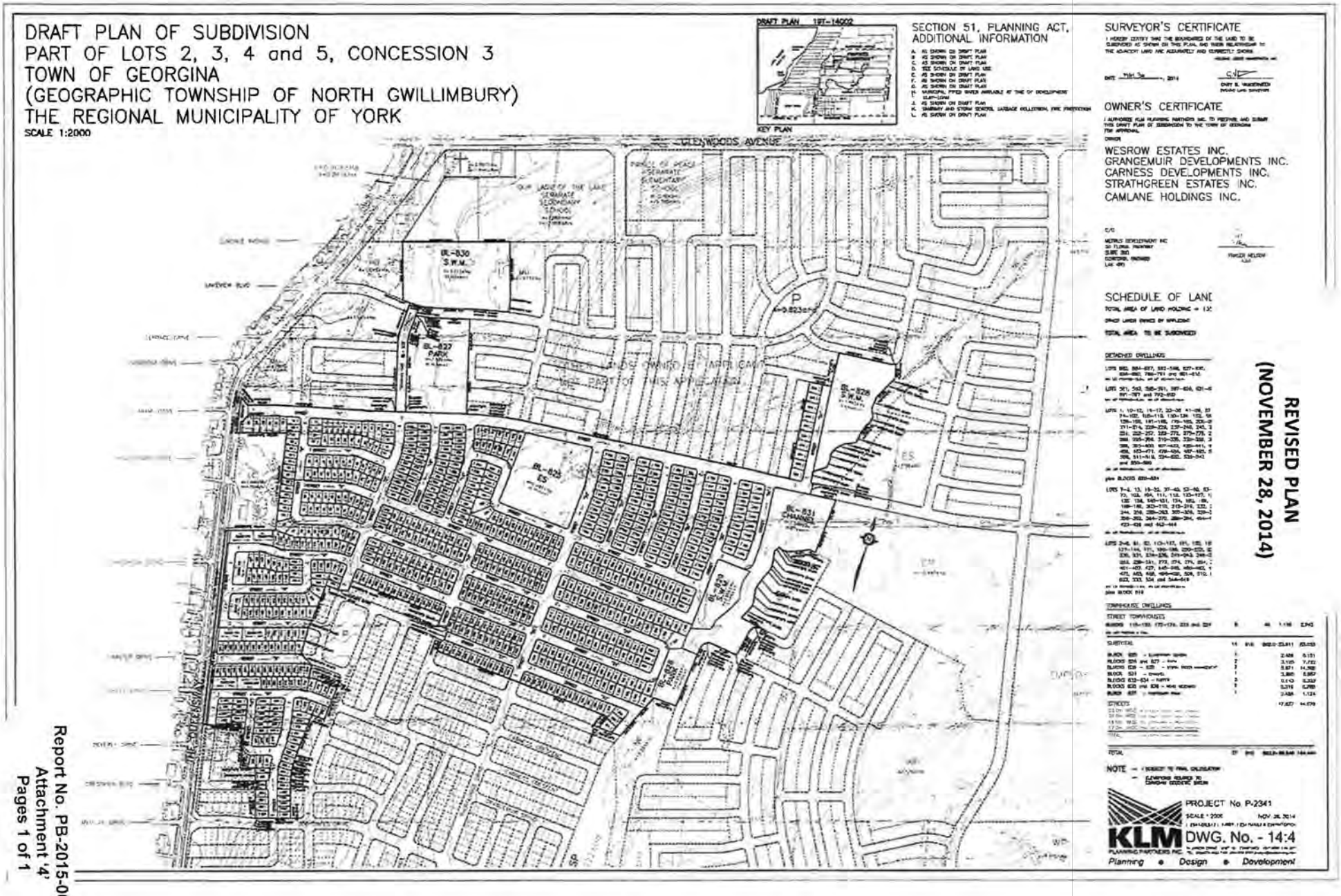
Carried.

12.1 ADOPTION OF REPORTS ON CONSENT AGENDA NOT REQUIRING SEPARATE DISCUSSION

Moved by Councillor Smockum, Seconded by Councillor Davison

12.2.1.1 Development Agreement – Briarwood Developments Ltd.
Draft Plan of Subdivision No. 19T-05G06
Draft Plan of Condominium No. 19CDM-05G07
Part of Lot 18, Concession 9 (NG)
Courting House Place, Sutton

Report No. OED-2014-0035



REVISED PLAN
(NOVEMBER 28, 2014)

Report No. PB-2015-0068
Attachment '4'
Pages 1 of 1

12 PUBLIC MEETINGS cont'd

6. That following the issuance of the Clerk's Declaration or receipt of an Ontario Municipal Board decision on the by-law to adopt the Official Plan Amendment, Staff finalize the conditions of draft plan approval for Council's review and approval prior to the formal issuance of draft plan of subdivision approval.

7. That the Operations and Engineering Department review and report back to Council on the need to extend the special on-street parking permissions previously granted to Phases 1 – 7 of the South Keswick / Simcoe Landing community, as approved through By-law 2011-0131 (TR-1), to additional areas of the community.

Carried.

ii) Applications for Draft Plan of Subdivision Approval and to Amend Zoning By-law 500,
Grangemuir Developments Inc.; Wesrow Estates Inc., Camlane Holdings Inc., Carness Developments Inc., Strathgreen Estates Inc (c/o Metrus Development Inc.) (Metrus Phase 9)
Part Lots 2,3,4 and 5, Concession 3 (NG)
AGENT: KLM Planning Partners Inc. c/o Keith MacKinnon

Report No. PB-2015-0016

Mayor Quirk identified the purpose of the meeting, the lands affected and meeting outline.

Mr. Keith MacKinnon, Agent for the Applicant, addressed Council as follows:
- original application within Simcoe Landing, largest on behalf of Metrus
- 931 units, 650.5. singles, 229 semi, 75 townhouse units;
- Design 2 - Full lots – 18 units for 13.7 m single detached, 7; 7 units for 11.0 m single detached; 12 units for 13.7 m semi-detached;
- Part Lots – 2.5 units for 13.7 single detached; 0.5 units for 11.0 m single detached; 0 units for 13.7 m semi-detached
- Total units = 40 units = 20.5 units for 13.7 m single detached, 7.5 units for 11.0 m single detached, 12 units for 13.7 m semi-detached;
- Design 5 - - Full lots – 18 units for 15.3 m single detached; 2 units for 13.7 m single detached; 12 units for 15.0 m semi-detached;
- Part Lots – 3 units for 13.7 m single detached; 0 units for 150 m semi-detached
- Total units = 35 units = 18 units for 15.3 m single detached, 5 units for 13.7 m single detached, 12 units for 15.0 m semi-detached;
- changes resulting in decrease of units from 931 to 862 units;
- Proposed: 41 units of 18.3 m; 217 units of 15.3m semis; 354 Semis; 107 units of 12.1m singles, 93 singles and 49 units;
- Application has reduced density numbers; Oxford Homes and Metrus density numbers rolled in together for the entire area;

12. PUBLIC MEETINGS cont'd

- Amendments apply to low and medium densities;
- Density – Keswick Secondary Plan sets out a maximum density of 14.5 units per gross residential hectare and 16.6 units per gross residential hectare when medium density residential uses are included;
- Draft Plan of Subdivision proposed density is 14.9 units per gross residential hectare which meets the density target;
- proposed Draft Plan of Subdivision provides for a total of 862 units which will consist of municipal phases over time;
- The proposed Draft Plan of Subdivision meets the density target as set out in the Keswick Secondary Plan;
- The proposes Draft Plan of Subdivision represents another phase of the continued development of the Simcoe Landing community as identified in the Keswick Secondary Plan and represents good land use planning

Mr. Friedman, agent, addressed Council as follows;

- Follow up to September 10, 2014 public meeting;
- Significant features, two larger single family lot types;
- larger lots to reduce density;
- large plan is under review through Town departments and agencies;
- Conservation Authority requested that approval be deferred until further engineering reports are submitted and reviewed by the Conservation Authority;
- Developer is working with the Conservation Authority and Town to provide the necessary reports;
- Development area proximity appears to be attractive for the new Hwy 404 to service
- lower density presented, in compliance with density number required by secondary plan;
- Report includes comments by Mr. Usher;
- Staff assessing density, park site, Glenwoods Centre;
- Final density cannot be confirmed at this time;
- projected 41,000 persons for capacity for servicing; additional allocation will be dealt with in the second quarter of this year; registration of 374 units would need to be held back due to an allocation issue;
- York Region is requesting holding zone, terms to be included for capacity and no pre-sale agreements of 374 units until capacity confirmed,
- Lot new sizes; R1-9 requires 3 parking spaces per units; 4 parking spaces will be required, not a problem for development
- 6 part lots pushed together can not be developed independently, under Holding zone;
- some title restrictions that prevent separation in future
- Low number of townhouses on plan, no parking problems anticipated;

12. PUBLIC MEETINGS cont'd

- The proximity of two part lots to storm water ponds is under review; final location and configuration not confirmed yet, tree inventory report regarding removal, compensation and replacement, urban design and architectural guidelines, noise impact under review
- Public report; previously received correspondence from Anthony Usher in September 2014 and subsequent letter on agenda;
- Maple Lake Estates and North Gwillimbury Forest concerns identified within the report; statutory public meeting held on Sept 30;
- attachment 16, page 151, Metrus no ownership of properties, separate ownership and no opportunity;
- conforms to Official Plan policies

Tony Usher, Planning Consultant for the North Gwillimbury Forest Alliance, addressed Council as follows;
•appeared at the first public meeting to advise that the Alliance has one major concern about the Metrus Phase 9 applications, that they are premature and not in the public interest at this time.

- summarized his previous submissions; believes an Official Plan amendment is required
- confidential negotiations concerning Maple Lake Estates development approvals exchange remain and have been on hold for a few months. Only two candidate sites for Metrus to receive equivalent development approvals, the better of which is the Metrus-affiliate lands in South Keswick. The other site is owned by Maple Lake, also a Metrus affiliate, between Deer Park Road and Boyer's Sideroad in the Greenbelt Protected Countryside.
- The applications before Council occupy 36% of Metrus's remaining undeveloped land for low-density residential development. The applications do not take into account a development approvals exchange and approval of Phase 9 would make this significantly more difficult to accomplish the exchange. New approvals will be necessary including Provincial and Regional approvals for the Deer Park/Boyers site. And in the meantime, the development originally intended to occupy the Maple Lake site remains part of the Town's growth obligations.
- It would be premature for the Town to further foreclose options to relocate the Maple Lake population to South Keswick.
- Phase 9 lands are owned by five separate companies, not be Metrus Development Inc, but the five companies have identical boards, with a common president who is the president of Metrus. Two other common directors of the five companies also sit on the Maple Lake Board.
- The five companies are listed - as "c/o Metrus Development Inc." The person authorizing KLM to submit the draft plan is Fraser Nelson, who signs as "Authorized Signing Officer". Mr. Nelson, who just retired after a distinguished career with Metrus, is not, and was not before he retired, a director or officer of any of the five companies, nor of Metrus. However, he is a director and

12. PUBLIC MEETINGS cont'd

the authorized signing officer of Maple Lake. The report indicates that staff look at permitted densities in terms of the entire block owned by Metrus affiliates, not separately by company. And staff are concerned that Oxford and Metrus are proposing a few lots that straddle existing ownership boundaries. Staff have never expressed concern about the far greater number of lots Metrus is proposing, that straddle existing ownership boundaries between the five companies;
- judge Mr. Bronskill's letter in the context of these facts; that as a "practical matter", for planning purposes Metrus and its affiliates operate, and are treated, as a single entity. Therefore, he requested Council not to approve these applications until all issues of prematurity have been dealt with satisfactorily, and until the pros and cons of both relocation candidate sites have been fully considered by staff, the public and Council.

Mayor Quirk asked if there was anyone in attendance who wished to speak to this report; none.

Harold Lenters, Director of Planning and Building, addressed Council as follows;
- Difficult argument, inappropriate to delay or deny, as there are other lands to protect.
Moved by Regional Councillor Wheeler, Seconded by Councillor Fellini

RESOLUTION NO. C-2015-0218

1. That Council receive Report PB-2015-0016 prepared by HBR Planning Centre Inc. and submitted by the Planning Division, dated March 11, 2015, respecting applications for Draft Plan of Subdivision Approval and Zoning By-law 500 Amendment Approval, submitted by Metrus Development Inc. for lands described as Part Lots 2, 3, 4 and 5, Concession 3 (NG).

2. That Staff continue to work with the Applicants to refine the Plan to the satisfaction of all agencies and the Town, and report further to Council following the receipt and assessment of all public and agency comments, and the information provided by the Applicant to address the concerns, matters and issues identified in Report PB-2015-0016 and raised at the Public Meeting.

Carried.

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b. STATUTORY MEETING(S) UNDER OTHER LEGISLATION *None.*

DRAFT PLAN OF SUBDIVISION
PART OF LOTS 2, 3, 4 and 5, CONCESSION 3
TOWN OF GEORGINA
(GEOGRAPHIC TOWNSHIP OF NORTH GWILLIMBURY)
THE REGIONAL MUNICIPALITY OF YORK
SCALE 1:2000

SECTION 51, PLANNING ACT, ADDITIONAL INFORMATION

SURVEYOR'S CERTIFICATE

OWNER'S CERTIFICATE

WESROW ESTATES INC.
GRANGEMUIR DEVELOPMENTS INC.
CARNESS DEVELOPMENTS INC.
STRATHGREEN ESTATES INC.
CAMLANE HOLDINGS INC.

SCHEDULE OF LAND USE

NOTE

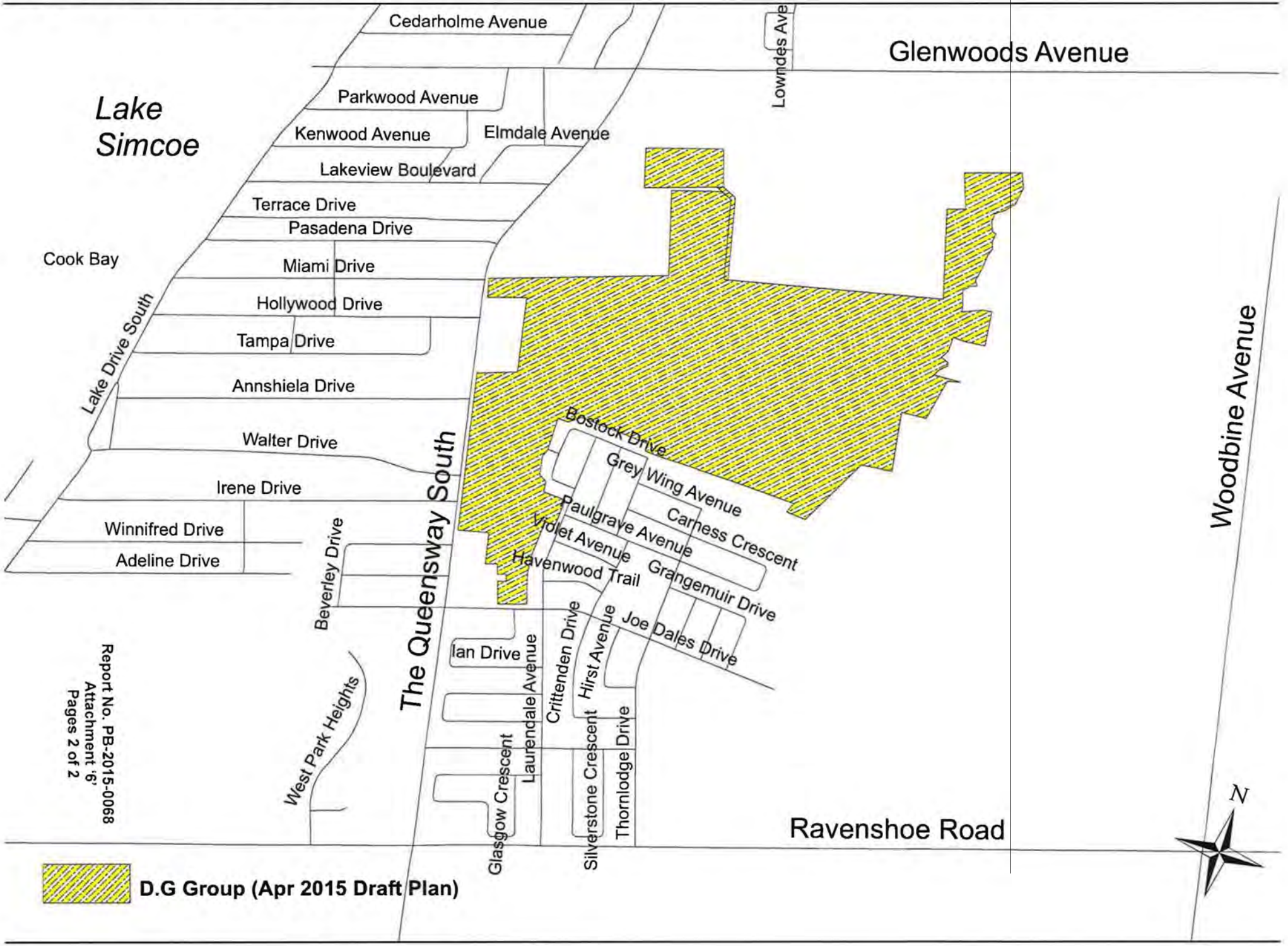
PROJECT No. P-2341
DWG. No. - 15:5

KLM PLANNING PARTNERS INC.
Planning • Design • Development

REVISED PLAN
(APRIL 2, 2015)

Report No. PB-2015-0068
Attachment '6'
Pages 1 of 2

DG GROUP PHASE 9 KEY MAP



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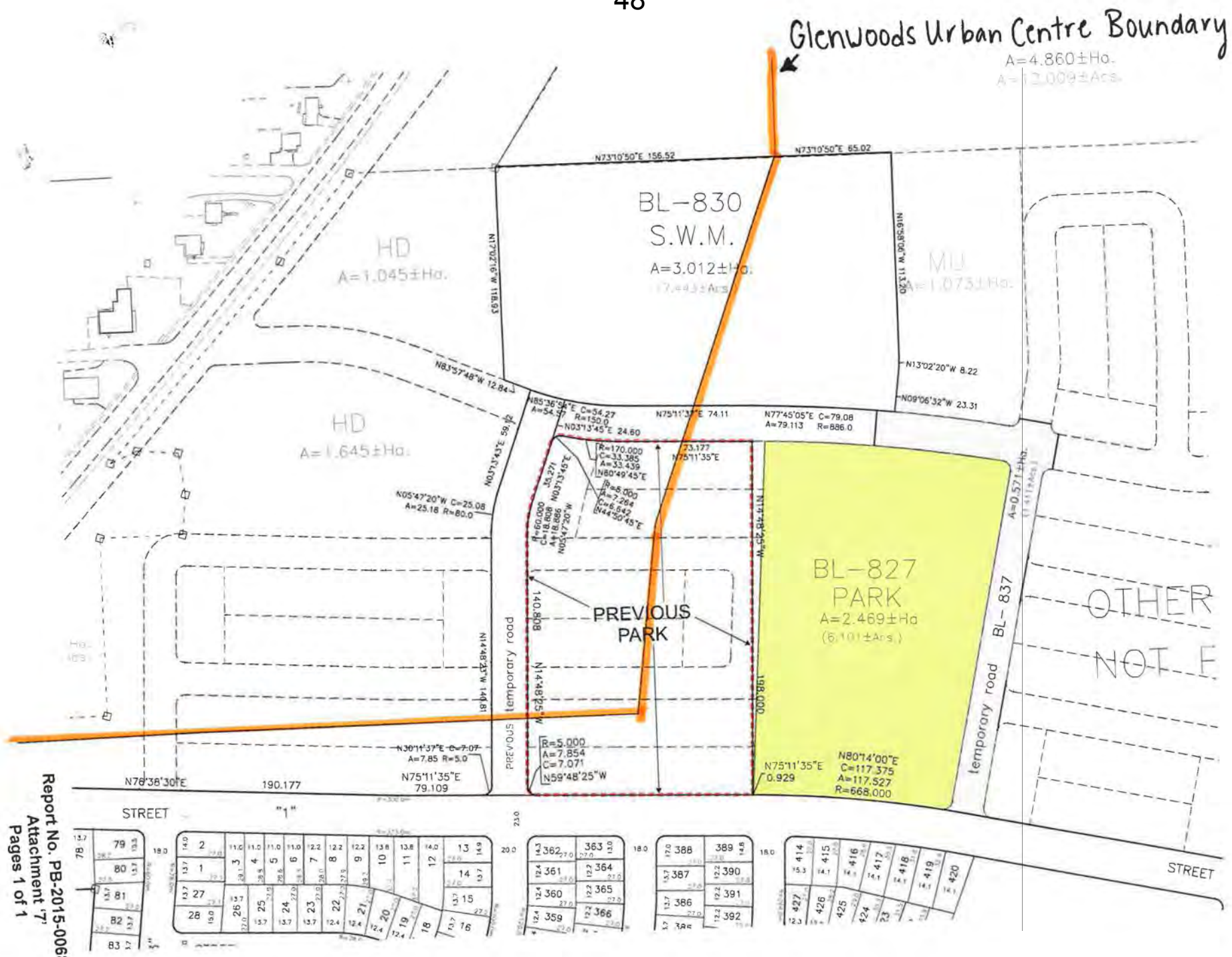


Report No. PB-2015-0068
Attachment '7'
Pages 1 of 1

Anthony Usher Planning Consultant
146 Laird Drive, Suite 105, Toronto, Ontario M4G 3V7
(416) 425-5964
auplan@bellnet.ca

Presentation to Georgina Council - Statutory Public Meeting - Metrus Phase 9
March 11, 2015
Tony Usher

Thank you, Mayor Quirk and Council. I am Tony Usher, the planning consultant for the North Gwillimbury Forest Alliance.

