

**C21
COMMUNICATION
COUNCIL – June 28, 2022
CW (2) - Report No. 30, Item 23**

From: Clerks@vaughan.ca
To: [Adelina Bellisario](mailto:Adelina.Bellisario)
Subject: FW: [External] 1600 Teston Rd Committee of the Whole
Date: June 20-22 4:14:02 PM
Attachments: [IMG_0099.JPG](#)
[IMG_0098.JPG](#)
[197-02911 \(Ventana Homes\) - Subdivision Agreement/ADP71.pdf](#)

From: Cam Milani <cam.milani@milanigroup.ca>

Sent: Monday, June 20, 2022 3:37 PM

To: Rosanna DeFrancesca <Rosanna.DeFrancesca@vaughan.ca>; Maurizio Bevilacqua <Maurizio.Bevilacqua@vaughan.ca>; Gino Rosati <Gino.Rosati@vaughan.ca>; Mario Ferri <Mario.Ferri@vaughan.ca>; Linda Jackson <Linda.Jackson@vaughan.ca>; Sandra Yeung Racco <Sandra.Racco@vaughan.ca>; Alan Shefman <Alan.Shefman@vaughan.ca>; Tony Carella <Tony.Carella@vaughan.ca>; Marilyn lafrate <Marilyn.lafrate@vaughan.ca>; Clerks@vaughan.ca; Vince Musacchio <Vince.Musacchio@vaughan.ca>; Matthew Di Vona <matthew@divonalaw.com>; Haiqing Xu <Haiqing.Xu@vaughan.ca>; Frank Suppa <Frank.Suppa@vaughan.ca>

Subject: [External] 1600 Teston Rd Committee of the Whole

Dear Members of Council,

There is an inappropriate condition of approval relating to the "Dufferin Teston Landowners Group" that should not be part of this application. Our lands were NEVER identified as a benefitting owner of this front ending agreement in 2009 between these landowners. See attached map from the original agreement as well as the attempt at expanding it. The method of collecting from us was always meant to be done through Development Charges, as per the Schedule of the Subdivision Agreement between the City and Ventana Homes. See section 21.1.6.

Further, as per Schedule P1 of the attached agreement, should our lands "benefit" from pipes built by others, it is not any more or less than the entire area identified in the map. If this front ending agreement is going to be allowed to be expanded (which is inappropriate), it should be expanded to include this entire catchment area as it is this area "benefitting" from the pipes they built, not just us. They are disproportionately attempting to collect from us.

Importantly, Teston Sands has already paid its proportionate and equitable fair share for the servicing, etc., on these lands, by virtue of paying the full market value to the previous owner for lands that were not subject to a Cost Sharing Agreement, or identified in the benefitting area of a cost sharing agreement. As such, because the Landowner Group did not identify the Teston Sands lands within a benefitting area, Teston Sands did not identify any financial obligations in this regard during the due diligence process, which resulted in Teston Sands paying a greater market value for the lands. Simply put, Teston Sands has already paid its fair share and will not get a free ride.

I would ask that Council either delete conditions 49 and 82; or in the alternative

That cost sharing obligations be calculated by staff using the benefitting area identified in Schedule P1 and conditions 49 and 82 be modified to reflect that specific amount and that the City collects that amount on behalf of the Teston Dufferin Landowners.

Cam

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CITY OF VAUGHAN
SUBDIVISION AGREEMENT

FILE: MACKENZIE RIDGE SUBDIVISION, 19T-03V11

DEVELOPER: VENTANA HOMES INC.

REG'D. PLAN NO. _____ DATE OF REGISTRATION: _____

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WITHIN THE PLAN 88

CITY OF VAUGHAN
SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate this day of 2009.

BETWEEN: VENTANA HOMES INC.
a corporation incorporated under the laws of the Province of Ontario
(hereinafter called the "Owner")

- and -

THE CORPORATION OF THE CITY OF VAUGHAN
hereinafter called the "City"

WHEREAS the lands affected by this agreement are situated in the City of Vaughan in the Regional Municipality of York, being Part of Lot 27, Concession 3, being Draft Plan 19T-03V11, more particularly described in Schedule "G":

AND WHEREAS the Owner purports to be the owner of the lands and has obtained draft approval of a plan of subdivision thereof, hereinafter called "the Plan" a copy of which is attached as Schedule "A". One of the conditions of draft approval is that the Owner enters into a subdivision agreement with the City to satisfy all conditions, financial and otherwise of the City concerning the provision of roads, installation of services and drainage.