I appeared at the first public meeting, to advise Council that the Alliance and I have one major concern about the Metrus Phase 9 applications - they are premature and not in the public interest at this time. My submissions from September and last week are both in your agenda, at page 215, so I'll summarize very briefly.

First, staff and I still differ about the density of the proposed subdivision. In my opinion an OP amendment is still required. Assuming you accept staff's recommendation to further review the applications, that gives me an opportunity to sort this out directly with staff, rather than take up your time on this point.

However, the OPA requirement is more of a technical issue. The heart of the Alliance's and my concerns relates to Metrus's Maple Lake Estates.

As I'm sure the new Council is aware, confidential negotiations about a Maple Lake development approvals exchange remain a live matter, though they've been on hold for some months.

I have submitted to the Town that there are only two plausible candidate sites for Metrus to receive equivalent development approvals in Georgina. The better of these two sites, in my opinion, is on the Metrus-affiliate lands in South Keswick. The other site is owned by Maple Lake, also a Metrus affiliate, between Deer Park Drive and Boyer's Sideroad, in the Greenbelt Protected Countryside.

The applications before you occupy 36% of Metrus's remaining undeveloped land for low-density residential in South Keswick. The applications do not take any account of a development approvals exchange. Approving Phase 9 now would in my view make it significantly harder to accomplish that. As well, the Maple Lake development exchange issue is part of the OP review process itself - which is still under way.

Whichever the new site, new approvals will be needed - including Provincial and Regional approvals for the Deer Park-Boyer's site. In the meantime, the development originally intended to occupy the Maple Lake site remains part of the Town's growth obligations, which are central to the ongoing OP review.

For all these reasons, I believe it would be premature for the Town to further foreclose options to relocate the Maple Lake population to South Keswick. There are no significant

environmental and natural heritage constraints in South Keswick. It's a recognized settlement area, and only your local planning approval would be required.

Now, at page 151 of your agenda, David Bronskill, solicitor for Metrus and affiliated companies, says "as a practical matter . . . there is no opportunity to 'exchange' development approvals between these two projects". I'd like to respond to his reasons.

No question, the Phase 9 lands are owned not by Metrus Development Inc., but by five separate companies.

However, Council should know that:

- The five companies have identical boards.
- The five companies have the same president - who is also the president of Metrus.
- That same individual may also be president of Maple Lake, which has not updated its corporate filings to reflect the death of its former president.
- Two other common directors of the five companies also sit on the Maple Lake board.

Please take a look at the Draft Plan before you. The five companies are listed - as "c/o Metrus Development Inc." The person authorizing KLM to submit the draft plan is Fraser Nelson, who signs as "Authorized Signing Officer".

Mr. Nelson, who just retired after a distinguished career with Metrus, is not, and was not before he retired, a director or officer of any of the five companies, nor of Metrus. However, he is a director and the authorized signing officer of Maple Lake.

Then, on pages 98 and 99 of the agenda, you'll see that staff look at permitted densities in terms of the entire block owned by Metrus affiliates - not separately by company.

Finally, on pages 101 and 102, you'll see that staff are concerned that Oxford and Metrus are proposing a few lots that straddle existing ownership boundaries. Staff have never expressed concern about the far greater number of lots Metrus is proposing, that straddle existing ownership boundaries between the five companies.

I ask you to judge Mr. Bronskill's letter in the context of these facts. The facts are that as a "practical matter", for planning purposes Metrus and its affiliates operate, and are treated, as a single entity.

Therefore, I ask you not to approve these applications, until all issues of prematurity have been dealt with satisfactorily, and until the pros and cons of both relocation candidate sites have been fully considered by staff, the public, and Council.

Mayor Quirk and Council, thank you very much for your time and consideration.

Velvet Ross

From: Anthony Usher <auplan@bellnet.ca>
Sent: May-13-15 4:22 PM
To: Velvet Ross
Cc: Harold Lenters
Subject: DG Phase 9 ZBA & Draft Plan

Hi Velvet,

You'll recall that I have expressed concerns about the density figures for the above application, in terms of their Secondary Plan conformity. I also said at the March 11 public meeting, that I would sort this out directly with staff, rather than take up Council's time on this point.

After I made my submission, and as Howard Friedman had also mentioned the density issue needed further work, I spoke with Howard and said I would follow up with him - he said I should direct my comments to you. I apologize for taking so long to do so.

Everyone agrees that the subject lands are 66.55 ha.

Staff say (in PB-2015-0016) that the total gross residential area is 57.84 ha. KLM, in its revised density table (attachment 17 to that report), says it's 57.98 ha. I say it's 55.06 ha.

I am sure everyone agrees that the stormwater blocks 828 & 829, and the channel block 831, are "natural features" not to be counted as gross residential. 66.55 ha minus 5.06 ha for these three blocks, leaves 60.99 ha.

The problem arises with lands that are within the subdivision, that in the South Keswick Development Area Plan are assigned to the Glenwoods Urban Centre. These consist of stormwater block 830, park block 827, and temporary street block 837.

In my view, it is not appropriate for DG to (whether intentionally or otherwise) "borrow" public facility/amenity lands from Glenwoods and include them in the Residential Neighbourhood, to lower density figures within the latter area. Those public lands cannot be used to lower densities in the present application and then a second time in a future Glenwoods application. These lands, if used in this application and lost to a future Glenwoods application, would force up densities in Glenwoods possibly to the point where they would exceed the medium- and high-density residential limits in the Secondary Plan, and cap development in Glenwoods below what should be the permitted maximums. I also note that the Secondary Plan says, "Those lands within the Glenwoods Urban Centre shall not be considered part of [Development Area 4] for the purposes of calculating density" (9.1.3.8.f.iv). If the applicant or the Town feel that the lands at issue functionally belong in the Residential Neighbourhood not Glenwoods, then the appropriate planning amendments should be brought forward.

Stormwater block 830 is 3.01 ha and whether included in Glenwoods or not, would be considered "natural features". 60.99 ha minus block 830 leaves 57.98 ha. That is the area KLM provided you.

Blocks 827 and 837, which total 2.92 ha, would normally be counted as gross residential area. That amount is the difference between my 55.06 ha gross residential, and KLM's 57.98 ha - I exclude them and KLM includes them.

How the Town arrived at 57.84 ha is not clear.

The proposed 862 dwellings, based on the applicant's gross residential area, work out to 14.87 or 14.9 units/ha. On that basis the applicant's cover letter of Dec 15/14 (which says 14.8) is wrong, and the applicant's Attachment 17 is correct. However, based on what I believe is the correct gross residential area, the overall density is 15.7 units/ha as per my Mar 2/15 letter.

I also have some difficulty with staff's attribution of area between the low- and medium-density portions of the subdivision. The staff report appears to attribute to medium-density residential, only 1.11 ha (57.836 minus 56.726). This obviously represents the area occupied by the townhouse lots only. However, since gross residential area includes streets and public facility/amenity blocks, surely when calculating density a share of the public lands must be attributed to any subset of the lots. I appreciate there is no "official" method for doing this. As explained in my Mar 2/15 letter, 94.3% of the proposed dwellings are low-density, so I assumed that low-density also accounts for 94.3% of the public lands. That means that the 55.06 ha gross residential area breaks down into 52.73 ha attributable to low-density, and 2.33 ha attributable to medium-density. On that basis, the 813 low-density units are 15.4 units/ha (figure not in my Mar 2/15 letter as I was focusing on the 14.5 units/ha limit), versus the 14.3 units/ha in the staff report. The 49 medium-density units are 21.0 units/ha (as per my letter).

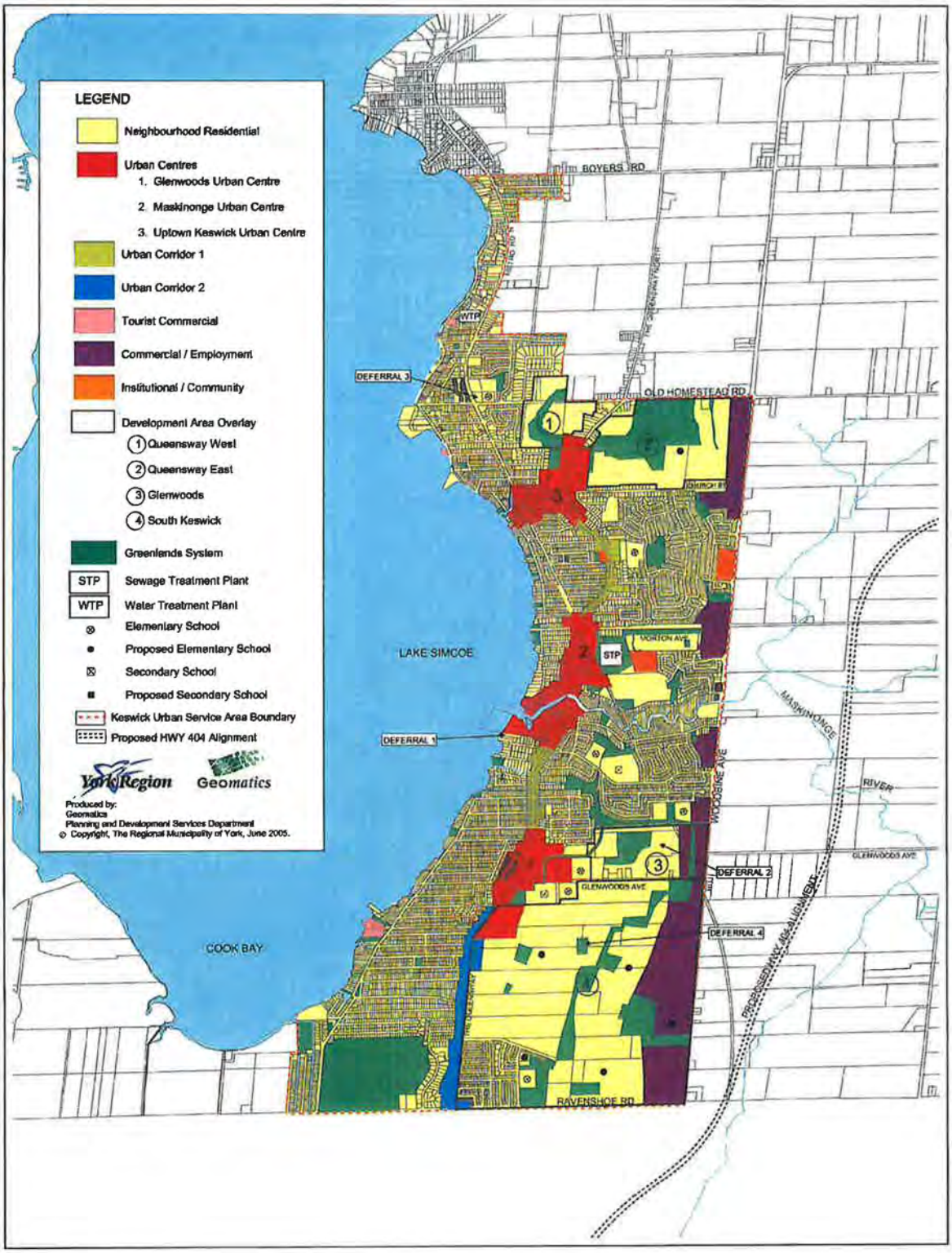
I hope this more fully explains my position - pleased to discuss any time.

Thanks very much,

- Tony

Anthony Usher, MCIP, RPP
Anthony Usher Planning Consultant
146 Laird Drive, suite 105
Toronto, Ontario M4G 3V7
(416) 425-5964
auplan@bellnet.ca

Practical professional services in land, resource, recreational, and tourism planning



Schedule F1: Keswick Land Use Plan

Town of Georgina

Keswick Secondary Plan

October 26, 2004

0 500 1,000 2,000 Metres

Report No. PB-2015-0068
Attachment '10'
Pages 1 of 1

Maryann Hunt

From: Michael Baskerville
Sent: August-31-15 11:00 AM
To: Maryann Hunt
Subject: RE: DG Group Ph 9 confirmation email

This will confirm that the Department of Operations and Engineering has no objection to this draft plan of subdivision. We are currently preparing draft plan conditions respecting same for consideration.

Mike

Michael E. Baskerville C.E.T., CMM
Engineering Manager
Operations and Engineering Department |Town of Georgina
26557 Civic Centre Road
Keswick, Ontario
L4P 3G1
T: 905- 476-4305 Ext 2225
F: 905- 476-6902
E: mbaskerville@georgina.ca
www.georgina.ca
www.gtti.ca

From: Maryann Hunt
Sent: August-28-15 9:18 AM
To: Michael Baskerville <mbaskerville@georgina.ca>
Subject: DG Group Ph 9 confirmation email

Hi Mike,
Can you send an email saying you are satisfied with DG Group Ph 9, subject to conditions that will be finalized? I need it for my report.

Maryann Hunt, M.Sc.Pl.
Planner | Planning & Building Dept. | Town of Georgina
T: 905-476-4301 ext 2275
905-722-6516
705-437-2210
E: **mhunt@georgina.ca**
http://georgina.ca/planning.aspx

Maryann Hunt

From: Robin McDougall
Sent: August-27-15 3:04 PM
To: Keith MacKinnon
Cc: wmelbourne@dggroup.ca; Ken McAlpine; Maryann Hunt; Velvet Ross
Subject: RE: DG Group Ph 9 sidewalk plan
Attachments: Parkland Only Calculation Chart for all Phases August 27 2015.xls

Keith

Thank you very much. Based on the update for the parkland dedication calculation for the SKDAP (attached), the Town is satisfied that the parkland dedication requirements for Phase 8 and Phase 9 will be met through parkland dedication and cash-in-lieu of parkland will not be required for Phase 8 or Phase 9.

Regards,
Robin

From: Keith MacKinnon [mailto:KMacKinnon@KLMPlanning.com]
Sent: Thursday, August 27, 2015 2:49 PM
To: Robin McDougall
Cc: wmelbourne@dggroup.ca; Ken McAlpine; Maryann Hunt; Velvet Ross
Subject: RE: DG Group Ph 9 sidewalk plan

Revised attached with Oxford removed.

Keith.

Keith MacKinnon BA, MCIP, RPP
PARTNER

KLM PLANNING PARTNERS INC.
Planning | Design | Development

64 Jardin Drive, Unit 1B Concord, Ontario L4K 3P3
T 905.669.4055 (ext. 234) **F** 905.669.0097 **E** kmackinnon@klmplanning.com

From: Robin McDougall [mailto:rmcdougall@georgina.ca]
Sent: Thursday, August 27, 2015 2:45 PM
To: Keith MacKinnon <KMacKinnon@KLMPlanning.com>
Cc: wmelbourne@dggroup.ca; Ken McAlpine <kmcalpine@georgina.ca>; Maryann Hunt <mhunt@georgina.ca>; Velvet Ross <vross@georgina.ca>
Subject: RE: DG Group Ph 9 sidewalk plan

Keith,

Report No. PB-2015-0068
Attachment '12'
Pages 1 of 1

Lake Simcoe Region
conservation authority

A Watershed for Life

Sent by E-mail: mhunt@georgina.ca

August 25, 2015

File No.: 01.139 & 03.1078
IMS No.: PZOA491 & PSDC593C8

Ms. Maryann Hunt, Planner
Town of Georgina
26557 Civic Centre Rd
Keswick, ON L4P 3G1

Dear Ms. Hunt:

Re: Draft Plan of Subdivision (19T-14G02) and Zoning By-law Amendment
LSRCA Conditions
Metrus Phase 9
Woodbine Avenue E/S, Keswick
Lots 2, 3, 4 & 5, Concession 3 (NG) – Roll Nos. 143-150, 142-953, 142-775, 142-90001 & 142-85001
Town of Georgina, Regional Municipality of York

This letter is further to previous correspondence provided by the LSRCA via email, dated Sept 9, 2014 and February 13, 2015. We understand that the subject application for Draft Plan of Subdivision approval may be considered by the Town of Georgina in September 2015. As such, we recommend that any approval of the subject draft plan of subdivision application be made subject to the following conditions:

1. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority (LSRCA):
    a. A detailed Stormwater Management Report in conformity with the designated stormwater management policies of the Lake Simcoe Protection Plan (LSPP) (DP-4.8 – 4.11) and the LSRCA Technical Guidelines for Stormwater Management Plans;
    b. A detailed Erosion/Sedimentation Control Plan;
    c. A detailed Grading and Drainage Plan;
    d. An updated Water Balance as per Designated Policy 4.8 of the LSPP;
    e. A Phosphorous Budget in accordance with Designated Policy 4.8 of the LSPP;
    f. A detailed geotechnical analysis for the proposed Stormwater Management Ponds;
    g. Detailed Landscaping Plans for the Stormwater Management Ponds;
    h. A detailed Edge Management Plan; and,
    i. A detailed Low Impact Development Evaluation demonstrating the means to maximize the use of Low Impact Development (LID) measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014).

2. That prior to final plan approval, it shall be demonstrated that all Stormwater Management Facilities will be designed in accordance with the Hydrology Report prepared by Schaeffers Consulting, titled *Glenwoods Creek Subwatershed, South Keswick, Town of Georgina*, dated June 2015, as revised per correspondence to the LSRCA dated August 19, 20 and 21, 2015. This Plan may be redlined to address any changes to Stormwater Management facility block locations or sizes.

3. That prior to final plan approval, the Owner shall provide a detailed Hydrogeological Report to the satisfaction of the Town and the LSRCA.

4. That prior to final plan approval, the Owner shall prepare an Edge Management Plan and Tree Preservation & Protection Plan to the satisfaction of the Town and the LSRCA.

5. That prior to final plan approval, a detailed Landscape Enhancement/Restoration Plan be prepared to the satisfaction of the Town and the LSRCA for Block 831, using natural channel design principles.

6. That the Owner shall agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and requirements contained within the plans, reports, and studies as approved by the LSRCA, including the implementation of the required LID measures.

7. That the Owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports, and studies as approved by the LSRCA.

8. That the Owner shall agree in the Subdivision Agreement that prior to any major site alteration or grading, proper erosion and sediment control measures must be put in place in accordance with the approved Erosion and Sedimentation Control Plan and Grading Plan.

9. That the Owner shall agree in the Subdivision Agreement that prior to the creation of any impervious surface such as roads and buildings, stormwater management facilities must be put in place in accordance with the approved plans.

10. That the Owner shall agree in the Subdivision Agreement to monitor, inspect and maintain the stormwater management works on a periodic basis in accordance with 4.10 & 4.11 – DP of the LSPP.

11. That the Owner shall agree in the Subdivision Agreement to ensure the following measures are implemented in accordance with 4.20-DP of the Lake Simcoe Protection Plan:
    a) Keep the removal of vegetation, grading and soil compaction to the minimum necessary to carry out development activity;
    b) Removal of vegetation shall not occur more than 30 days prior to grading and construction;
    c) Put in place structures to control and convey run-off;
    d) Minimize sediment that is eroded offsite during construction;
    e) Seed exposed soils once construction is complete and seasonal conditions permit; and,
    f) Ensure erosion and sediment controls are implemented effectively.

12. That prior to final plan approval, the Owner shall successfully amend the Zoning By-law to rezone Blocks 828 through 831 to a site-specific Open Space (OS-xx) zone limiting the uses to conservation, passive recreational uses, trails and infrastructure.

13. The Owner shall agree in the Subdivision Agreement to demarcate the environmentally significant areas located in Blocks 830 and 831 by means such as fencing (i.e. cedar rail and/or living) and signage.

14. That the Owner shall agree in the Subdivision Agreement to grant any easements required for stormwater management purposes to the Town.

15. That prior to final plan approval, the Owner shall pay all the required development fees to the Conservation Authority in accordance with the LSRCA's Fees Policy under the Conservation Authorities Act.

16. That prior to final plan approval, the Owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.

17. That prior to final plan approval, the Owner shall provide an updated watershed model with detailed pond design storage discharge information to demonstrate no increase in erosion and flows downstream of the proposed development.

18. That prior to final plan approval, the Owner shall demonstrate conformity with the requirements of the *Endangered Species Act* in consultation with the Ministry of Natural Resources and Forestry (MNRF), to the satisfaction of the Town and the LSRCA.

August 25, 2015
File No.: 01.139 & 03.1078
IMS No.: PZOA491 & PSDC593C8
Ms. Maryann Hunt

Notes of Draft Approval

The LSRCA shall require the following prior to the issuance of a clearance letter:

1. *A copy of the executed subdivision agreement;*
2. *A copy of the draft M-Plan; and*
3. *A letter from the Developer's Planning Consultant outlining how each of the conditions of draft plan approval has been met to the satisfaction of the Conservation Authority.*

Please advise us of your decision regarding this matter. If you have questions with regard to the above, please do not hesitate to contact the undersigned. Please reference the above file numbers in future correspondence.

Sincerely,

Kevin Jarus, M.Pl.
Development Planner

KJ/ph

c. Mr. Warren Melbourne, DG Group
Ms. Velvet Ross, Town of Georgina
Mr. Keith MacKinnon, KLM Planning Partners Inc.
LSRCA Review Team

Maryann Hunt

From: Keith MacKinnon <KMacKinnon@KLMPlanning.com>
Sent: July-22-15 5:05 PM
To: Velvet Ross; Maryann Hunt
Cc: Harold Lenters; Warren Melbourne (DG Group)
Subject: RE: DG Phase 9 ZBA & Draft Plan
Attachments: P-2341des13-uph - JULY 2015.pdf

Hi Velvet & Maryann,

The density based on the most recent version of the plan (dated April 2, 2015), without rounding the percentage of uses, is as follows:

66.664 HA Total area – 5.871 HA (SWM Ponds) – 2.698 HA (Channel) – 0.06 HA (half road lost to Oxford) = 58.035 HA
862 Total Units. 813 are single detached of which are 94.3% of the plan and 49 are townhouse dwelling units which are 5.7% of the plan
94.3% of 58.035 HA = 54.727 HA
5.7% of 58.035 HA = 3.307 HA
813 single detached dwelling units/54.727 HA = 14.8 UPGRH
49 townhouse dwelling units/3.307 HA = 14.8 UPGRH
862 total units/58.035 HA = 14.8 UPGRH

Section 9.1.8.2 titled "Stated Measurements and Quantities" of the Secondary Plan sets out that all figures and quantities shall be considered approximate only and not exact and that an Amendment to the Secondary Plan is not required for a minor deviations. In my opinion, I would consider the difference in density of 14.5 UPGRH to 14.8 UPGRH to be a minor deviation. Also, given that the average density is 14.8 UPGRH whereas the maximum permitted is 16.6 UPGRH, it is my opinion that the draft plan of subdivision conforms to the required density calculations using this method.

We have also prepared a second, more detailed option of the density calculation using actual road frontages for the residential, parks and school and rounding the percentage of uses. As you can see from the attached sketch plan the following areas:

Single detached area = 32.501 HA + 16.365 HA (streets minus Oxford) + 6.008 HA (94% of parks and school) + 0.971 HA (94% of buffer, road widening + temp road) = 55.845 HA
813 single detached dwelling units/55.845 HA = 14.5 UPGRH
Townhouse dwellings = 1.110 HA + 0.635 HA (streets) + 0.383 HA (6% of parks and school) + 0.062 HA (6% of buffer, road widening & temp road) = 2.190 HA
49 townhouse dwelling units/2.190 HA = 22.3 UPGRH
Combined = 862 total units/58.035 HA = 14.8 UPGRH

Section 9.1.3.8.iv) which sets out the density target for Development Area 4 (South Keswick) speaks to a maximum average density of 14.5 UPGRH which may be increased to 16.6 UPGRH when medium density housing forms are included, although the low density is to maintain a maximum density of 14.5 UPGRH. Given that it speaks to the maximum average, it would in my opinion mean that the medium density could be higher, provided that when combined overall it does not exceed 16.6 UPGRH. So, given that the low density conforms to the maximum of 14.5 UPGRH and the average is less than the maximum permitted (16.6 UPGRH), it is my opinion the draft plan conforms to the density requirements as set out in the Secondary Plan.

CAMLANE PHASE 9

Report No. PB-2015-0068
Attachment '14'
Pages 2 of 2

Phase	Area (HA)*	Total Single Detached	Total Semi Detached	Total Townhouses	Total Units	Total Density (UPGRH)
Phase 1	22.60	138	98	83	319	14.12
Phase 2	6.48	61	34	85	180	27.78
Phase 3	5.44	100			100	18.38
Phase 4	4.11	85			85	20.68
Phase 5	7.10	120			120	16.90
Phase 6	9.88	134		48	182	18.42
Phase 7	8.62	157		52	209	24.24
Phase 8	8.25	144			144	17.45
Phase 9	58.04	813		49	862	14.85
739034 Ontario Inc.	2.08	23	12		35	16.80
Remaining Phases**	115.55	1596		281	1877	16.24
Total	**248.16**	**3371**	**144**	**598**	**4113**	**16.57**

*Area excludes, swm ponds and channels while including roads, parks, schools, buffer blocks and road widening blocks as per the GRH definition in the Keswick Secondary Plan

** Estimate only and subject to final calculation

Phase 9: P-2341 Des13 April 2, 2015

739034 Ontario Inc.: P-2450 Des4 December 4, 2014

M-Plans for Phases 1-8

Report No. PB-2015-0068
Attachment '15'
Pages 1 of 1

York Region

Environmental Services

July 27, 2015

Mr. Harold W. Lenters, MCIP, RPP
Director of Planning and Building
Town of Georgina
26557 Civic Centre Road
Keswick ON L4P 3G1

Dear Mr. Lenters:

Re: Registration for Keswick Developments Units
Town of Georgina
Our File No.: W01, CT002

Further to our letter dated January 24, 2013, we are pleased to advise that the Keswick Water Resource Recovery Facility outfall is complete and the plant has demonstrated it can meet the effluent quality criteria as required by the Ministry of Environment and Climate Change. As such, we have no objection for the Town to permit registration of additional units in the Keswick service area, provided that the cumulative allocation does not exceed 45,000 persons.

We will continue to monitor the plant performance and will advise you of any additional capacity release beyond 45,000 persons in 2016.

Sincerely,

Stephen Fung, P.Eng.
Director, Infrastructure Asset Management

SF/tcc

Copy to: Erin Mahoney, Commissioner, Environmental Services, York Region
Mike Rabeau, Director, Capital Planning and Delivery, Environmental Services, York Region
Karen Whitney, Director, Community Planning and Development Services, York Region
Shu He, Senior Project Manager, Environmental Services, York Region
Dan Pisani, Director of Engineering and Public Works, Town of Georgina

YORK-#6189573

The Regional Municipality of York, 17250 Yonge Street, Newmarket, Ontario L3Y 6Z1
Tel: 905-830-4444, 1-877-464-9675 Fax: 905-830-6927
Internet: www.york.ca

SKDAP - Parkland Dedication Calculation
as of April 7, 2015

Phase	Area (HA)*	Total Single Detached	Total Semi Detached	Total Townhouses	Total Units	Provided Employment (HA)	Provided Commercial (HA)	Provided Parkland (HA)	Required Parkland (HA) 5% & 2%	Required Parkland (HA) 1 ha/300 & 2%	Balance (HA) 5% & 2%	Balance (HA) 1 ha/300 & 2%
Phase 1	27.60	138	98	83	319		0.72	2.3	1.39	1.08	0.91	1.22
Phase 2	6.48	61	34	85	180		0	0	0.32	0.60	-0.32	-0.60
Phase 3	5.50	100			100		0	0	0.28	0.33	-0.28	-0.33
Phase 4	4.20	85			85		0	0	0.21	0.28	-0.21	-0.28
Phase 5	9.30	120			120		0	0	0.47	0.40	-0.47	-0.40
Phase 6	9.88	134		48	182		0	0.80	0.49	0.61	0.30	0.19
Phase 7	8.62	157		52	209		0	0	0.43	0.70	-0.43	-0.70
Phase 8	8.20	144			144		0	0	0.41	0.48	-0.41	-0.48
Phase 9	66.70	813		49	862		0	3.13	3.34	2.87	-0.21	0.25
Remaining Phases**	134.70	1596		281	1877	43.3	15.13	12.22	7.90	7.43	4.32	4.79
Total	**281.19**	**3348**	**132**	**598**	**4078**	**43.3**	**15.85**	**18.4**	**15.24**	**14.78**	**3.20**	**3.66**

*Area includes swm ponds, naturalized channels, roads, parks, schools, buffer blocks and road widening blocks but excludes woodlots

** Estimate only and subject to final calculation

Parkland Calculations Based on the following Plans:

1. Phase 9: P-2341 Des13 April 2, 2015 (including expanded SWM Pond Area)
2. M-Plans for Phases 1-8

Report No. PB-2015-0068
Attachment '17'
Pages 1 of 1

CAMLANE PHASE 9

ON STREET PARKING AND PEDESTRIAN CIRCULATION PLAN

PHASE 9	
18.3m SINGLE DETACHED	41 UNITS
15.3m SINGLE DETACHED	217 UNITS
13.7m SINGLE DETACHED	354.5 UNITS
12.2m SINGLE DETACHED	107 UNITS
11.0m SINGLE DETACHED	93.5 UNITS
7.5m TOWNHOUSES	49 UNITS
TOTAL = 862 UNITS	

- PARK
- SCHOOL
- NATURALIZED CHANNEL
- STORMWATER MANAGEMENT POND

TOTAL STREET PARKING = 871 SPACES

1:2500
AUG 26, 2015

DG GROUP

KLM
PLANNING PARTNERS INC.
Planning • Design • Development
64 JARDIN DRIVE - UNIT 1B, CONCORD, ONT. L4K 3P3
PHONE (905) 669-4055 FAX (905) 669-0097

Report No. PB-2015-0068
Attachment '18'
Pages 1 of 1

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DAS-2015-0055

FOR THE CONSIDERATION OF COUNCIL

SEPTEMBER 23, 2015

SUBJECT: REQUEST TO STOP UP, CLOSE AND SELL PORTION OF LYONS LANE

---

1. RECOMMENDATION:

1. That Report No. DAS-2015-0055 be received for information.

2. That Council deem the portion of Lyons Lane identified herein as surplus and to approve in principal the stopping up, closing and conveying of the portion of Lyons Lane subject to public notice requirements.

3. That a by-law be passed to authorize the stopping up, closure and sale of the lands identified as Part 3, Reference Plan 65R-33435 and abutting the south limit of Lots 1, 2 and 3 and north side of Lot 34, Plan 176 to the abutting property owner at a cost based on the standard rate of $2.00 per square foot.

2. PURPOSE:

The purpose of this Report is to obtain Council consent for the request of disposal of surplus lands, being a portion of Lyons Lane (Attachment 1) pursuant to the Town's Procedures Governing the Sale and Disposition of Land, Including Giving of Notice to the Public (Policy No. DAS-CL-029, as amended).

3. BACKGROUND:

On February 12, 2012, the Town received a request from an adjacent landowner's agent to close up part of Lyons Lane, describes as Part 3, Reference Plan 65R-33435 and abutting the south limit of Lots 1, 2 and 3 and north side of Lot 34, Plan 176. When closed up, the current Lot 3, will be merged with Lot 1.

The adjacent landowner requesting the closing up, stopping and sale owns lots adjacent to two of three sides of the laneway. The remaining abutting landowner submitted a letter to the Town on May 17, 2012, advising that he has no objection to the closing,

stopping up and sale of this property and has no issue with the lane closure as it does not affect access to his property. On October 23, 2012, the Operations and Engineering Department registered no objection to the closing of the lane as there are no longer any utilities or other services located on the laneway.

4. ANALYSIS:

The proposed stopping, closing up and sale of the Lyons Lane is being conducted pursuant to the Town of Georgina Policy No. DAS-CL-029, as amended (the "Policy"). Under Section 6.5 of the Policy, there are a number of exceptions to the formal processes established, including closed highways sold to an owner of land abutting the highway and for land which is not sufficient in size to accommodate a new main use. Both exceptions to the formal policy apply in this situation.

Should Council determine that the road be declared surplus and agree to the recommendations, the result is that the Town's potential liability with respect to this laneway no longer exists.

5. FINANCIAL AND BUDGETARY IMPACT:

There is no financial impact associated with this recommendation. However, the Town will be divested of approximately 1,250 square feet of property and its associated liability. All external associated costs (surveys, title searches, etc. associated with this sale will be borne by the prospective purchaser and the revenue to the Town is expected to equal approximately $2,500.00.

6. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

With respect to public notice, lands exempted under the Policy are not subject to the two week notification. However, past practice has been (and will continue to be) that exempt transactions are actually advertised for four weeks before a by-law is presented to Council for consideration.

7. CONCLUSION:

The Department of Operations and Engineering supports the sale of the land to the abutting property owner and staff suggests that the costs be based on the standard rate of $2.00 per square foot. Staff request that a by-law be passed authorizing the Mayor and Clerk to stop up, close and sell the lane to the abutting property owner and that the requesting property owner, in addition to the price of the land, pay the associated costs

of the land transfer.

Prepared and Submitted by:

John Espinosa, B.A., J.D.
Town Clerk

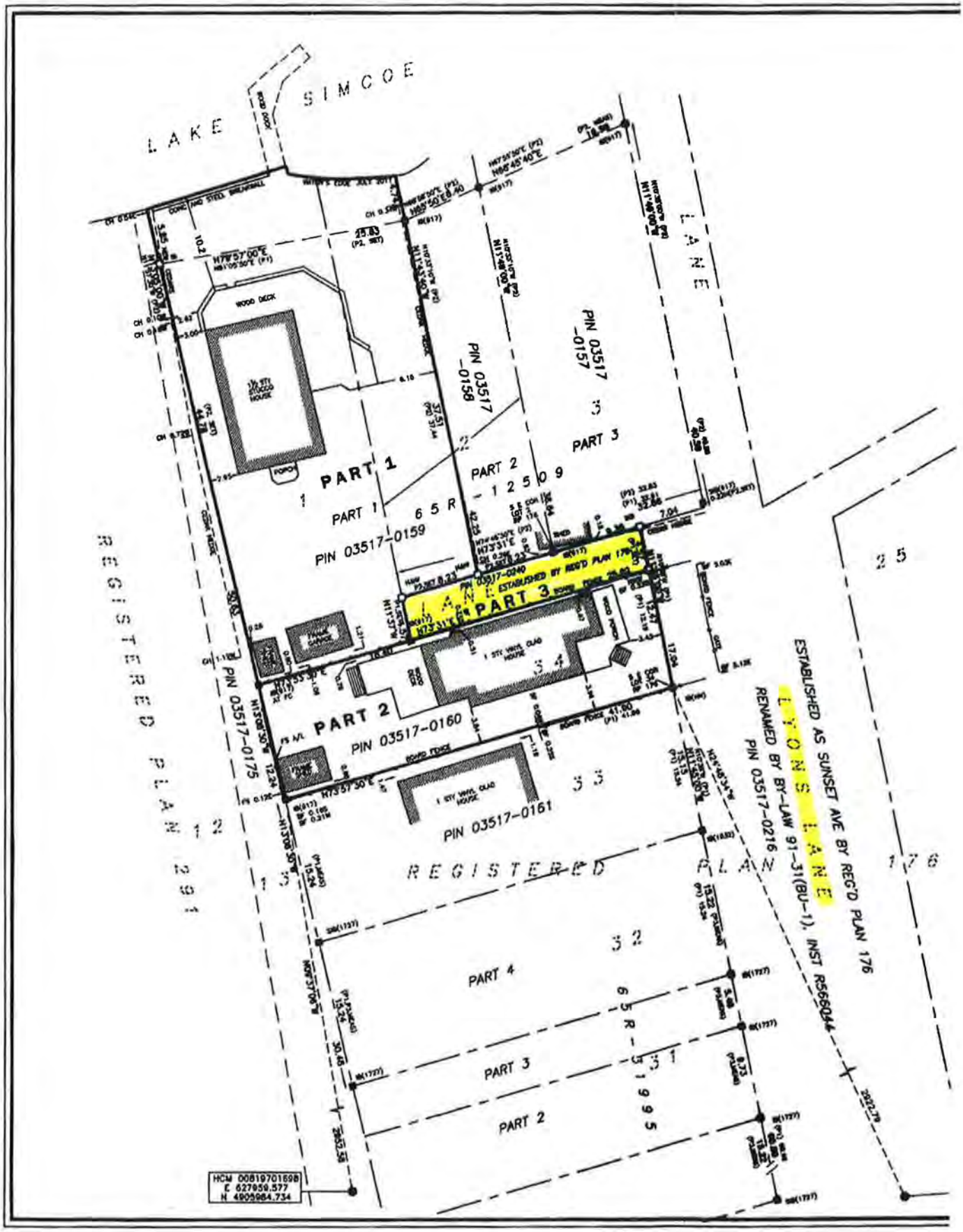
Recommended by:

Rebecca Mathewson, CPA, CGA
Director of Administrative
Services/Treasurer

Approved by:

Winanne Grant, B.A. AMCT, CEMC
Chief Administrative Officer

Attachment 1- Map of Part 3, Reference Plan 65R-33435 and abutting the south limit of Lots 1, 2 and 3 and north side of Lot 34, Plan 176.



Attachment 1
Page 1 of 1
Report No. DAS-2015-0055

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. OED-2015-0042

FOR THE CONSIDERATION OF COUNCIL SEPTEMBER 23, 2015

SUBJECT: TREE INVENTORY AND ASSESSMENT

1. RECOMMENDATION:

1. **THAT COUNCIL RECEIVE REPORT NO. OED-2015-0042 PREPARED BY THE OPERATIONS AND ENGINEERING DEPARTMENT DATED SEPTEMBER 23, 2015 RESPECTING THE SOLE SOURCING OF THE TREE INVENTORY AND ASSESSMENT.**

2. **THAT COUNCIL RECEIVE INFORMATION FOR THE "TREE INVENTORY AND ASSESSMENT" PROJECT BEING AWARDED TO SILV-ECON LTD. IN THE AMOUNT OF $24,050.00 EXCLUDING APPLICABLE TAXES.**

2. PURPOSE:

That council receive the information regarding the contract for Silv-Econ Ltd. as the GIS expert in Tree Inventory and Assessment for Ash trees throughout the Town of Georgina.

3. BACKGROUND:

The Town of Georgina requires the service of qualified professionals to complete a GIS based inventory and assessment of public trees owned by the Town that was initiated in the fall of 2013. Due to the Emerald Ash Borer's infestation within Georgina, and the sheer volume of Ash trees within the Town, the Forestry division requires annual updates on inventory and assessment in order to help prioritize tree removals, and budget appropriately for the upcoming year.

4. ANALYSIS:

Silv-Econ Ltd. was the only bid received for this proposal, and their bid came within our budget. After working with Silv-Econ Ltd. in 2013 for the initial Tree

Inventory and Assessment staff had recommended we award the contract to Silv-Econ Ltd.

5. FINANCIAL AND BUDGETARY IMPACT:

The approved budget for this project is $24,050. The proposal from Silv-Econ Ltd.'s came within this budgeted amount.

6. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

N/A

7. CONCLUSION

The Parks and Facilities staff along with the CAO has approved Silv-Econ Ltd. to be awarded the contract for the Tree Inventory and Assessment of the Ash Trees throughout Georgina.

Prepared by:

Danny Hie
Forestry, Horticulture and Infrastructure Supervisor

Submitted by:

Dan Murnaghan
Parks and Facilities Manager

Recommended by:

Dan Pisani, P.Eng
Director of Operations and Engineering

Approved by:

Winanne Grant, B.A., AMCT, CEMC
Chief Administrative Officer

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. CAO-2015-0008

FOR THE CONSIDERATION OF COUNCIL SEPTEMBER 23, 2015

SUBJECT: CLEARWATER FARM – DELEGATION OF AUTHORITY TO THE CHIEF ADMINISTRATIVE OFFICER TO APPROVE RENOVATIONS AND IMPROVEMENTS AT 481 LAKE DRIVE EAST.

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1. RECOMMENDATION:

1. **That Council receive Report No. CAO-2015-0008 prepared by the Chief Administrative Officer, dated September 23, 2015 respecting the delegation of authority to the Chief Administrative Officer to approve renovations and improvements at 481 Lake Drive East.**

2. **That Council authorize the Chief Administrative Officer to approve renovations and improvements at 481 Lake Drive East.**

3. **That the Ontario Water Centre be required to submit an annual work plan for review and approval by the Chief Administrative Officer that includes a summary of the renovations and improvements required to facilitate same. And, that the Ontario Water Centre be required to submit a semi-annual status update on the work plan to the Chief Administrative Officer for information.**

4. **That the Chief Administrative Officer provide the annual work plan and semi-annual status update from the Ontario Water Centre to Council for information.**

2. PURPOSE:

The purpose of this report is to delegate approval authority to the CAO and advise Council as to how the CAO will process approvals for improvements and renovations undertaken by the Ontario Water Centre at 481 Lake Drive East.

3. BACKGROUND:

On June 24, 2015, Council adopted Resolution C-2015-0495, to approve By-law 2015-0102 (LA-1) (Attachment 1). This By-law authorizes the Mayor and Clerk to execute the necessary documents to complete the Lease Agreement between the Corporation of the Town of Georgina, as lessor, and the Ontario Water Centre, as lessee, for the 3.6 hectare parcel of land at the property municipally known as 481 Lake Drive East Willow Beach for a five year renewable term.

Pursuant to Section 15 of the lease agreement (Attachment 2), the CAO is to be delegated authority by Council to approve all renovations, improvements etc. required at 481 Lake Drive East to support the ClearWater Farm business plan.

Notwithstanding that the renovations/improvements will be financed by the OWC and the Town's purchasing by-law does not apply, given the extensive capital improvements being made on Town owned lands, Council wished to ensure that the CAO approves of these renovations/improvements. The OWC is in agreement with this approach given that Section 47 of the lease agreement requires the Town to compensate the OWC for these improvements, in the event that the Town terminates the lease.

4. ANALYSIS:

Staff note that the execution of the lease agreement was approved on the basis of a comprehensive business plan prepared by the OWC and reviewed by a number of farming and business experts. This business plan was developed after a significant amount of research conducted over the past 6 years to ensure that the proposed use of the property could be undertaken in a fiscally, socially and environmentally sound manner. In this regard, discussion at the June 24, 2015 Council meeting indicates that there is no desire on the Town's part to manage the business operations and approve each individual renovations/improvements that is required to achieve financial sustainability.

However, given that many of the renovations/improvements are substantial and some will require the landowners (Town's) approval in order to submit required permits (ie. Building Permit), approval from the Town and notice of the annual work plan is appropriate. Individual permit approvals will be forwarded to the CAO as required.

Due to the complexity of the business plan and the programming being proposed, staff wish to avoid the need to meet with the OWC to discuss each improvement that being contemplated and approve same. Staff is therefore

recommending that the OWC provide an annual work plan and outline the various improvements that must be undertaken to implement the plan, for review and approval by the CAO. Once approved by the CAO, the annual work plan will be presented to Council for information.

It is important to note that Staff will not be conducting a detailed financial review of the annual work plan but will be reviewing the proposed programming and renovations/improvements, to ensure that they are aligned with the overall ClearWater business plan, and that such programs and renovation/improvements are undertaken in a manner to reduce the opportunity for compatibility issues to arise with the surrounding neighbourhood.

5. CONCLUSION:

In consideration of the executed lease agreement and that the Town is not financially responsible for the renovations/improvements to be undertaken nor does the Town's purchasing by-law apply, staff are of the opinion that requesting the submission of an annual work plan together with a summary of the proposed renovations/improvements for review and approval by the CAO is appropriate.

Prepared by:

Karyn Stone, B.A., MCIP, RPP, Ec.D.
Economic Development Officer

Approved by:

Winanne, B.A., AMCT, CEMC.
Chief Administrative Officer

Attachment 1 – Council Resolution
Attachment 2 - Executed Lease Agreement

17. BY-LAWS cont'd

Moved by Regional Councillor Wheeler, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0494

That the Council meeting of June 24, 2015, continue past the four hour maximum time limit.

Carried.

Item 15, Lease Agreement, the words 'through authority as delegated by Council' be added so that it now reads 'Renewal Criteria; provided that the CAO consents to and authorizes the same, through authority as delegated by Council, provided further that the Centre is responsible for ...".

Add a clause that indicates that if the Ontario Water Centre (OWC) makes an improvement not authorized by the Town, that they do so at their own risk.

With the above changes made, Item 15, Lease Agreement, now reads:

"The Town and Centre agree that the Centre may carry out any Improvements, renovations, modifications, alterations or repairs to the Farm required to support its use of the Farm and its delivery on its Renewal Criteria; provided that the CAO consents to and authorizes the same through authority as delegated by Council; provided further that the Centre is responsible for securing all appropriate licenses and permits ensuring that all Improvements, meet local, provincial and federal codes; In the event that the Centre wishes to proceed with Improvements not authorized for compensation in accordance with Article 47 or any other Section of this Agreement, the Centre agrees to do so at their own risk."

Moved by Councillor Fellini, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0495

That the following by-law be approved:

Karyn S.

(2) By-law Number 2015-0102 (LA-1), being a by-law to authorize the Mayor and Clerk to execute the necessary documents to complete the Lease Agreement between the Corporation of the Town of Georgina, as lessor, and the Ontario Water Centre, as lessee, for the 3.6 hectare parcel of land at the

property municipality known as 481 Lake Drive East, Willow Beach, for a five year renewable term.

Carried unanimously.

18. CLOSED SESSION *None.*

(1) Motion to move into closed session of Council

(2) Motion to reconvene into open session of Council and report on matters discussed in closed session.

19. CONFIRMING BY-LAW

Moved by Councillor Harding, Seconded by Councillor Davison

RESOLUTION NO. C-2015-0496

That the following by-law be approved:

(1) By-law No. 2015-0103 (COU-2), a by-law to confirm the proceedings of Council on June 24, 2015.

Carried.

20. MOTION TO ADJOURN

Moved by Councillor Harding, Seconded by Regional Councillor Wheeler

RESOLUTION NO. C-2015-0497

That the meeting adjourn at 11:25 p.m.

Carried.

_____
Margaret Quirk, Mayor

_____
John Espinosa, Town Clerk

THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NUMBER 2015-0102 (LA-1)

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE NECESSARY DOCUMENTS TO COMPLETE THE LEASE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF GEORGINA, AS LESSOR AND THE ONTARIO WATER CENTRE, AS THE LESSEE, FOR THE 3.6 HECTARE PARCEL OF LAND AT THE PROPERTY MUNICIPALLY KNOWN AS 481 LAKE DRIVE EAST, WILLOW BEACH, FOR A FIVE YEAR RENEWABLE TERM.

WHEREAS the Town of Georgina, wishes to enter into a lease agreement with the Ontario Water Centre in respect of the 3.6 hectare farm parcel of land at the property municipally known as 481 Lake Drive East, Willow Beach for a 5 year renewable term.

WHEREAS at their meeting of June 10, 2015, Council of the Town of Georgina agreed to enter into an Agreement between the Corporation of the Town of Georgina and the Ontario Water Centre for the lease of the 3.6 hectare farm parcel.

WHEREAS the Town of Georgina is a municipal corporation pursuant to the Municipal Act, 2001;

BE IT THEREFORE ENACTED BY THE COUNCIL OF THE TOWN OF GEORGINA, THAT the Mayor and Clerk are hereby authorized to execute the necessary documents to complete the lease agreement between the Corporation of the Town of Georgina, as Lessor and the Ontario Water Centre, as Lessee, of an approximate 3.6 hectare parcel of land at the property municipally known as 481 Lake Drive East, Willow Beach for a 5 year renewable term.

READ and enacted this 24th day of June, 2015.

Margaret Quirk, Mayor

John Espinosa, Town Clerk

LEASE AGREEMENT

This Agreement made this 5th day of August, 2015.

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA
(hereinafter referred to as the "Town")

- and -

ONTARIO WATER CENTRE, being a duly incorporated charitable non-profit corporation without share capital pursuant to the laws of the Province of Ontario.
(hereinafter referred to as the "Centre")

WHEREAS the Centre is organized for the purpose of helping people to protect their freshwater by engaging in activities that reconnect them to nature, while simultaneously rebuilding their economies and renewing their communities;

WHEREAS the Town and the Centre have worked collaboratively for over ten years to develop programs that further this mission for and with the residents of Georgina;

WHEREAS the Town and the Centre wish to enter into a new collaboration to further this mission centred around the development of a local food economy within Georgina;

WHEREAS the Town is the registered legal owner of the lands and structures described in **Appendix A** (hereinafter referred to as the "Farm and Farm Extension");

AND WHEREAS the Town and the Centre ("Parties") hereto wish to enter into an agreement respecting the exclusive use, management and operation of the Farm by the Centre;

AND WHEREAS the Parties wish to provide for a lease of the Farm to the Centre subject to the terms and conditions set forth herein;

AND WHEREAS Town Council approved and authorized the execution of this Agreement in its meeting of June 24, 2015 on the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and other

good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties) the Parties covenant and agree as follows:

DEFINITIONS AND INTERPRETATION

1. In this Agreement, the following words shall have the following meanings:

   (a) "Centre" means the Ontario Water Centre;

   (b) "Chattel" shall mean a moveable article of tangible property, other than the Town-owned lands or things annexed to the Town-owned lands, which are the personal property of the Centre, and includes, but is not limited to, furniture, food preparation and farming equipment, computer equipment and artifacts;

   (c) "Council" shall mean the Town Council consisting of the Mayor and Council Members elected by the constituents of the Town of Georgina

   (d) "Chief Administrative Officer" or "CAO" shall mean the Chief Administrative Officer at the Town, or his or her designate;

   (e) "Emergency" shall mean an unforeseen situation where immediate action must be taken to preserve public health or safety or to re-establish services where such services are considered by the Town to be essential services;

   (f) "Farm" shall mean the Town-owned buildings and lands described in **Appendix A**; "Farm Extension" shall mean the Town-owned buildings and lands described in the same **Appendix A**;

   (g) "Improvements" shall mean all non-moveable fixtures, improvements, installations, alterations and additions made from time to time to buildings (including but not limited to new structures such as greenhouses, underground cisterns, any containment systems for animals, the costs of any equipment or connection charges related to providing service to the Farm for water/sewer, electricity, gas, fire & security systems – less the cumulative value of free services provided to the Centre by the Town under the terms of this Agreement) or to the land (including but not limited to preparation of previously untilled land for growing, investment in new orchards or new permaculture or silviculture areas or the planting of trees and new gardens,) on the Farm by or on behalf of the Centre;

   (h) "Invitee" shall mean a person who is impliedly or expressly invited into the Farm for a purpose connected indirectly or directly with the Centre's business;

(i) "Lease" or "Agreement" shall mean this agreement and the terms and conditions set out herein as amended from time to time;

(j) "Operating Costs" shall mean all costs directly or indirectly associated with the operation and maintenance of the Farm save and except any expressly stated exclusion;

(k) "Permit" shall mean the provision of consent by the Town giving its consent to the Centre to issue a Facility Permit for the occupancy and/or use of a portion of the Farm by persons or groups other than the Centre or the Town on specific terms and conditions as set out in this Agreement.

(l) "Renewal Criteria" shall mean the criteria set out in **Appendix B,** the successful completion of which shall entitle the Centre to renew this Lease at the end of the Initial Term for an additional five (5) year term, and each such extension thereafter referred to herein as Renewal Terms.

(m) "Security System" shall mean a system of alarm mechanisms approved by the Director and installed in the Farm for the purpose of allowing the Centre full rights of entry to and from the Farm subject to the provisions contained herein;

(n) "Sublease" shall mean any use of space at the Farm or an agreement to use space at the Farm by any party, other than the Centre or the Town;

(o) "Term" shall mean the Term of this Agreement as set out in Articles 3 - 5 of this Agreement, and where the context requires, any renewal or extension thereof unless earlier terminated. The initial term shall be referred to as Initial Term and subsequent terms, if any, shall be referred to as Renewal Terms; and

(p) "Termination Fee" shall mean the payment to be made by the Town to the Centre under the terms of Article 47 (a) and Appendix C.

(q) "Town" shall mean The Corporation of the Town of Georgina as governed and directed by Council.

LANDS AND PREMISES

2. The Town represents and warrants that it is the registered owner in fee simple of the Farm and the Farm Extension and has the authority to enter into this Lease.

TERM

3. This Lease shall commence and be effective on the date that it is noted above and shall end on June 24, 2020, an Initial Term of five (5) years.

4. At the end of the Initial Term, should the Centre have met the Renewal Criteria associated with the end of the Initial Term, the Centre will have the unilateral option to renew this Lease under the same terms and conditions for a five (5) year Renewal Term. At the end of this first Renewal Term, should the Centre have met the Renewal Criteria that apply for the end of this first Renewal Term, the Centre will have the option to renew this Lease under the same terms and conditions described herein for an additional five (5) year period, (the "second Renewal Term"). At the end of the second Renewal Term, should the Centre have met the Renewal Criteria that apply for the end of this second Renewal Term, the Centre will have the option to renew this Lease under the same terms and conditions described herein for an additional five (5) year period (the "third Renewal Term").

OWNERSHIP OF THE FARM

5. The Centre acknowledges and agrees that:

   (a) the Farm, and any and all permanently installed, non-movable improvements thereon, now constructed or that may be constructed on the Farm during the Initial Term or any Renewal Term, are the exclusive property of the Town;

   (b) all right, title, interest, estate, trust and property of the Town shall be owned by and vest with the Town and be the property of the Town; and

   (c) upon termination (except under subsection (a) of Article 47 hereto), cancellation or expiry of this Agreement, or in the event the Centre does not meet the criteria set out in Article 47(b)(iv) and/or Appendix B, the Parties agree that the Town shall not be obligated to pay any undepreciated Improvement costs associated with permanently installed, non-movable improvements to the Farm or its appurtenant works that the Centre may have completed to accommodate its own operations.

USE OF FARM

6. The Centre shall only use the Farm for the objects and uses set out in this Lease Agreement or as may subsequently be agreed to by the Town at the request of the Centre, such requests not to be unreasonably withheld.

7. Assuming that at least $225,000.00 has been raised/committed by the Centre to the Farm project as of March 31, 2016, the Farm Extension

property will be included in the terms of the Lease starting April 1, 2016.

8. At the end of the fourth year of this Agreement, the Centre may apply to the Town, in a written application submitted to the Chief Administrative Officer, for a lease amendment to increase the acreage included in the terms of the current Lease beyond the Farm and/or the Farm Extension. The application will include a full description of the use to which the Centre intends to put the additional acreage, any partners that will be involved, and a business plan that demonstrates the financial viability of this new endeavour. The Town will address this request and respond to the Centre within ninety (90) days, and will not unreasonably withhold their approval of such lease amendment.

RENT AND OTHER PAYMENTS

9. "Rent" means all amounts payable by the Centre to the Town in accordance with this Section, and includes Additional Rent.

9.1 The Centre covenants with the Town to pay all rent, and that all other sums required under this lease to be paid by the Centre to the Town shall be deemed to be rent, whether or not specifically designated as such in this lease.

9.2 AND, The Centre covenants to pay all business taxes in respect of any business carried on by the Centre or its assigns in and upon or by reason of their occupancy of the premises hereby demised, and to pay all taxes and rates, parliamentary or otherwise, assessed against the demised premises on account thereof and all taxes upon personal property or income of the Centre and its assigns as well as all license fees or other taxes imposed upon the property, business or income of the Centre and its assigns;

10. The Centre undertakes to pay for and/or install at the Farm the following pieces of basic infrastructure required to make the property usable for commercial purposes, with the payment of such costs documented to the Town's satisfaction:

i) the connection of the Farm to the municipally-owned water and sewage systems, at a cost not to exceed **$40,000.00**;

ii) the installation at the Farm of 400A electricity service and commercial grade gas service, at a cost not to exceed **$55,000.00**;

iii) the Centre shall reimburse the Town for all electricity and gas usage at the Town's bulk commodity purchase price;

iv) the installation of a fire and security system that meets code at a cost not to exceed **$40,000.00**; and

v) the upgrade of the entrance way to the Farm and construction of a parking lot to accommodate visitors to the site;

In recognition of the fact that the Centre will cover these costs, the Town agrees to provide the following ongoing services to the Farm at no cost to the Centre until such time as the total cumulative cost of such services (documented by the Town to the Centre's satisfaction) equals the total amount spent by the Centre on installation of such basic infrastructure – after which time the Centre will pay for any such services provided by the Town to the Centre. The services to be provided by the Town to the Farm includes:

- Water and sewage services
- Grass cutting / grounds maintenance services

COVENANTS OF THE CENTRE

11. The Centre covenants with the Town:

(a) to observe and perform all the covenants and obligations of the Centre under this Agreement;

(b) to not cause or permit to be caused any waste, damage, disfiguration or injury to the Farm, nor permit or suffer any overloading of the floors, walls or any other part of the Farm, and shall not use or permit to be used any part of the Farm for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in or at the Farm;

(c) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations now or hereafter in force affecting the Farm, including the obtaining of all necessary permits and licenses, and to save the Town harmless from any liability or cost suffered by it as a result of failure of the Centre to do so;

(d) to ensure that nothing is done or kept at or on the Farm which is or may be a nuisance, or which causes damage to or interference with normal usage of any adjoining property, provided that the use and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance. The Parties understand and agree that the Farm is intended to serve as a public facility for use by residents of the Town and other Invitees. Should any public event held at the Farm lead to complaints by neighbours, the Parties will negotiate in good faith to resolve such complaint in such a manner as to enable the Centre to continue to host public events on the premises.

(e) to keep the Farm in a clean and well-ordered condition;

(f) not to erect, paint, display or affix any signs, buildings or other structure on the Farm without the written consent of the Chief Administrative Officer and receipt of any permits which may be required and that such consent may not be unreasonably withheld;

(g) not to store flammable or explosive substances at or on the Farm;

(h) to provide the Town with a list of 24-hour emergency contact personnel who will respond when contacted in the event of an Emergency;

(i) to accept the Farm in the condition existing at the effective date of this Agreement;

(j) to provide at least twenty (20) hours per calendar quarter of free programming on the Farm and/or Farm Extension properties, subject to the proviso that the Centre reserves the right to limit the number of participants in such programming (based on reasonable logistical considerations) and to require participants for certain types of programming to pre-register. In addition, it is also understood that public access to the premises will be available through programming provided on a reasonable fee for service basis and targeted at a broad cross-section of the Town's residents;

(k) to participate as a partner, acting in good faith, to assist the Town in its development, fundraising, business planning and operation of the community hub commonly referred to as "The Link". Such partnership may include becoming a tenant and/or operating food growing programs at The Link and/or participating actively in the promotion of a farmers market to be held at The Link, etc. The Town and the Centre acknowledge that it is too early to determine the exact nature of this partnership, but the Parties agree to explore the aspects of this potential partnership and act in the best interests of both parties; and

(l) to enter into discussions with the Town, acting in good faith, about the possibility of the Town providing value (in cash or in kind) to the Centre in exchange for payment to the Town by the Centre of royalties on profits generated on sale of food produce or products grown on the Farm.

COVENANTS OF THE TOWN

12. The Town warrants and covenants with the Centre as follows:

(a) to provide for quiet enjoyment of the Farm by the Centre during the Initial Term and Renewal Terms, subject to the terms and conditions of this Agreement, and to take all reasonable actions to permit the Centre to construct and/or modify buildings or facilities at the Farm in order to support the Centre's business plan;

(b) to observe and perform all the covenants and obligations of the Town under this Agreement, and to take all reasonable actions to ensure that compliance is timely so that the Centre is able to secure access to water, and to other necessities the securing of which require the Town's cooperation;

(c) at all times to permit free, uninterrupted and unobstructed rights of ingress to and egress from the Farm to be enjoyed by the Centre, its servants, workers, Invitees, employees, vehicles, supplies and equipment subject to the provisions contained herein;

(d) to provide the Centre with a list of 24-hour emergency contact list for those personnel who should be contacted in the event of an Emergency;

(e) if the Town, acting after the date of this Agreement to conclude or renew lease agreements with any other not-for-profit tenants in connection with Town-owned premises, confers material additional rights or benefits on any of such tenants or removes any constraints on their use and enjoyment of their Town-owned properties or eliminates or restricts charges associated with use of such properties (collectively "Additional Benefits") that are not included in this Agreement, the Town will immediately act to amend this Agreement to include any such Additional Benefits; and

(f) to reach mutual agreement with the Centre about the Town's plans to maintain, and to provide access to the property labelled as C in Appendix A so as to protect the interests of both Parties.

DATA AND TELECOMMUNICATIONS

13. The Centre shall pay and be responsible for all costs associated with data and telecommunications services within the facility to support its activities. This includes all hardware, software and contracted service provision, including, but not limited to: telecommunication services, internet services, personal computers, servers, switching equipment, receivers and transmission equipment, multi-media and display equipment.

14. The Centre agrees that all cabling and hardware installation work for the data and telecommunications services must be performed by qualified and licensed personnel.

FARM IMPROVEMENTS

15. The Town and Centre agree that the Centre may carry out any Improvements required to support its use of the Farm and its delivery on its Renewal Criteria; provided that the CAO authorizes the same through authority as delegated by Council, such authorization covering:

    i) approval of the proposed Improvements, and;
    ii) approval that each such Improvement is accepted for compensation in accordance with Article 47 and Appendix C of this Agreement.

    Provided further that the Centre is responsible for securing all appropriate licenses and permits, ensuring that all Improvements meet municipal, provincial and federal codes, laws and by-laws. In the event that the Centre wishes to proceed with Improvements authorized by the CAO but not approved for compensation in accordance with Article 47 and Appendix C of this Agreement, the Centre may to do so at its own risk.

16. The Centre covenants and agrees that any and all Improvements made to the Farm shall, upon termination or expiry of this Lease (including any Renewal Terms), become the property of the Town and the Centre covenants and agrees at that time to release all rights or claims over such improvements.

LIENS AND ENCUMBRANCES

17. The Centre will not permit, do or cause anything to be done to the Farm whereby any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever is imposed on title to the lands and, if any such matter is registered on title to the lands due to the Centre's actions or inactions, the Centre will discharge the same within ten (10) days after receipt of notice thereof from the Town, failing which the Town shall be entitled to make such payment or take such action as may be expedient to discharge it and the Centre shall immediately reimburse the Town for all of its costs thereof, including all legal fees and disbursements.

18. Notwithstanding the above Article 17, in connection with its use of the Farm and its purchase of assets to support this use, the Centre may permit a mortgage or charge to be imposed on title to any such assets purchased by the Centre (and only on title to the assets) in accordance with common business practices.

TAXES

19. Under the terms of this Lease, the Town will not attempt to charge any add-on costs or impose any taxes on the Centre other than those identified in Articles 9 and 10.

SMOKE-FREE ENVIRONMENT

20. The Centre acknowledges that the Farm is designated as a smoke-free facility and agrees that its members, agents, employees, guests or Invitees shall adhere to all provisions regarding no smoking in and at the Farm, failing which the Town may take any and all actions it deems necessary to ensure compliance with such no-smoking provisions.

FIRE SAFETY AND SECURITY

21. The Centre will maintain a complete, current and approved fire safety plan for the Farm, and will provide a hard copy and digital copy of the plan to the Town. The Centre agrees to comply with the fire safety plan and all applicable laws now or hereafter in force concerning fire safety,

22. The Centre will, at its own expense, install a Security and fire monitoring system that meets applicable standards for such systems; **provided, however**, that the cost of such system does not exceed that set forth in Article 10. Any costs in excess of such amount will be paid for by the Town. As mentioned above, the Town will arrange to have the systems monitored at the Town's cost under the Town's security/fire monitoring contract. The Centre and Town will cooperate to conduct one (1) fire drill per year.

PERMITTING OF FACILITY

23. If the Centre chooses to issue Permits for the use of a portion of the Farm by other users, it shall administer its own system to issue Permits that shall be subject to:

    (a) The Town's Municipal Alcohol Risk Management Policy, which may be amended by the Town from time to time;
    (b) The Centre shall be responsible for ensuring that all necessary permits, licenses and approvals from agencies having jurisdiction have been obtained.

24. The Centre covenants to indemnify and save harmless the Town, its agents, servants, Council Members, employees or contractors from all claims, actions, costs and losses of every nature whatsoever relating to the issuance or use of any Permit issued by the Centre for use of the Farm including, without limitation, legal fees and disbursements arising during the Term or any Renewal Term, extension or overholding thereof if any, and caused by the Centre or those for whom it is at law responsible.

OPERATING HOURS

25. The Centre shall be free to set its own hours of operation.

APPLICABLE LAWS

26. The Centre agrees to comply at its own expense with all applicable laws now or hereafter in force of any governmental or quasi-governmental body (including federal, provincial and municipal bodies) or regulations, requirements, by-laws or orders pertaining to the management, operation and use of the Farm, the condition of the Improvements, fixtures, furniture and equipment installed therein, and the making of any repairs, changes or improvements therein on the Centre's behalf.

27. The Centre agrees to ensure that all Centre staff comply with any and all applicable laws, statutes, regulations, notices and orders, whether federal, provincial, municipal or otherwise, including but not limited to Regional Health Department clearances, and the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended from time to time, the Workplace Hazardous Material Information System requirements, and Health Department permits at any time in effect during the currency of this Agreement. Any permits and licenses required by the Centre to permit its operation shall be obtained by the Centre at its sole cost. Any costs incurred or required to meet compliance with any and all of the said applicable laws, statutes, regulations, notices and orders, shall be at the sole expense of the Centre.

28. The Centre shall use and occupy the Farm in a safe, careful and prudent manner so as not to contravene any law.

DAMAGE OR DESTRUCTION

29. In the event of damage to or destruction of the Farm, the Centre shall notify the Town immediately of such damage or destruction occurring. To the extent that the Farm or any substantial part thereof is rendered not reasonably capable of use by the Centre, as agreed upon by the Parties (such agreement not to be unreasonably withheld), then the Centre may terminate this Agreement on written notice given to the Town within thirty (30) days after the occurrence of such damage or destruction; provided, however, that if the Centre elects to give the Town such notice, it will pay the Town up to $25,000.00 of the documented costs for such work as a contribution towards the cost of cleaning up any debris left on the Farm property.

30. The Centre shall agree that the Farm and equipment used by the Centre may be inspected at any time by the Town, and if notice is given to the Centre of any material condition which is non-compliant with existing regulations governing such Farm or equipment, the Centre will immediately remedy the condition to the satisfaction of the Town.

31. The Centre shall be responsible for any damage, destruction or injury

caused to the Farm as a result of the activities of the Centre, its officers, servants, employees, agents, guests, and Invitees and shall pay all costs and expenses necessary to bring the Farm back to the condition the Centre was in before the damage, destruction or injury took place.

32. The Centre shall cover any cost of any repairs or replacement items required for the safe operation of the Farm resulting from any damage, destruction or injury caused by the Centre's use, including by its officers, servants, employees, agents, guests, and Invitees.

INDEMNITY

33. Notwithstanding any other terms, covenants and conditions contained in this Lease, the Centre shall promptly indemnify and hold harmless the Town from and against any and all claims in connection with any injury or any loss or damage to property arising from or out of this Agreement, or any occurrence in, upon or at the Farm, or the occupancy or use by the Centre of the Farm, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act or omission of the Centre or by any person permitted to be on the Farm premises by the Centre.

34. The Centre shall further indemnify and save harmless the Town from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Town shall or may become liable for or suffer by reason of: (a) any breach, violation or non-performance by the Centre of any covenant, term or provision set out in this Agreement; or (b) any breach, violation, or non- performance by the Centre of any covenant, term or provision set out in any agreement it may have with a third-party, member of the Centre, Board member, or employee of the Centre.

INSURANCE

35. At all times during the Term, the Centre shall maintain at its own expense:

(a) Comprehensive General Liability insurance; and

(b) all risk.

36. Such insurance shall be placed with an insurer acceptable to the Town:

(a) Comprehensive General Liability Insurance to an amount not less than Five Million Canadian Dollars ($5,000,000.00 CAD) per occurrence. Coverage shall include but not limited to bodily injury, personal and advertising injury, property damage including loss of use thereof, contractual lability, tenants legal lability, premises and completed operations and shall contain a cross-liability clause

protecting the Town against claims by the Centre as if it were separately insured. The Town shall be added as an additional insured.

(b) All Risk Property Insurance on its Chattels in the care, custody and control of The Centre, including but not limited to, equipment, vehicles, computer hardware and software, office equipment, and fixtures on, in or around the Farm for its full replacement value unless agreed to otherwise by the Town. Coverage shall also include business interruptions insurance in the form of "Rental" up to a full twelve months. The insurance will contain a waiver of subrogation rights against the Town and against those for whom it is, in law, responsible. The Town shall be named as a loss payee but only with respect to where the Town's interests may appear.

37. (a) The Insurance shall be maintained throughout the term of this Agreement, including any and all Renewal Terms, satisfactory to the Town with respect to the obligations and responsibilities expressed in this Agreement in amounts equal to or in excess of the minimum requirements set out herein.

(b) Prior to the execution of this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Centre shall promptly provide the Town annually with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

(c) All applicable deductibles under the required insurance policies are at the sole expense of the Centre.

(d) All policies shall apply as primary and not as excess of any insurance available to the Town.

The Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated herein have been met. The insurance policies must contain a clause that such insurance will not be cancelled or changed without the Town first having received not less than thirty (30) days written notice of such cancellation or change.

38. The Centre shall not by any act or omission cause any policy of insurance relating to the Farm to be cancelled, or the Farm or any part thereof to be made uninsurable. In the event the Centre so causes any such insurance policy to be cancelled or so causes the Farm or any part thereof to be made uninsurable, then the Town may, at its sole option (provided it has provided reasonable written notice to the Centre to cure such situation, and the Centre has failed to commence or is not diligently proceeding to

cure the situation, and subject to force majeure) either:

(a) terminate this Agreement with no termination fee applicable, and, following such termination, the Centre shall forthwith deliver up vacant possession of the Farm to the Town in the condition it is required to be maintained hereunder; or

(b) enter upon the Farm and remedy the condition, at the Centre's sole expense.

SUBLETTING AND ASSIGNING

39. The Centre shall not sublease the whole or any part of the Farm, notwithstanding any statutory or other provision to the contrary, without the written permission of the Town. The Centre is allowed, however, to issue a Permit to others to use a part of the Farm in accordance with the provisions of this Lease. Notwithstanding this Article, in the event that the tax assessment levied on the Centre by MPAC and the Town on any portion of the Farm can be materially reduced by subletting a portion of the Farm to an entity related to the Centre, the Town will allow the Centre to execute such a sublease provided that the terms of such sublease are materially similar to this Agreement and that the Centre remains responsible for the actions or such sub-lessee.

40. The Centre shall not assign this Lease, notwithstanding any statutory or other provision to the contrary.

41. Except as aforesaid, a change in the corporate structure of the Centre that results in a change in control of the Centre shall be deemed to be an assignment of this Agreement and all of the Town's remedies in the event of a default of this Agreement shall apply. The Centre shall give the Town access to its pertinent corporate records, from time to time, on three (3) days notice, in order to determine whether a change in control or corporate structure has taken place.

MATERIAL DEFAULT BY THE CENTRE

42. In the event of material default of any Article or term of this Agreement by the Centre, where material default shall mean the failure by the Centre to perform or comply with any of the covenants, terms or conditions set out in this Lease Agreement and such default continues for thirty (30) days after receipt of written notice from the Town setting out the specifics of such default, and the Centre has not rectified the default within the said thirty (30) day period, the Town may:

(a) terminate this Agreement and enter and take immediate possession of the Farm;

(b) remove all persons and property from the Farm;

(c) remove any Chattels and store them in a public warehouse or elsewhere on the Centre's behalf at the sole cost of the Centre; and

(d) recover any loss, damage or expense incurred by the Town by reason of any default by the Centre.

If this Agreement is terminated due to material default, no compensation is payable to the Centre under Section 47 or any other Section of this Agreement.

BANKRUPTCY OR INSOLVENCY

43. If, at any time during the Term of this Lease, any of the goods or Chattels of the Centre at the Farm are seized or taken in execution or attachment by a creditor of the Centre, or if the Centre or a guarantor or indemnifier of this Agreement makes an assignment for the benefit of creditors or a bulk sale from the Farm, or if a receiver-manager is appointed to control the conduct of the business on or from the Farm, or if the Centre becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or if any order is made for the winding-up of the Centre, or if the Farm, without the prior written consent of the Town, becomes and remains vacant for a period of thirty (30) days or is used by any person other than those entitled to use it under the terms of this Agreement, or if the Centre, without the prior written consent of the Town, abandons the Farm, the Town may re-enter and take possession of the Farm as though the Centre or the servants of the Centre or any other person of the Centre were holding over after the expiration of the Term and this Agreement, at the option of the Town, shall forthwith become forfeited and determined. In every one of the cases any amounts payable under this Agreement will be recoverable by the Town.

REMEDIES CUMULATIVE

44. The Town may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Centre, either by any provision of this Agreement or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Town by statute or the general law.

WAIVER

45. The extent to which the Town overlooks or excuses a default by the Centre of any obligation hereunder shall not operate as a waiver of such

obligation in respect of any continuing or subsequent default, and no waiver shall be effective unless expressed in writing. The acceptance of any amounts payable to the Town from the Centre or any other entity will not be considered to be a waiver of a breach by the Centre of its obligations hereunder regardless of the knowledge of the Town of the breach at the time of acceptance of any amounts payable.

ENTRY BY TOWN

46. Notwithstanding any other provisions of this Agreement, the Town may enter the Farm without notice to the Centre at all reasonable times during agreed-upon regular operating hours for the purpose of inspecting and maintaining the Farm and for any such other purpose as the Town may consider necessary for the protection and maintenance of its interest under this Agreement and to perform any such duties detailed in this Agreement, but always provided that the Town shall not unreasonably interfere with the normal business activities and operations of the Centre. The Parties agree that in the event of an Emergency, the Town may enter the Farm without notice to the Centre at any time.

TERMINATION

47. This Agreement may be terminated by:

(a) the Town, at any time following the Initial Term, upon six (6) months written notice. The Parties agree than any sale by the Town of the Farm or Farm Extension during the Term of this Agreement will constitute a termination thereof for the purposes of this article. In this case, the Town will pay the Centre a Termination Fee to compensate the Centre for (i) the un-depreciated capital costs associated with Improvements made and paid for by the Centre, according to the calculation set forth in **Appendix C**, and (ii) the costs to the Centre of relocating its operations according to the calculation set forth in **Appendix C**.

(b) the Town at anytime, without notice, if:

i. the Centre declares bankruptcy;

ii. a receiver is appointed on account of the Centre's insolvency or in respect of any of its property;

iii. the Centre makes a general assignment for the benefit of creditors; and

iv) the Centre has not raised from third parties at least one million Canadian dollars ($1,000,000.00) in capital for the purpose of improving and operating the Farm, within twenty four (24)

months following the date of this Agreement.

(c) the Centre, at any time, upon six (6) months' written notice.

48. Upon termination of this Agreement, the Centre at its own risk and sole expense (subject to subsection (a) of Article 47 hereto), covenants and agrees to remove from the Farm within ninety (90) calendar days, any Chattels belonging to it, with all damage, if any, caused by such removal made good by the Centre, and to leave the Farm in a neat and clean condition and free of all waste material, debris and rubbish. If the Centre does not remove same from the Farm within the ninety (90) day period, the Town may without notice to the Centre enter the Farm to remedy the default and shall invoice the Centre for all costs associated with same.

NOTICES

49. Any notice or communication to be given under this Agreement shall be in writing, may be delivered personally or sent by facsimile, charges prepaid as described below, and shall be deemed to have been validly and effectively given and received if delivered personally, on the date of such delivery, and if transmitted by facsimile, on the date received unless in either case such notice or communication is received as the case may be after 5:00 p.m. local time or on a day other than a Business Day (being Monday through Friday both inclusive except for statutory holidays in the Province of Ontario) in which case such notice or communication shall be deemed to be received on the next Business Day. Any such notice or communication shall be addressed to the parties hereto at their addresses or facsimile numbers set out below (or such other address or facsimile number for a party as may be designated by such party from time to time by notice):

The Landlord: **Town of Georgina**
26557 Civic Centre Road
Keswick, Ontario
L4P 3G1

The Tenant: **The Ontario Water Centre**
c/o Janis McCaskill
120 Primeau Drive
Aurora, Ontario
L4G 6Z4

Either party hereto may at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in this section.

DISPUTE RESOLUTION

50. In the event that in the course of day-to-day operation, either Party believes the other Party is not complying with its commitments under this Agreement, the CAO and the Centre's director responsible for the Farm project will meet to resolve such issue. The Parties shall work together on a best-efforts basis to resolve any such issue.

51. In the event of any dispute, controversy or claim between the Parties as to any matter arising from this Agreement, the Parties may meet to discuss and attempt to resolve the dispute. In the event that the parties are unable to resolve any such dispute, controversy or claim at such a meeting, the Parties agree to resolve the dispute by arbitration in the Province of Ontario. Either Party to this Agreement may elect arbitration. The costs of the arbitrator shall be divided equally between the Parties. The decision of any arbitrator shall be binding on the Parties to the Agreement.

GENERAL TERMS AND CONDITIONS

SUCCESSORS AND ASSIGNS

52. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Town and the permitted successors and assigns of the Centre, where the written consent of the Town has been so provided.

FORCE MAJEURE

53. If and to the extent that either the Town or the Centre shall bona fide be prevented, delayed or restricted in the fulfillment of any obligation hereunder, other than with regard to any moneys due, as a consequence of any cause beyond the control of the party affected thereby that prevents the performance by such party of any obligation hereunder and not caused by its default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation, regulations or directives of any government or public authority, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood, explosion or act of God, it shall be deemed not to be a default in the performance of such obligation and any period for the performance of such obligation shall be extended accordingly and the other party to this Agreement shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

REGISTRATION

54. The Town and the Centre shall not register this Agreement on title to the land.

ACCORD AND SATISFACTION

55. No payment by the Centre or receipt by the Town of a lesser amount than the amount of any amount herein stipulated will be considered to be other than on account of the earliest stipulated amount payable, nor will an endorsement or statement on a cheque or in a letter accompanying a cheque or payment as an amount payable be considered to be an accord or satisfaction, and the Town may accept a cheque or payment without prejudice to the Town's right to recover the balance of any amount payable and/or pursue any other remedy.

NO PARTNERSHIP

56. The Town does not in any way or for any purpose become a partner of or joint venturer or a member of a joint enterprise with the Centre, as a result of the Town's execution of this Agreement.

UNAVOIDABLE DELAYS

57. Whenever and to the extent a party is unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligation or by reason of any statute, law, regulation, by- law or order or by reason of any other cause beyond its reasonable control, whether of the same nature as the foregoing or not, such party shall be relieved from the fulfillment of such obligation for so long as such cause continues. The provisions of this section however, shall not operate to excuse any party from the prompt payment of amounts owing hereunder.

AMENDMENT TO BE IN WRITING

58. No alteration, amendment, change or addition to this Agreement will bind the Town or the Centre unless in writing and signed by their authorized representatives, or unless otherwise provided for in this Agreement.

RECITALS

59. The Parties hereby represent and warrant to each other that the recitals expressed above are true in substance and in fact. The Town and Centre hereby confirm, adopt and incorporate the recitals into this Agreement.

APPENDICES

60. The Parties agree that the Appendices attached to this Agreement, being Appendices "A" through "C" inclusive, are integral to and form part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals, attested to by the hands of their proper signing officers duly authorized in that behalf, as at the date first above written.

THE CORPORATION OF THE TOWN OF GEORGINA

Per: Margaret Quirk
Margaret Quirk, Mayor
Date: Aug 13/15

Per: John Espinosa
John Espinosa, Town Clerk
Date: August 13, 2015

ONTARIO WATER CENTRE

Per:
Annabel Slaight, Chair
Date: August 5, 2015

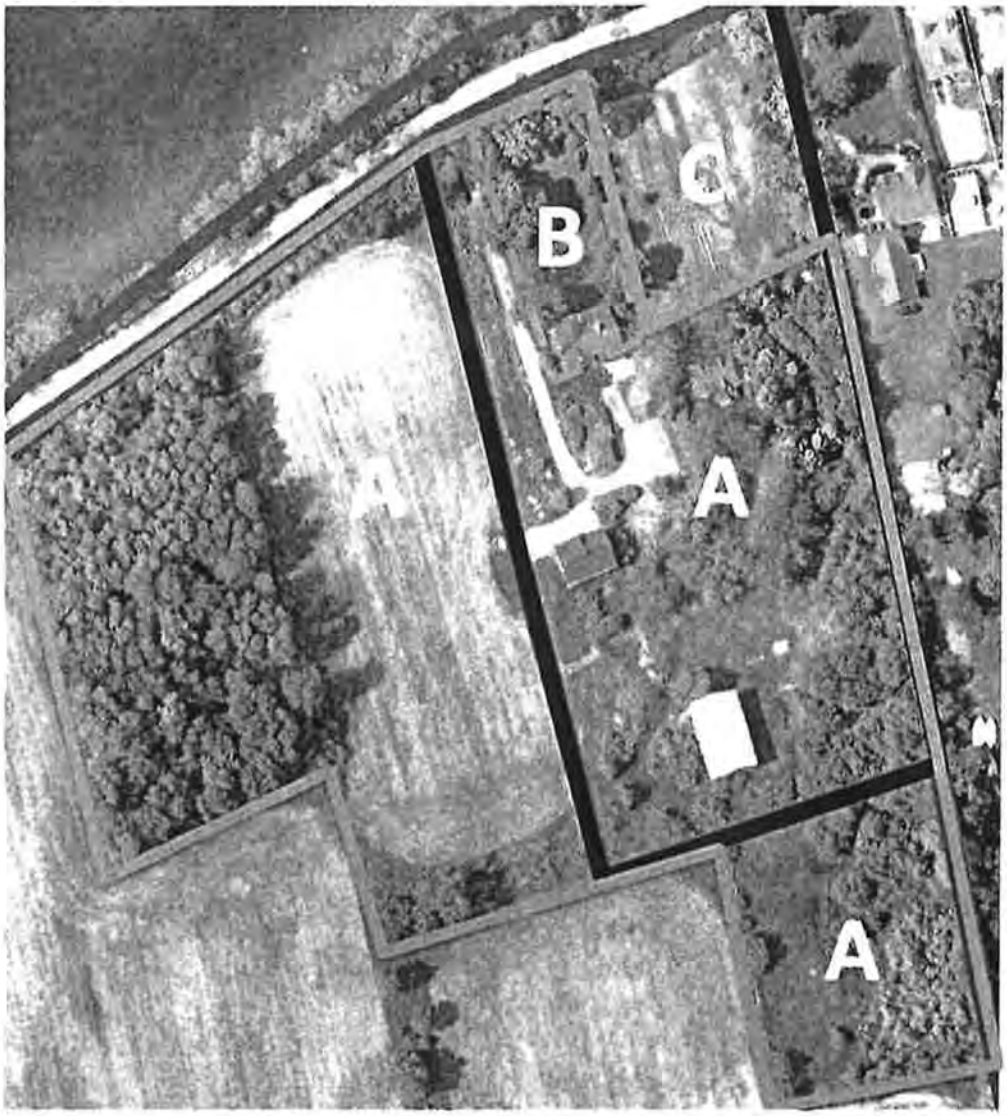
APPENDIX A

DESCRIPTION OF THE FARM PROPERTY

The "Farm" refers to a portion of the properties located at 481 Lake Drive East, and legally described as part of Part 1, 65R-3436 and part of Part 2, 65R-3436. Portions within the "Farm" parcel are indicated as 'A' below.

The "Farm Extension" refers to land legally described as part of Part 1, 65R-3436. Lands within the "Farm Extension" parcel are indicated as 'B' below.

Note: Lands indicated as 'C' are not included in this agreement.



APPENDIX B

RENEWAL CRITERIA

Provided the following criteria are met at the end of each of the following lease terms below, the Centre shall have the right to extend its Lease for an additional Renewal Term:

At the end of Initial Term:

- Full-time jobs located in Town of Georgina: At least 8
- Annual expenditures paid to individuals living, or businesses with offices, in Georgina: At least $600,000

At the end of First Renewal Term:

- Full-time jobs located in Town of Georgina: At least 12
- Annual expenditures paid to individuals living, or businesses with offices, in Georgina: At least $900,000

At the end of Second Renewal Term:

- Full-time jobs located in Town of Georgina: At least 15
- Annual expenditures paid to individuals living, or businesses with offices, in Georgina: At least $1,200,000

APPENDIX C – METHOD FOR DETERMINING TERMINATION FEE FOR UNDEPRECIATED EXPENDITURES RELATED TO IMPROVEMENTS TO AND ON THE PROPERTY & RELOCATION COST

The Termination Fee to be made by the Town to the Centre under the terms of Article 47(a) will be calculated as follows:

1. **Undepreciated capital costs associated with Improvements:**

   The Termination Fee shall be based on Improvements and will be calculated by depreciating over a 20-year period on a straight-line basis, any and all documented expenditures, subject to review and verification by the Town, and related to Improvements to and on the property (beginning in the year such expenditure was made).

   No payment for undepreciated Improvements may be made to the Centre without original receipts and invoices documenting such Improvements.

2. **The costs to the Centre of relocating its operations:**

   The payment to be made will be calculated by adding:

   - The costs associated with packing all moveable items owned by the Centre at the Farm in order to be moved to a new location in Ontario;
   - The costs associated with physical transportation of such items from the Farm to a new location in Ontario;
   - The costs associated with unpacking of such items and placement into a new location.

3. **Notwithstanding any of the above, no Termination Fee shall be paid by the Town to the Centre, without submission of original receipts and invoices documenting capital expenditures incurred by the Centre which have been authorized by the Town in accordance with the provisions of Article 15.**

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. CAO-2015-0011

FOR THE CONSIDERATION OF COUNCIL SEPTEMBER 23, 2015

SUBJECT: LAKE DRIVE – SHORELINE JURISDICTION AD HOC COMMITTEE

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1. **RECOMMENDATION:**

   1. **That Report CAO-2015-0011 regarding Lake Drive – Shoreline Jurisdiction Ad Hoc Committee be received.**

   2. **That the Lake Drive – Shoreline Jurisdiction Ad Hoc Committee be created.**

   3. **That Mayor Quirk, Councillor Fellini and Councillor Neeson be the Town's political representatives on the Committee.**

   4. **That staff support the Committee as required.**

   5. **That Alan Direnfeld, Susan Jagminas, John Ecclestone and Deyril Blanchard be appointed to the Committee.**

   6. **That an Eastbourne representative, yet to be determined be appointed to the Committee.**

   7. **That staff advertise the opportunity for 1-3 additional Committee members.**

   8. **That inclusion of a representative of Hedge Road be considered.**

   9. **That staff draft Terms of Reference for the Committee and submit to Council for approval.**

2. **PURPOSE**

   To recommend the creation of an Ad Hoc Committee to inform the decision making process related to Lake Drive – Shoreline Jurisdiction policy creation.

   To recommend the appointment of members to the Ad Hoc Committee.

3. BACKGROUND

On July 14, 2015 Report OED-2015-0025 was considered by Council. Council subsequently adopted the following resolution:

Moved by Councillor Davison, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0511

1. That Council receive Report No. OED-2015-0025 prepared by the Operations and Engineering Department dated July 14, 2015 regarding Lake Drive North and East – Policy re Shoreline Development.

2. That staff report back with drafts of the proposed policies and agreements.

3. That staff communicate to the public that this matter is before Council and advertise the dates of any forthcoming reports.

4. That staff use the resources of Lidor GPS Mapping Contractor to establish a baseline of existing structures and modifications to the lake side of the travelled portion.

Carried.

In response to the report, members of the community began to communicate their concerns to the Town, via Council and via staff. Staff have been maintaining a record of all inputs received.

On September 3, 2015 representatives of the Lake Drive Legal Defence Fund on Behalf of Lake Drive Waterfront Owners met with representatives of the Town to pose questions pertaining to the matter (see Attachment 2). During this meeting the suggestion of the Town creating an Ad Hoc Committee was contemplated.

On September 8, 2015 the Lake Drive Waterfront Owners held a Town Hall meeting for Lake Drive residents.

Subsequent to the residents' meeting, the Town received confirmation of the desire for resident participation on such an Ad Hoc Committee.

4. ANALYSIS

The creation of an Ad hoc Committee would assist in facilitating Council's direction that the community be informed of subsequent efforts on this matter.

The Terms of Reference for the Committee would include the creation of communication protocols. Formally adopted communication protocols would ensure that communication on the matter is coordinated, accurate, fulsome and productive.

5. FINANCIAL AND BUDGETARY IMPACT

The creation of an Ad Hoc Committee does not have any financial implications. The efforts of the Committee may have financial implications that will either be absorbed into operating budgets or identified in the 2016 Budget process.

6. PUBLIC NOTICE REQUIRMENTS

Typically the availability of positions on Town Committees is advertised to the public, applications are received and considered.

In this situation, preliminary discussions have taken place with interested parties and those discussions should be dealt with in good faith. To ensure equity of access of the broader public to the Committee, it is recommended that the availability of 1-3 additional seats on the Committee be advertised to the public.

As per Council direction on July 14, 2015 staff communicated that this report is before Council.

7. CONCLUSION

The creation of an Ad Hoc Committee to inform the decision making process related to Lake Drive – Shoreline Jurisdiction policy creation, is deemed to be a positive endeavor that would recognize the significance of this matter of community interest.

Prepared by:

Winanne Grant, B.A., AMCT, CEMC
Chief Administrative Officer

Attachment 1 – Questions to Council and Staff from the Lake Drive Legal Defence Fund on Behalf of Lake Drive Waterfront Owners

Questions to Council and Town Staff ... September 3rd, 2015

From the Lake Drive Legal Defence Fund on behalf of Lake Drive waterfront owners

Introduction

Mayor, Councillors, and Town Staff, we thank you for meeting with us today. Throughout the meeting that follows we ask you to *think* about this opening statement ...

If YOU as Town representatives were to change places with the waterfront residents, would YOU have an alternate viewpoint other than the suggested encroachment agreement and embedded indemnification requirements?

We also want you to think about, and answer at the end of this meeting:
WHAT IS THE VISION FOR THE LAKE DRIVE ROADS?

WHAT IS THE HARD CORE PLAN AND TIMING?

QUESTIONS:

1) WHY WAS HEDGE ROAD LEFT OUT OF OED 2015-0025? THE INDEMNIFICATION ISSUES STATED SHOULD EQUALLY APPLY TO ALL THE INDIRECT LAKEFRONTS.

2) IS THE TOWN, EITHER ITSELF OR THROUGH A THIRD PARTY PURSUING AN AUDIT OF RESIDENTS DEEDS?

3) HAS THE TOWN CONSIDERED THE ISSUE OF PROPERTY VALUES BEING IMPACTED? HOW IS THE TOWN ADDRESSING THIS?

4) On what basis is the GPS mapping being done? For example is the Town using the existing plans of subdivisions to do the mapping? What did the Town instruct the parties performing the mapping to do? Is the mapping letting us know what the actual coordinates of the road are OR is it mapped out based upon data in the subdivision plans indicating where the road SHOULD be?

5) The road allowance of 66 feet from the shoreline ... to what shoreline are they referring? Is it based upon a pegged year for a HIGH water mark?

6) The ministry has long approved filling in of the lake bed and consequent pushing out of the shore line. Does the road start from where we pushed it out or from some place closer to the traveled portion such that the filled in Lake Bed is Ministry lands over which the Town has no control?

7) To the extent that a portion of most front yards are in fact a part of the road allowance, is it the Town's intention to reclaim it for the Town's own use?

8) To the extent that a portion of the lake fronts are in fact a part of the road allowance, is it the Town's intention to reclaim it for the Town's own use?

9) IS THE TOWN PLANNING ANY EXPROPRIATIONS?

10) Is the Town willing to consider selling the lake front portion of the road allowance to the property owners?

Preamble to the next questions: In the staff report presented to Council on July 14, it states that "staff has determined that encroachment agreements are a viable tool to be used by the Town to control the shoreline development in question". This raises **three** questions:

11) What other tools did they explore? In other words, what research or "analysis" (as suggested in the staff report) did they undertake to come to that conclusion?

12) If the issue is shoreline development, how do encroachment agreements resolve this? Would the passing of by-laws or other regulations that impose a certain standard on development not resolve this?

13) Why is the Town not following its own policy on public consultation on this issue?

14) Why do I need to pay for insurance to indemnify the Town to cross a road allowance to get to my dock on the lake bed? The only way that I would consider

paying for insurance is if I am allowed to buy the lake front or in return for the exclusive use of the lakefront.

15) What responsibilities, if any, is the Town admitting to with respect to the road allowance? For example, drainage, ditches, culverts?

16) Are hedges and/or fences that block views going to be required to be removed, or reduced to a 4 foot height to improve the scenic route as part of the Town's future actions subsequent to its enacting OED-2015-0025?

CONCLUDING REMARKS

As waterfront owners we respectfully suggest there is always a middle ground ... and it COULD BE right where it has always been ... ***We would rather have a negotiated solution rather than the one being considered or imposed as it stands ..***

We come back to our first question we asked you to think about:

WHAT IS THE VISION FOR THE LAKE DRIVE ROADS?

WHAT IS THE HARD CORE PLAN? WHAT IS THE TIMING?

We as Lake Drive residents need to understand the PLAN for the Lake Drives. We need a resolution so that the Town does not repeat their actions every decade or less, forcing us to take legal action to defend ourselves.

What is the Town's plan to resolve this?

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT CAO-2015-0012

FOR THE CONSIDERATION OF COUNCIL SEPTEMBER 23, 2015

SUBJECT: TOWN SOLICITOR OPTIONS

1 RECOMMENDATIONS:

1. **That Council receive Report No. CAO-2015-0012 prepared by the Office of the Chief Administrative Officer dated September 23, 2015 respecting Town Solicitor Options.**

2. **That the current contract with Ritchie, Ketcheson, Hart and Biggart LLP be extended to December 31, 2017 with the option to cancel with sixty days' notice.**

3. **That the proposal from Ritchie, Ketcheson, Hart and Biggart LLP for interim day to day legal services be accepted and that the CAO report on a 6 month basis on the degree of utilization.**

2. PURPOSE

To recommend that the general municipal legal needs of the Town be served via the extension of the current contract with Ritchie, Ketcheson, Hart and Biggart LLP (RKHB) and via the acceptance of that firms' proposal for interim day to day legal services.

3. BACKGROUND

Prior to January 1, 2012 the majority of the Town's general municipal and litigation legal needs were provided by Cassells Brock LLP.

In 2011 the Town researched the option of moving forward with a hybrid approach to legal services. With the growth of the municipality, its day to day legal needs were increasing and the hybrid model was proposed to ensure cost effectiveness of service moving forward. The hybrid approach included part time in house legal counsel to service day to day matters, and a contract for supplementary services when needed due to volume or to access specific areas of legal expertise. The ability to pursue the hybrid model was based on the fact that a shared service option was available to the Town with a neighbouring municipality.

On January 1, 2012 the Town of Georgina and the Town of Whitchurch-Stouffville embarked on a shared legal service arrangement with respect to general municipal legal services. Mr. Michael Bigioni was hired as Town Solicitor by the Town of Whitchurch-Stouffville and his services were in turn contracted to the Town of Georgina. Mr. Bigioni's services were dedicated to the Town of Whitchurch-Stouffville sixty percent of the time, and to the Town of Georgina forty percent of the time hence the Town's day to day needs were met. The Towns also split the costs associated with Mr. Bigioni's administrative support and overhead. This shared service agreement between the two Towns expires on December 31, 2015.

To accommodate the second portion of the hybrid model, in 2012 the Towns issued a joint RFP for general municipal legal services and in October 2012 entered into agreements with Ritchie, Ketcheson, Hart and Biggart for the provision of services to December 31, 2015. These contracts include a 3 year extension option.

In 2014 it become apparent that the Town of Georgina's needs exceeded the allotment of forty percent of Mr. Bigioni's time. This was further affirmed in 2015. Due to the in-house nature of the service however, details of billable hours were not available.

In 2014 the Town of Whitchurch-Stouffville advised that upon expiry of the current shared service agreement at the end of 2015, they would be requiring one full time dedicated solicitor.

In May of 2015 Mr. Bigioni advised the Towns that he will be moving on to a new venture in his legal career and his services to the Towns would not be available as of November 2015.

4. ANALYSIS:

Day to Day Legal Matters

While the experience of 2014 and 2015 has proven that 40% of an FTE (Full Time Equivalent) is not sufficient to serve the Town's legal needs in a timely manner, it is not yet determined that the Town needs to transition to one FTE.

The shared service agreement served the needs of the two Towns very well for the period of time covered. The growth of the two municipalities and the resulting day to day legal demands however mean that another such agreement is not a viable option moving forward. The Town of Whitchurch-Stouffville has advised that they need their own dedicated legal counsel to deal with day to day matters. Staff have communicated with the other N6 municipalities to explore other shared service opportunities but in the short term none exist. Georgina therefore needs a solution that will provide day to day legal services somewhere in excess of 40% of an FTE.

The Town therefore has 2 options:

Option 1 - attempt to recruit for part time in-house legal counsel
Option 2 – expand the services of the existing firm appointed to the Town (RKHB) to accommodate the day to day needs on an interim basis as we determine our long term needs (see Attachment 1)
Option 3 – seek the services of another firm to accommodate the day to day needs on an interim basis as we determine our long term needs

The staff recommendation is to pursue Option 2 based on the following rationale:

- To recruit successfully the best approach would be to wait until such time as the recruitment would be for a full time position versus part time
- The ability of the Town to source part time legal counsel, with the experience and abilities required, is unlikely
- The Town has invested in RKHB growing their familiarity of Town staff
- The Town has invested in RKHB growing their knowledge base of Town matters
- RKHB provides the Town with a pool of legal professionals to rely upon, a pool that would be more valuable that the expertise one part time individual could offer
- Retaining new, part time legal counsel would require investment in the Town familiarization process, and abort the investment in RKHB to date
- The RKHB proposal allows the Town to move to a third phase of analysis of its day to day legal needs (Phase 1 – Cassels Brock, Phase 2 – 40% FTE in house legal counsel, Phase 3 – determination of long term needs)
- RKHB will bill the Town on .1 hr increments allowing for detailed analysis of the Towns needs
- If, at any time ahead of the expiry of the proposed 2 year contact, the Town determines that it needs to transition to full time in house counsel or any other desired model, it may do so upon sixty days' written notice.

Supplementary Services

The Town of Whitchurch-Stouffville has exercised the option to extend the RKHB contract for 2 years. They did not wish to extend for 3 years as they did not want to burden staff with administering an RFP simultaneously with the 2018 election nor ask a new Council make the appointment at their first meeting in December.

Georgina staff also recommend seeking an extension from Jan 1, 2016 through to December 31, 2017. RKHB have served the Town well, there are no concerns with the services provided and the fees remain static.

5. FINANCIAL AND BUDGETARY IMPACT

A summary of estimated legal costs associated with a full time in-house position is attached as Attachment 2. The 2015 estimate identifies an hourly rate of $193.45 taking into account vacation.

The RKHB proposal assumes an hourly rate of $275.

Until such time as the Town is utilizing RKHB between 60 and 70% of full time hours, it is more cost effective for the Town to follow Option 2. Additionally, following Option 2 for an interim period will allow the increased burden on the tax rate to be absorbed over two or more years.

6. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS

None

7. CONCLUSION

That until such time as staff can determine the long term needs of the Town for day to day legal services, the proposal from RKHB should be accepted and the existing contract with RKHB should be extended for a two year period.

Prepared by:

Winanne Grant, B.A., AMCT, CEMC
Chief Administrative Officer

Attachment 1 – Proposal from RKHB
Attachment 2 – Summary of estimated legal costs

SUMMARY OF PROPOSAL

Purpose of Proposal

With the Town's current solicitor leaving his position later this year, and in the absence of the Town entering into a new arrangement for the provision of legal services with the Town of Whitchurch-Stouffville, our firm is submitting this proposal for the purpose of offering to provide all legal services as are now being provided by the Town's current solicitor.

Experience and Abilities

As set out in greater detail in this proposal, our firm has decades of experience in meeting the needs of our municipal clients. For approximately twenty years, our firm acted as the sole provider of legal services for the former City of Etobicoke in all areas of law except for Labour Law. In short, we were the legal department for the City of Etobicoke. After amalgamation in 1998, our firm continued to act for the City of Toronto on a number of matters.

Since 1998, we have acted for numerous municipalities, including the Region of Durham, the Cities of Burlington, Mississauga and Markham and the Towns of Ajax, East Gwillimbury, Halton Hills, Oakville, Orangeville and Whitby.

As the Town is well aware, we also currently act for the Towns of Whitchurch-Stouffville and Georgina as a provider of legal services. In fact, our contract for the provision of legal services for the Town of Whitchurch-Stouffville was recently extended for an additional two-year period.

Term of Proposal

Our firm is prepared to commit to the obligations and fee structure as set out in this proposal for a period of two years from the date of acceptance. Our firm is also prepared to provide the Town with an option to terminate our retainer at any time within the two-year period upon sixty days' written notice.

General Scope of Services

Our firm shall provide general legal services, other than those covered by our existing contract with the Town and exclusive of Labour Law, on an as needed basis. This would include, but would not be limited to, answering legal inquiries of Town staff, reviewing documents such as contracts, tenders and proposals, registration of documents, reviewing prosecution matters, providing advice to senior staff and Councillors and attendances at Committee and Council meetings, as requested.

As part of the retainer agreement with the Town, we will provide detailed dockets of all work performed each month by the 10th day of the next month. The monthly account, which is to be paid within 30 days of submission, will allow the Town to review and monitor its usage of legal services and the costs associated therewith on a regular basis.

No Conflict with Retainer

As our firm currently provides legal services to the Town, we confirm that we will not have any conflicts should the Town accept this proposal. Our firm has never been alleged to have placed itself in a position of having a conflict of interest by any of our municipal clients and we intend to maintain that record.

Estimated Annual Cost to the Town

All of our firm's lawyers will be available to provide legal services to the Town. For the purpose of estimating the annual costs to the Town, it is assumed that the average hourly rate to be charged to the Town will be $275. We also assume that the Town's need for legal services will generally be in keeping with the arrangement that the Town currently has with Whitchurch-Stouffville, that being legal services provided at 40% of the time required of a "full time lawyer". Assuming 40% of a 35-hour work week, which is 14 hours per week, a total of 56 hours of "lawyer time" is currently being used by the Town on a monthly basis.

Applying an average rate of $275[1] per hour to the time of 56 hours per month would result in an average monthly cost of $15,400 or $184,800 per year based upon a 52-week year (i.e. no allowance for holidays as a lawyer will always be available). This is significantly less than the cost that the Town would incur if it were to hire one experienced full time lawyer (at an assumed salary of $150,000[2] per year, plus 20% for benefits and pension, etc. = $180,000) and one assistant for the lawyer (at an assumed salary of $45,000, plus 20% for benefits and pension, etc. = $54,000). The cost saving ($180,000 + $54,000 = $234,000 - $184,800 = $49,200 in savings) [3] also does not take into account the fact that the Town will not have to provide office space and supplies for an employed lawyer and an employed assistant.

It should also be noted that, as can be seen from the attached curriculum vitae of each lawyer, the Town will have the benefit of over one hundred years of collective legal experience at its disposal.

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[1] Note that our firm's hourly rates for this proposal range from $225 to $375. Based upon our experience much of the day-to-day work can be performed by associates at a lesser rate than the assumed average of $275.

[2] Note that Whitchurch-Stouffville paid its solicitor $181,902.84 in 2014 and, for comparison purposes only, the Town of East Gwillimbury paid its solicitor $174,546.07, plus taxable benefits of $7,498.91 in 2014 (Source: 'Sunshine List' Province of Ontario)

[3] This presumes that the legal services provided by this firm result in no cost recovery from any third party, which may result in additional savings to the Town.

FEE SCHEDULE

A Fee Schedule for our team of lawyers and law clerks is listed below, together with their applicable billing rates. If this proposal is accepted, our firm will provide an undertaking that the rates contained within this proposal will be guaranteed for the duration of the retainer.

Third party expenses, if any, will be billed at the actual cost as submitted by the third party.

Lawyers	Year of Call	Hourly Billing Rate
Bruce C. Ketcheson	1983	$375.00
John R. Hart	1982	$375.00
R. Andrew Biggart	1997	$325.00
Sarah Dale-Harris	2002	$300.00
Effie Lidakis	2008	$250.00
Joshua Silver	2012	$225.00

Law Clerks	Hourly Billing Rate
Bernadette Castellvi	$75.00
Doriana Di Biase	$75.00
Elizabeth Smyj	$75.00
Mary Kutchera	$65.00
Jacqueline Wice	$60.00

Disbursements	Rate
Photocopies (B/W)	35¢ per page
Photocopies (colour)	60¢ per page
Mileage	30¢ per km
Telephone Conference Calls	At cost of provider
Long Distance Calls	No charge

QUALIFICATIONS

Lawyers	Year of Call	Practice Area
Bruce C. Ketcheson	1983	Planning and Development
John R. Hart	1982	General Municipal, Real Estate and General Civil Litigation
R. Andrew Biggart	1997	General Municipal, Planning and Development and General Civil Litigation
Sarah Dale-Harris	2002	Contract, Privacy and Intellectual Property
Effie Lidakis	2008	General Municipal, Planning and Development and General Civil Litigation
Joshua Silver	2012	Real Estate, General Civil Litigation

Support Staff

Bernadette Castellvi, Law Clerk
- Honours Graduate of the Office Administration - Legal Profile Program at Humber College (2000)

Doriana DiBiase, Law Clerk
- Graduate of the Legal Secretarial Program at Humber College (1989)

Mary Kutchera, Law Clerk
- Graduate of the Legal Assistant Program (2005) and Administrative Bookkeeping certification (2008) at Humber College

Elizabeth Smyj, Law Clerk
- Graduate of the Legal Assistant Program at Humber College (2003)

Jacqueline Wice, Law Clerk
- Graduate of School of Business - Law Clerk Program at Centennial College (2015)

RESOURCES

Ritchie Ketcheson Hart & Biggart LLP is committed to using web-based technologies to promote the sharing of information. We have utilized web-based technologies to service our other municipal clients such as the Cities of Toronto and Burlington, and the Towns of Oakville, Orangeville and Whitby. We will provide the Town with access to all requested documentation, including memoranda of law, precedents, templates and financial data related to hours worked on any particular matter, related to the Town's files.

We have an "on-call" agreement with a computer servicing company that provides all of our computer needs. This company has been under contract with us for over 10 years and is knowledgeable concerning the requirements of our firm. The company regularly monitors our system, both hardware and software, to ensure that the server is functioning properly and to ensure that all of our data is backed-up on a daily basis.

With respect to file retention, we maintain secure storage space within our premises for all of our business records. We comply with all Law Society requirements in terms of retention of client files.

LAW PRO

No member of our firm currently has any outstanding claim as against him or her and no member of our firm is aware of any potential claim as against him or her.

Each lawyer listed in this proposal maintains coverage pursuant to the standard Law Pro policy of insurance, that being $1 million per occurrence and $2 million in the aggregate. Each lawyer is also covered by an excessive coverage policy with limits of $3 million per occurrence and $3 million in the aggregate.

REFERENCES

1. Kerri Voumvakis, *Director, Strategic Initiatives, Policy & Analysis*
   City of Toronto
   Tel: 416.392.8148 | kvoumva@toronto.ca

2. Douglas Carr, *Town Solicitor*
   Town of Oakville
   Tel: 905-845-6601, Ext. 3019 | dcarr@oakville.ca

3. Robert Petri, *Chief Administrative Officer*
   Town of Whitby
   Tel: 905-430-4300 Ext. 2211 | petrier@whitby.ca

4. Gordon Butson, *Corporate Vice President*
   Robert B. Somerville Co. Limited
   Tel: 905-833-3100 | gbutson@rbsomerville.com

5. Ron Hawkshaw, *Solicitor for the Town of Ajax*
   Polak, McKay & Hawkshaw LLP
   Tel: 289-460-1506 | ronald.hawkshaw@pmhlawoffice.com

2012

Lawyer Salary & Benefits	$173,249
Legal Membership, etc.	$ 5,233
Law Clerk Salary & Benefits	$ 63,368
Institute of Law Clerks & Ed.	$ 814
Admin/Overhead	$ 48,533
Total:	**$291,197**

Based upon a 35 hour week and a 47 week year
hours / year = 1645
291,197 ÷ 1,645 = $177.02

Rounded to **$177** per hour

2013

Lawyer Salary & Benefits	$176,714
Legal Membership, etc. (2%)	$ 5,338
Law Clerk Salary & Benefits	$ 70,840
Institute of Law Clerks & Ed. (2%)	$ 830
Admin/Overhead (2% increase)	$ 49,504
Total:	**$303,226**

Based upon a 35 hour week and a 47 week year
hours / year = 1645
307,839 ÷ 1,645 = $184.33

Rounded to **$184** per hour

2014

Lawyer Salary & Benefits	$179,026
Legal Membership, etc. (2%)	$ 5,445
Law Clerk Salary & Benefits	$ 74,655
Institute of Law Clerks & Ed. (2%)	$ 845
Admin/Overhead (2% increase)	$ 50,494
Total:	**$310,465**

Based upon a 35 hour week and a 47 week year
hours / year = 1645
310,465 ÷ 1,645 = $188

Rounded to **$188** per hour

2015

Lawyer Salary & Benefits	$183,860
Legal Membership, etc. (2.7%)	$ 5,592
Law Clerk Salary & Benefits	$ 76,051
Institute of Law Clerks & Ed. (2.7%)	$ 868
Admin/Overhead (2.7% increase)	$ 51,857
Total:	**$318,228**

Based upon a 35 hour week and a 47 week year
hours / year = 1645
318,228 ÷ 1,645 = $193.45

Rounded to **$193** per hour

Carolyn Lance

Subject: FW: AMO Breaking News - AMO Support for the Syrian Refugee Crisis - Call to Action

From: AMO Communications <communicate@amo.on.ca>
Date: September 9, 2015 at 11:13:06 EDT
To: "dneeson@georgina.ca" <dneeson@georgina.ca>
Subject: AMO Breaking News - AMO Support for the Syrian Refugee Crisis - Call to Action

September 9, 2015

AMO Support for the Syrian Refugee Crisis – Call to Action

Dear Colleagues,

Like you, I have been deeply affected by the disturbing images and stark realities of the Syrian refugee crisis. It is a situation that cries out for compassion and action.

AMO is challenging all of its member municipalities to donate at least $100 to aid in the international effort to resettle the Syrian refugees in safe countries. We hope to raise at least $40,000. This goal will help save two families and if we raise a greater amount, we can help save more families.

Donations can be made by cheque payable to Association of Municipalities of Ontario, with "Syrian Refugee Crisis" in the description field, and forwarded by Friday, October 2.

AMO will donate all of the proceeds to Lifeline Syria. This organization is seeking to resettle and integrate 1,000 Syrian refugees in Ontario over the next two years, reuniting them with their families. Lifeline Syria is a community-based initiative that will do this by helping to recruit, train, and match private refugee sponsors in Ontario with Syrian refugees approved for resettlement by the federal government. Sponsors will include organizations, individuals, or groups of individuals such as faith-based groups. The Ontario government has provided seed funding to Lifeline Syria to support its work but it is reliant on public donations to fulfill its mandate. More information about the organization and the initiative is found on the Lifeline Syria website.

I know how municipal governments in Ontario rally to help one another and their neighbours. I implore you to accept this challenge and donate to this worthy cause. It is one small way we can help ease the suffering of others through our financial contributions.

Sincerely,

Gary McNamara
President, Association of Municipalities of Ontario

P.S. For other ways to help, see International Organizations Seeking to Assist Syrian Refugees.

PLEASE NOTE: AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

OPT-OUT: If you wish to opt-out of these email communications from AMO please click here.

AMO Association of Municipalities Ontario

The Royal Canadian Legion

SUTTON & DISTRICT (ONT. NO. 356) BRANCH
P.O. BOX 521 EAST & NORTH STREETS
SUTTON WEST, ONTARIO L0E 1R0
(905) 722-8171

September 10, 2015

Mayor Margaret Quirk & Council
Town of Georgina
26557 Civic Centre Road, R.R.#2,
Keswick, Ontario,
L4P 3G1

RE: SUTTON LEGION REMEMBRANCE DAY PARADE

Our annual Remembrance Day Parade and Service is scheduled to be held on November 8th, 2015

The marchers will form up on High Street and Dalton Road at the Bell Canada Building to march off 1:30 p.m. They will then proceed along High Street to the cenotaph for a service at 2:00 p.m.. At the conclusion of the service they will continue along East Street to the Legion.
We will also have a parade in Keswick marching from the Keswick Public School to the cenotaph for a service at 11:00 a.m.

We are asking that the Town of Georgina and York Region grant us permission to hold this parade in memory of our fallen comrades.

If any further information is required, please contact me a 905-722-5718.

Thanking you for any consideration given to this request, I remain,

Sincerely,

Patricia Gooderham

Pat Gooderham
Poppy & Parade Chairperson 2015

cc: Mr. Dan Wheeler, Regional Councillor
Town Clerk

MEMORANDUM

TO: Mayor Quirk
Members of Council

FROM: John Espinosa, Town Clerk

SUBJECT: General Information Items

DATE: September 23, 2015

Please notify the Clerk's office if you wish to have any of these items placed on the agenda for discussion:

i) Municipal Property Assessment Corporation (MPAC) announcement of New Vice-President of Municipal and Stakeholder Relations; Carla Nell.

:je

THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW 2015 - 0123 (PUT-1)

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN STEVE DAVIS AND KAREN DAVIS, AS OWNERS, AND THE CORPORATION OF THE TOWN OF GEORGINA, RESPECTING PLAN 69, BLOCK 5, LOT 3, MUNICIPALLY KNOWN AS 66 NORTH STREET, SUTTON.

WHEREAS it is deemed expedient in the interests of the Municipality to execute an Encroachment Agreement between the owners of Plan 69, Block 5, Lot 3, and the Corporation of the Town of Georgina, respecting the lands known as 66 North Street, Sutton.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GEORGINA ENACTS AS FOLLOWS:

THAT the Mayor and Clerk are hereby authorized to execute and Encroachment agreement made between Steve Davis and Karen Davis, as owners, and the Corporation of the Town of Georgina, respecting Plan 69, Block 5, Lot 3.

READ and enacted this 23rd day of September, 2015.

_____
Margaret Quirk, Mayor

_____
John Espinosa, Town Clerk

THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW 2015 - 0124 (PUT-1)

BEING A BYLAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN ALAN BUSH, AS OWNER, AND THE CORPORATION OF THE TOWN OF GEORGINA RESPECTING PLAN 480, LOT 27, MUNICIPALLY KNOWN AS 213 MEDINA DRIVE, KESWICK

WHEREAS it is deemed expedient in the interests of the Municipality to execute an Encroachment Agreement between the owners of Plan 480, Lot 27, and the Corporation of the Town of Georgina respecting the lands known as 213 Medina Drive, Keswick;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GEORGINA ENACTS AS FOLLOWS:

THAT the Mayor and Clerk are hereby authorized to execute an Encroachment Agreement made between Alan Bush, as owner, and the Corporation of the Town of Georgina, respecting Plan 480, Lot 27.

READ and enacted this 23rd day of September, 2015.

_____
Margaret Quirk, Mayor

_____
John Espinosa, Town Clerk

CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 2015-0125 (COU-2)

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE SPECIAL COUNCIL MEETING HELD ON THE 23rd DAY OF SEPTEMBER, 2015

WHEREAS under subsection 5(3) of the *Municipal Act, S.O. 2001*, c. 25, as amended, the powers of a council of a municipal corporation shall be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Town of Georgina at its meeting held on the 23rd day of September, 2015 be confirmed and adopted by by-law.

NOW THEREFORE, the Council of the Town of Georgina, in the Regional Municipality of York, hereby enacts as follows:

1. The proceedings and actions of Council as contained in the Reports and Additional Business referred to in Schedule 'A' at the end of this by-law are adopted and confirmed as if each proceeding and action were expressly adopted and confirmed by by-law. As if all such proceedings were expressly embodied in this by-law.

2. Subject to section 3, the Mayor, any other appropriate member of Council and the proper Town officials be authorized and directed to undertake all actions necessary to give effect to the proceedings and directions of Council referred to in section 1.

3. Where a proceeding or action requires an additional approval to that of Council before a particular action can be done in order to give full effect to it, the Mayor, any other appropriate member of Council and the proper Town officials before taking the particular action under the authorization of section 2, shall seek and obtain the necessary additional approval and are authorized to do so.

4. A document required to be signed on behalf of the Town shall be signed by the Mayor or Deputy Mayor, Town Clerk or Deputy Clerk.

5. A Member of Council, whose name is set out in Column 1 of Schedule 'B', Conflict of Interest, at the end of this by-law, has declared an interest with respect to any item in Column 2 set out opposite the member's name, and the Member has declared an interest in this confirmatory by-law as it relates to the confirmation of the proceedings and actions on the item.

6. This by-law shall be signed by the Mayor and Clerk, affixed with the seal of the Corporation and engrossed in the By-law book.

READ and enacted this 23rd day of September, 2015.

_____
Margaret Quirk, Mayor

_____
John Espinosa, Town Clerk

Schedule 'A' to By-law No. 2015-0121 (COU-2)

MINUTES

Council Meeting of September 23, 2015.

Schedule 'B' to By-law No. 2015-0125 (COU-2)

CONFLICTS OF INTEREST

Column 1	Column 2
n/a	n/a

THE CORPORATION OF THE TOWN OF GEORGINA

COUNCIL AGENDA
ADDITIONAL INFORMATION

Wednesday, September 23, 2015
7:00 PM

INFORMATION related to Item No. 7.1 under Adoption of Minutes

Page 130

7.1 Page 12 of the September 9, 2015 Minutes

INFORMATION related to Item No. 11(1)(A) under PUBLIC MEETINGS

11. PUBLIC MEETINGS

(1) STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS

(7:30 p.m.)

(A) Application for Draft Plan of Subdivision and Zoning By-law Amendment Approval
GRANGEMUIR Developments, WESROW Estates Inc., CAMLANE Holdings Inc., CARNESS Developments Inc., and STRATHGREEN Estates Inc. (c/o DG GROUP)
Part of Lots 2,3,4 and 5, Concession 3 (NG)
AGENT: KLM Planning Partners Inc., c/o Keith MacKinnon

Report No. PB-2015-0068

(Additional Information to Report PB-2015-0068)

Pages 131-132

1. Revised Recommendation(s)

Pages 133-143

2. Anthony Usher Planning Consultant; correspondence

Pages 144-145

3. Peter W. Stevens, 357 Lake Dr. N; email correspondence

$4,260.00, with staff to look at other options for a better price, according to the provision of the Purchasing Bylaw.

Carried.

That staff be directed that contingent upon a recommendation from the Georgina Accessibility Advisory Committee, the funds from the accessibility reserve be used for construction of a ramp at The Link building and that Council approve the use of these funds for that purpose.

Mayor Quirk moved forward Item No. (F)

(F) Request for Extension of Draft Plan Approval,
Draft Plan of Vacant Land Condominium 19CDM-06G01
Hedge Road Landing (formerly Jackson's Landing)
2055226 Ontario Inc. (c/o Alliance Homes)
Part Lot 5, Concession 8 (G), Hedge Road
AGENT: Michael Smith Planning Consultants

Report No. PB-2015-0063

Pg. 12 of agenda - Amended wording

Harold Lenters advised that trunk services will be extended to this site which will help facilitate the eventual connection of municipal services to homes in the surrounding area which are privately serviced. However, the sewage plant's capacity will need to be expanded in order to service these existing privately serviced houses. Capacity is currently not available to facilitate the connection of existing homes that are on private services. He advised that for the existing privately serviced homes in the area, assuming the sewage plant is expanded which is currently not on the Region's plans for some time, the property owners would need to go through a Community Improvement Process.

Michael Smith, agent, advised that a dock is not proposed. There is a plan to construct a platform at the top of the bank to act as a lookout site.

Harold Lenters advised that if an investigation reveals that the development is not proceeding as an adult lifestyle community, it may need to be redesigned and a school site may be required.

Moved by Regional Councillor Wheeler, Seconded by Councillor Sebo

RESOLUTION NO. C-2015-0615

1. That Council receive Report PB-2015-0063 prepared by the Planning Division dated September 9, 2015 respecting a request for extension of draft plan approval for Vacant Land Condominium 19CDM-06G01.

Revised Recommendations
Report No. PB-2015-0068, Item No. 11(1)(A)

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT PB-2015-0068

FOR THE CONSIDERATION OF
COUNCIL
SEPTEMBER 23, 2015

SUBJECT: APPLICATIONS FOR DRAFT PLAN OF SUBDIVISION AND ZONING BY-LAW AMENDMENT APPROVAL
PART OF LOTS 2, 3, 4 AND 5, CONCESSION 3 (NG)
APPLICANT: WESROW ESTATES INC., GRANGEMUIR DEVELOPMENTS INC., CARNESS DEVELOPMENTS INC., STRATHGREEN ESTATES INC., CAMLANE HOLDINGS INC. c/o DG GROUP
FILE NO.: 01.139 (19T-14G02) AND 03.1078

---

1. RECOMMENDATIONS:

1. **That Council receive Report PB-2015-0068 prepared by the Planning Division dated September 23, 2015 respecting applications for Draft Plan of Subdivision and Zoning By-law amendment approval, submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. for lands described as Part Lots 2, 3, 4, and 5 Concession 3 (NG) in Keswick.**

2. **That Council approve the application for Draft Plan of Subdivision (19T-14G02) submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc., in relation to the proposed plan prepared by KLM Planning Partners Inc., Project No. P-2341, dated April 2, 2015, included as Attachment '6' to Report PB-2015-0068.**

3. **That Council approve the Zoning By-law Amendment application submitted by Wesrow Estates Inc., Grangemuir Developments Inc., Carness Developments Inc., Strathgreen Estates Inc. and Camlane Holdings Inc. to rezone lands described as Part Lots 2, 3, 4, and 5 Concession 3 (NG).**

4. **That prior to the issuance of draft plan approval, staff report further to Council regarding the proposed modification to the South Keswick Development Area Plan to reflect the removal of the park and temporary road from the Glenwoods Urban Centre overlay designation.**

5. **That staff finalize the amending Zoning By-law for Council's adoption at a future meeting.**

6. **That pursuant to Section 34 (17) of the Planning Act, R.S.O. 1990, C.P. 13, as amended, in the event that minor revisions are necessary respecting the proposed amending Zoning By-law, further notice shall not be required.**

7. **That staff finalize the conditions of draft plan approval for Council's review and approval prior to the formal issuance of draft plan of subdivision approval.**

8. **That 2,394.4 persons equivalent of water supply and sanitary sewage treatment capacity is preliminarily assigned to Draft Plan of Subdivision 19T-14G02 upon draft plan approval.**

9. **That staff provide written notice of the next public meeting, a minimum of two weeks in advance of the date of said meeting, to the following:**

    i. **Any person or public body that has requested to be notified of any future public meeting(s); and,**

    ii. **Any person or public body that has requested to be notified of Council's decision regarding the approval or refusal of the draft plan of subdivision and or the approval or refusal of a requested amendment or passing of a by-law.**

Patricia Nash

From:	Anthony Usher <auplan@bellnet.ca>
Sent:	Monday, September 21, 2015 6:01 PM
To:	Patricia Nash; Maryann Hunt; Anna Geniole
Subject:	DG Group Phase 9 - Public Meeting Sept 23/15
Attachments:	NashfromUsher21Se15-s.pdf; NashfromUsher21Se15-attachedemails.pdf

Enclosed your copy of letter Sept 21/15 and attachment,

Anthony Usher, MCIP, RPP
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September 21, 2015

Ms. Patricia Nash
Deputy Clerk
Town of Georgina
Keswick, Ontario
L4P 3G1

Dear Ms. Nash:

Re: DG Group Phase 9 Zoning Bylaw Amendment and Draft Plan of Subdivision
Your Files 01.139 and 03.1078

On behalf of my client the North Gwillimbury Forest Alliance (NGFA), I would like to provide Council and staff with comments on the above applications of the DG Group on behalf of its five affiliated landowners.

As you know, I previously commented on these applications on September 8, 2014 and March 2, 2015, and appeared at both previous public meetings.

I have reviewed the April 2, 2015 revised draft plan, and the staff report as distributed in the agenda that recommends approval of the DG Group applications (I understand revised recommendations may be forthcoming). The proposed changes do not resolve or address my concerns about the applications, as set out in my previous submissions - that they are premature and therefore, not in the public interest.

I will briefly summarize the concerns I have previously expressed, updating them as appropriate and referencing my previous submissions for further detail.

Density

I have previously raised concerns that the proposed density would not conform with the Official Plan. Although as the staff report indicates, I was provided with the latest revised draft plan on May 13, 2015, staff advised that their density analysis would be forthcoming later. I was only provided with that analysis on August 31, one day before the staff report appears to have been written. I responded to staff on September 13 and attach that correspondence.

To summarize that correspondence, although some of the details of the numerical analysis in the staff report are problematic, I agree that if Blocks 827 and 837 have been moved out of the Glenwoods Urban Centre, then the density generally conforms with the Official Plan. The staff report asserts these blocks have been moved out of the Urban Centre, but based on present evidence I cannot agree.

There are three different boundaries for the Glenwoods Urban Centre.

- Keswick Secondary Plan, schedule F1. This is the boundary shown on Attachment 7 to the staff report. On this basis, the two blocks are outside the Urban Centre, as shown in the attachment. However, section 9.1.8.1 of the Secondary Plan makes clear that designation boundaries are approximate, and section 9.1.3.8 and other sections clearly contemplate that South Keswick's development patterns are to be refined and detailed in a development area plan.

- South Keswick Development Area Plan, 1999, figure 2. Based on this figure, the two blocks are inside the Urban Centre. This document was prepared by DG Group's agent.

- South Keswick Development Area Plan (figure only), 2005. Based on this figure, again prepared by DG Group's agent, the two blocks are inside the Urban Centre. Also, comparison of this figure with the draft plan shows that DG Group and its agent rely entirely on this plan to show the street and land use pattern in the undeveloped portion of South Keswick, the Urban Centre included.

- Regarding the status of the 1999 Plan and the updated 2005 figure, Velvet Ross advised me as follows on February 20, 2014:

> "As requested Tony, here's a copy of the last approved version of the entire [1999 Plan], as approved by Council on June 14, 1999 (Staff Report DS-1999-0055; Resolution C-1999-0227). Subsequently however, revisions were made in 2005 to the Land Use Plan itself, in the context of considering further subdivision applications for Ph. 5-7, being north of Joe Dales Drive, which were approved by the OMB. I've attached a copy of that [2005] Plan as well. This never proceeded to Council as an amendment to the [1999] SKDAP, but it is the land use plan we utilize since the approvals of the subdivisions by the OMB."

Therefore, my concern about the density of the proposed development conforming to the Official Plan remains, at least until Council reconciles the Secondary Plan designations with the South Keswick development concepts that landowners, applicants, and staff are all actually using and relying on.

Prematurity

I have previously referred to confidential negotiations regarding a possible development approvals exchange, whereby the existing approvals at Maple Lake Estates would be replaced by equivalent approvals elsewhere in the Town. These negotiations involved the then Metrus Development Inc., the Town, the Regional Municipality of York, the Province, Lake Simcoe Region Conservation Authority, and NGFA.

As part of the Official Plan review process, I have written the Town on several occasions regarding candidate locations for these equivalent approvals. As noted in my August 22, 2014 letter, "The only two plausible candidates at this point are lands owned by Maple Lake Estates Inc. between Deer Park Drive and Boyer's Sideroad, or additional density on lands owned by [DG Group] affiliates in South Keswick." My opinion has been and remains that South Keswick would be the better option.

The negotiations were never officially terminated, and NGFA was always willing to continue them.

However, some other parties appear to have effectively withdrawn from that process, by asking the Province to advance the Deer Park-Boyer's option by removing the needed lands from the Greenbelt Plan Protected Countryside.

Although the negotiation process is at best dormant, the review of the Greenbelt Plan initiated by the Province earlier this year is very much alive.

- Council has asked the Province to remove the Towns and Villages designation from Maple Lake Estates, and redesignate it as Protected Countryside and include it within the Natural Heritage System.

- Council has asked the Province to remove the Deer Park-Boyer's lands not containing significant environmental features from the Protected Countryside, and redesignate them as Towns and Villages.

- The DG Group and the Lake Simcoe Region Conservation Authority have made similar requests.

- NGFA has made a similar request with respect to Maple Lake Estates, but has also requested that the Deer Park-Boyer's lands remain as currently designated.

While staff clearly recommended, and Council agreed, that the permanent protection of the Maple Lake Estates lands should be coupled with the Deer Park-Boyer's swap, the staff report is very clear that protecting the Maple Lake Estates lands represents good planning, a recommendation that should stand on its own merits.

Public consultation on proposed changes to the Provincial plans will not begin until at least winter 2016. A final new Greenbelt Plan is many months away. Only when a final Plan is released, will we know the Province's response to the requests of Council and others.

Any of these three scenarios could happen:

- The Province leaves the Plan as is. That would kill the Deer Park-Boyer's option. Since the Town clearly opposes development of Maple Lake Estates, it would have little choice but to seriously consider the South Keswick alternative which, of course, would not require any Provincial approval.

- The Province redesignates Maple Lake Estates as Protected Countryside and leaves Deer Park-Boyer's as is. In that circumstance, both the Town and DG Group would undoubtedly want to consider the South Keswick alternative.

- The Province redesignates Maple Lake Estates as Protected Countryside and Deer Park-Boyer's as Towns and Villages. That would be only the first step towards the consummation of a development approvals transfer. The Town has made clear that such a major new greenfield development for a future population of over 2,000 will not proceed without the usual full public process that would be required for approval of the necessary Official Plan and zoning bylaw amendments and draft plan of subdivision. And it would remain my view that the planning

merits of both the Deer Park-Boyer's and South Keswick alternatives should be thoroughly evaluated as part of this process. As described in my May 21, 2015 letter to Council, this has simply not happened - "it is not in the public interest that [South Keswick] be dismissed with only the thinnest of justifications and zero consideration of its planning merits".

So, we have two possible outcomes which would necessitate consideration of South Keswick as an alternative site for equivalent development approvals, and a third which in my opinion should still require such consideration. As described in some detail in my September 8, 2014 and March 2, 2015 letters, approval of the Phase 9 applications as currently proposed would adversely affect the potential to relocate development approvals from Maple Lake Estates to South Keswick.

Further ongoing uncertainties include:

- The current stage of the Official Plan Review includes the future designation of and policies for Maple Lake Estates and the Deer Park-Boyer's lands.
- Maple Lake Estates Inc. has applied for, but not obtained, a *Conservation Authorities Act* Section 28 permit for development on its approved lands.

* * *

Therefore, it remains my recommendation that Council not approve the proposed rezoning and draft plan of subdivision, at least until the density issue and all the above issues of prematurity have been satisfactorily addressed and the applications appropriately modified.

I hope these comments will assist Council in its consideration of these applications.

Yours sincerely,

[original signed by]

Anthony Usher, MCIP, RPP

cc. Maryann Hunt
Anna Geniole

Anthony Usher

From: Anthony Usher [auplan@bellnet.ca]
Sent: September 13, 2015 14:24
To: Maryann Hunt
Cc: Velvet Ross
Subject: DG Phase 9 ZBA & Draft Plan

Hello Maryann,

Thanks again for your informative email. I apologize for not having been able to respond earlier.

First, I have reviewed the latest April 2/15 plan against the Nov 28/14 plan on which my comments were based. The only changes are:
- moving the park Block 827 and temporary road Block 837 to the east, but still within the Glenwoods Urban Centre lands,
- increasing the area of Block 837 from 0.455 ha to 0.571 ha, and the total area of the subdivision accordingly.

The effect on the analysis in my May 13/15 email is minor, but I have shown it below in *red italics* in that email for the record. Gross residential area does not change.

I appreciate your providing me with KLM's analysis, but respectfully I cannot agree with significant aspects of it. Please see comments below in *red italics*.

Pleased to discuss further anytime,

Thank you,

- Tony

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Practical professional services in land, resource, recreational, and tourism planning

From: Maryann Hunt [mailto:mhunt@georgina.ca]
Sent: August 31, 2015 14:05
To: auplan@bellnet.ca
Cc: Velvet Ross
Subject: RE: DG Phase 9 ZBA & Draft Plan

Good Afternoon Tony,

Further to Velvet's email below and the attached draft plan (dated April 2, 2015 which moves the park (Block 827) outside of the Glenwoods Urban Centre), please see the attached density calculation prepared by Keith MacKinnon (DG Group`s planning consultant) with respect to this revised plan. Below is an explanation of these calculations, which has also been provided by the applicant`s agent. As you'll note, two density models based on two different methods of calculation have been presented. Both of these density calculations confirm that the April 2015 plan meets the density policies of the Keswick Secondary Plan.

Block 827 is still within Glenwoods Urban Centre as per the South Keswick Development Area Plan 2005, which Velvet previously advised me is the most current guidance on the subject.

As noted below, the April 2015 plan meets (more or less) the Secondary Plan density policies, only if it is legitimate to borrow Blocks 827 and 837 from the Glenwoods UC.

The density based on the most recent version of the plan (dated April 2, 2015), without rounding the percentage of uses, is as follows:

66.664 HA Total area – 5.871 HA (SWM Ponds) – 2.698 HA (Channel) – 0.06 HA (half road lost to Oxford) I realize 0.06 ha is a very small area, but I cannot find it on the draft plan. If it is being referred to in calculations, it should be shown as a separate part. = 58.035 HA

The arithmetic is correct, but the presumption that the result equals gross residential area is based on "borrowing" Blocks 827 & 837 from Glenwoods UC. As per my Mar 2/15 letter and May 13/15 email, I cannot see how that is acceptable. This point has never been addressed by the applicant or the Town.

862 Total Units. 813 are single detached of which are 94.3% of the plan and 49 are townhouse dwelling units which are 5.7% of the plan
94.3% of 58.035 HA = 54.727 HA
5.7% of 58.035 HA = 3.307 HA
813 single detached dwelling units/54.727 HA = 14.8 UPGRH
49 townhouse dwelling units/3.307 HA = 14.8 UPGRH
862 total units/58.035 HA = 14.8 UPGRH (actually 14.9 rounded)

The above method is fallacious both statistically and as planning analysis, with respect to the individual dwelling types. Let's for the moment leave aside our difference about the GRA, and work with the GRA assumed by the applicant. KLM has allocated the total GRA based on the number of units. They have then divided the numbers of units by those areas. Of course they get the same densities for each dwelling type. If half (431) of the 862 units were high rise, which let's say might occupy a 2 ha site, they would attribute half the area (29.018 ha) to them, and would still get a density of 14.8 (actually 14.9) units/ha for the high rise units.

Section 9.1.8.2 titled "Stated Measurements and Quantities" of the Secondary Plan sets out that all figures and quantities shall be considered approximate only and not exact and that an Amendment to the Secondary Plan is not required for a minor deviations. In my opinion, I would consider the difference in density of 14.5 UPGRH to 14.8 (actually 14.9, see May 13/15 email) UPGRH to be a minor deviation. Also, given that the average density is 14.8 UPGRH whereas the maximum permitted is 16.6 UPGRH, it is my opinion that the draft plan of subdivision

conforms to the required density calculations using this method.

As per my Mar 2/15 letter, I agree that if the single-detached density does not exceed 14.5 units/ha, the total density can increase up to a limit of 16.6 units/ha based on the inclusion of townhouse units. (However, even if one accepts KLM's gross residential area, using the method in my May 13/15 email the single-detached density is 14.6.)

We have also prepared a second, more detailed option of the density calculation using actual road frontages for the residential, parks and school and rounding the percentage of uses. As you can see from the attached sketch plan the following areas:

Single detached area = 32.501 HA + 16.365 HA (streets minus Oxford) + 6.008 HA (94% of parks and school) + 0.971 HA (94% of buffer, road widening + temp road) = 55.845 HA
813 single detached dwelling units/55.845 HA = 14.5 UPGRH (actually 14.6 ha rounded)
Townhouse dwellings = 1.110 HA + 0.635 HA (streets) + 0.383 HA (6% of parks and school) + 0.062 HA (6% of buffer, road widening & temp road) = 2.190 HA
49 townhouse dwelling units/2.190 HA = 22.3 UPGRH (actually 22.4 ha rounded)
Combined = 862 total units/58.035 HA = 14.8 UPGRH (actually 14.9 ha rounded)

The above method is similar in concept to the method I provided in my May 13/15 email, and somewhat more sophisticated in that it allocates streets based on the frontage of the different uses, rather than by percentages of dwellings. The end result is very close to what my method would produce if the GRA were what KLM assumes (by my method, single-detached 14.6 units/ha, townhouse 19.6 units/ha, total 14.9 units/ha).

So the key issue remains whether Blocks 827 and 837 can be included in the GRA - and this issue still has not been addressed. If they cannot be included, which is my view, then as per my letter and email, the draft plan clearly does not conform with the Secondary Plan.

Section 9.1.3.8.iv) which sets out the density target for Development Area 4 (South Keswick) speaks to a maximum average density of 14.5 UPGRH which may be increased to 16.6 UPGRH when medium density housing forms are included, although the low density is to maintain a maximum density of 14.5 UPGRH. Given that it speaks to the maximum average, it would in my opinion mean that the medium density could be higher, provided that when combined overall it does not exceed 16.6 UPGRH. So, given that the low density conforms to the maximum of 14.5 UPGRH and the average is less than the maximum permitted (16.6 UPGRH), it is my opinion the draft plan conforms to the density requirements as set out in the Secondary Plan.

Comments same as above.

Please feel free to contact me if you have any questions or would like to discuss.

Thank you,

Maryann

Maryann Hunt, M.Sc.Pl.
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From: Velvet Ross
Sent: May-13-15 4:48 PM
To: Anthony Usher
Cc: Harold Lenters; Maryann Hunt
Subject: RE: DG Phase 9 ZBA & Draft Plan

Hi Tony,
Not having gone through your email in detail, but I am sending you the Revised Draft Plan that KLM submitted on April 10, 2015, which is under circulation for review. Realizing the pdf attached doesn't have the signatures on it, the submitted print copies do contain the necessary signatures.

The comments regarding the proposed park being outside of the residential neighbourhood, and being within the Glenwoods Urban Centre were spoken to by both KLM and Howard Friedman at the March 11, 2015 Public Meeting, which resulted in the submission of the revised plan on April 10th. Suffice to say at this point, the revised plan is in review, and we haven't performed the density calculations yet. Once Maryann has begun her review on same, we'll let you know where we land on the calculations. Thanks again Tony.

Velvet L. Ross, MCIP, RPP
Manager of Planning I Planning & Building Dept. I Town of Georgina
26557 Civic Centre Road, Keswick, ON L4P 3G1
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From: Anthony Usher [mailto:auplan@bellnet.ca]
Sent: May-13-15 4:22 PM
To: Velvet Ross
Cc: Harold Lenters
Subject: DG Phase 9 ZBA & Draft Plan

Hi Velvet,

You'll recall that I have expressed concerns about the density figures for the above application, in terms of their Secondary Plan conformity. I also said at the March 11 public meeting, that I would sort this out directly with staff, rather than take up Council's time on this point.

After I made my submission, and as Howard Friedman had also mentioned the density issue needed further work, I spoke with Howard and said I would follow up with him - he said I should direct my comments to you. I apologize for taking so long to do so.

Everyone agrees that the subject lands are 66.55 *(now 66.66)* ha.

Staff say (in PB-2015-0016) that the total gross residential area is 57.84 ha. KLM, in its revised density table (attachment 17 to that report), says it's 57.98 ha. I say it's 55.06 ha.

I am sure everyone agrees that the stormwater blocks 828 & 829, and the channel block 831, are "natural features" not to be counted as gross residential. 66.55 *(now 66.66)* ha minus 5.06 ha for these three blocks, leaves 60.99 *(now 61.11)* ha.

The problem arises with lands that are within the subdivision, that in the South Keswick Development

Area Plan are assigned to the Glenwoods Urban Centre. These consist of stormwater block 830, park block 827, and temporary street block 837.

In my view, it is not appropriate for DG to (whether intentionally or otherwise) "borrow" public facility/amenity lands from Glenwoods and include them in the Residential Neighbourhood, to lower density figures within the latter area. Those public lands cannot be used to lower densities in the present application and then a second time in a future Glenwoods application. These lands, if used in this application and lost to a future Glenwoods application, would force up densities in Glenwoods possibly to the point where they would exceed the medium- and high-density residential limits in the Secondary Plan, and cap development in Glenwoods below what should be the permitted maximums. I also note that the Secondary Plan says, "Those lands within the Glenwoods Urban Centre shall not be considered part of [Development Area 4] for the purposes of calculating density" (9.1.3.8.f.iv). If the applicant or the Town feel that the lands at issue functionally belong in the Residential Neighbourhood not Glenwoods, then the appropriate planning amendments should be brought forward.

Stormwater block 830 is 3.01 ha and whether included in Glenwoods or not, would be considered "natural features". 60.99 *(now 61.11)* ha minus block 830 leaves 57.98 *(now 58.10)* ha. That is the area KLM provided you.

Blocks 827 and 837, which total 2.92 *(now 3.04)* ha, would normally be counted as gross residential area. That amount is the difference between my 55.06 ha gross residential, and KLM's 57.98 ha - I exclude them and KLM includes them.

How the Town arrived at 57.84 ha is not clear.

The proposed 862 dwellings, based on the applicant's gross residential area, work out to 14.87 or 14.9 units/ha. On that basis the applicant's cover letter of Dec 15/14 (which says 14.8) is wrong, and the applicant's Attachment 17 is correct. However, based on what I believe is the correct gross residential area, the overall density is 15.7 units/ha as per my Mar 2/15 letter.

I also have some difficulty with staff's attribution of area between the low- and medium-density portions of the subdivision. The staff report appears to attribute to medium-density residential, only 1.11 ha (57.836 minus 56.726). This obviously represents the area occupied by the townhouse lots only. However, since gross residential area includes streets and public facility/amenity blocks, surely when calculating density a share of the public lands must be attributed to any subset of the lots. I appreciate there is no "official" method for doing this. As explained in my Mar 2/15 letter, 94.3% of the proposed dwellings are low-density, so I assumed that low-density also accounts for 94.3% of the public lands. That means that the 55.06 ha gross residential area breaks down into 52.73 ha attributable to low-density, and 2.33 ha attributable to medium-density. On that basis, the 813 low-density units are 15.4 units/ha (figure not in my Mar 2/15 letter as I was focusing on the 14.5 units/ha limit), versus the 14.3 units/ha in the staff report. The 49 medium-density units are 21.0 units/ha (as per my letter).

I hope this more fully explains my position - pleased to discuss any time.

Thanks very much,

- Tony

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Practical professional services in land, resource, recreational, and tourism planning

Subject: FW: September 23, 2015: CAO-2015-0011 Ad Hoc Committee of Lake Drive Residents

> -----Original Message-----
> From: Peter Stevens [mailto:pandvstevens@gmail.com]
> Sent: Tuesday, September 22, 2015 6:52 PM
> To: Margaret Quirk; Danny Wheeler; Dave Neeson; Dan Fellini; Naomi
> Davison; Frank A. Sebo; Dave Harding
> Subject: September 23, 2015: CAO-2015-0011 Ad Hoc Committee of Lake
> Drive Residents
>
> Margaret
> When we spoke the last week you mentioned suggesting that 1 - 3 persons on the committee representing contrary views would be beneficial.
> I don't believe I objected strongly at the time we spoke.
>
> Dear Mayor and Council members:
>
> Having seen the Agenda for September 23rd, I do have the following strong objections to the way it reads - 1 to 3 members by way of advertising to the public.
>
> As I am unable to attend the Council meeting on Wednesday evening September 23rd, 2015, I ask that the following be read to the meeting for all in attendance to hear:
>
> I object to the addition of non directly interested general public members to the committee of residents.
>
> 1. I do not see this as a general public issue that is productive for the Town - in that the Town would go out of its way to advertise.
> Agenda's and minutes are published - as the normal method of communicating with the public.
> This is an issue that is so narrowly focused as to only affect Lake Drive residents, and to a much lesser degree residents on side streets.
>
> We did not have the input on the Town's position of ownership when my wife and I we purchased 4 years ago - IF WE HAD, WE WOULD NOT HAVE PURCHASED.
> To communicate to the general public who 'might be thinking of purchasing on Lake Drive' is setting up the Lake Drive existing residents as 'second class citizens', the analogy being utility companies offering attractive telecom deals to new customers but saying nothing to existing customers who keep paying the old higher rates.
>
> With the rationale put forth, if you want to give a heads up that the property values on Lake Drive are in jeopardy, why don't you advertise to the whole of the GTA so that you are 'transparent' with others beyond Georgina who might be thinking of relocating to Lake Drive. Bear in mind that Lake Drive residents have been paying property taxes all these years WITHOUT this being a public issue. Drive property values down and your property tax revenue will decline as will the opinion at large of the Council of Georgina.
>
> Frankly this strategy reads like a 'divide and conquer' strategy which I find most distressing, and causes me to question the integrity of the process suggested on September 3rd that appeared constructive, as I understood it.
>
> There should be NO non interested party participation on the 'resident's' committee.
>

> 2. There are approximately 400 homes with a clear interest in this issue on Lake Drive North and Lake Drive East (including Eastbourne). There are approximately 250 so far who are on the Lake Drive Legal Defence Fund communication list. Direct communication with approximately 150 additional homes has been made, and homeowners are requesting to be added to the list every day. That represents close to 100 percent of the affected residents. I have this information as I had been asked to keep the list current by the chair of the resident's committee.
>
> On that basis no additional representation appears necessary. If an additional Lake Drive representation were to be added to the already established and endorsed residents committee, I believe it should be limited to a maximum of one, and that the qualification would be living on a street adjacent to Lake Drive.
>
> It would be very unfortunate if any individual added to the committee was and individual with a conflict of interest such as anyone with existing or prior employment or affiliation with the Town or the Council.
>
> I feel very strongly about this departure from your September 3rd proposal, and take it as a bad sign, but I take encouragement from the readily available option to revise this position.
>
> Thank you
>
> Peter W. Stevens CA, CPA
> 357 Lake Drive North