NOW THEREFORE this agreement witnesseth that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the City to the Owner (the receipt whereof is hereby acknowledged), the Owner and the City hereby covenant and agree as follows:

SECTION "1" FINAL APPROVAL OF THE PLAN

- 1.1 The City shall not give final approval to the Plan until the following materials have been received by the City Clerk:
- (a) All monies due to the City, as shown on Schedule "I", and all letters of credit guarantees as shown on Schedule "H".
 - (b) Evidence in a form satisfactory to the City that those Conveyances described in Schedule "K" which are external to the Plan have been registered in the Land Titles Office for York Region (No. 65), together with discharges of all encumbrances in respect of lands to be conveyed to the City in fee simple and postponements of all encumbrances in respect of easements to be conveyed to the City, all in a form which is satisfactory to the City. The Owner or its designate shall be authorized to execute any and all land transfer tax affidavits as agent on behalf of the City, in order to effect all Conveyances noted in Schedule "K", unless and until such time as the City has provided notice in writing in accordance with the requirements of this Agreement revoking said authorization.
 - (c) All documentation required in Section 21 by the City, prior to final approval of the Plan.
 - (d) Advice from the Chief Building Official that all applications to enter a restriction and consents on the transfer of lots as referred to in Section 21 have been received.
 - (e) Advice from the Commissioner of Community Services that the tree assessment study as referred to in Subsection 7.2 is satisfactory or advice that it is not required.

- (f) A certificate from an Ontario Land Surveyor listing the area and frontage, as per the zoning by-law, of each lot in the Plan to the satisfaction of the Director of Building Standards.
 - (g) Advice from the Director of Planning that all Planning Application Fees have been paid.
 - (h) Receipt of the executed development agreement with PowerStream Inc. referred to in Section 13.
- 1.2 Following final approval of the Plan by the Regional Municipality of York (Region) or the Ontario Municipal Board and its registration in the Land Registry Office for the Land Titles Division of York Region, the Owner shall proceed to construct and install municipal services and works for the Plan. The services and works are described in Sections 6 to 15 inclusive and are more specifically shown on the Construction Drawings listed in Schedule "B" and as listed in Schedule "C" with the specifications attached as Schedule "E" and the estimated cost thereof shown on Schedule "D". The word "services" when used in this agreement shall be deemed to refer to such municipal services and work. If other works described in this agreement are deemed to be services, the provisions of Subsection 16.2 shall apply to them.
- 1.3 "Final approval" as used in this agreement means final approval by the City unless otherwise specified.

SECTION "2" FINANCIAL REQUIREMENTS

- 2.1 The Owner shall pay the cost of the services, including construction and engineering for the Plan, to the extent that the City shall not be required to pay any portion of the cost thereof unless specifically provided otherwise in this agreement. In the event that a claim for lien is filed under the Construction Lien Act, and the City could be thereby liable, then the City may draw upon the Municipal Services Letter of Credit (M.S.L.C.) and with the consent of the Owner, satisfy the claim or lien, or without the consent of the Owner pay the required sum into Court to the credit of the action. The Owner shall pay the City any costs or expenses which it may thereby incur and these may be recovered from the M.S.L.C. Prior to registration of this Agreement, the Owner shall pay to the City all costs to register this Agreement. The Owner further agrees to pay to the City any further costs incurred by the City as a result of the registration of this or any other documents pursuant to this Agreement. If payment is not made within (ten) 10 days of written notice to the Owner, the City may draw upon the M.S.L.C. for the required sum.
- 2.2 The Owner shall pay to the City and other authorities the amounts as shown on Schedules "I" and "J".
- 2.3 The Owner shall pay all outstanding taxes upon the lands in the Plan and current taxes for which a bill has been issued before final approval of the Plan. Taxes levied on the lands after final approval but prior to the lands being assessed as individual lots, shall be paid by the Owner, or the City may refuse to issue any further building permits until payment in full is made.
- 2.4 The Owner shall file with the City, prior to the final approval of the Plan, all letters of credit for the various amounts as shown on Schedule "H" to guarantee the construction and installation of the services.
- If the City or other authority is not provided with a renewal of a letter of credit at least thirty (30) days prior to its date of expiry, the City or other authority, may forthwith draw the full amount secured and hold it upon the same terms that applied to the letter of credit. All letters of credit required shall be in the standard form approved by the City.
- 2.5 Any letter of credit required by this section or Section 21 shall be reduced by the City or other authority in the manner shown in Schedule "H" unless otherwise noted.

- 2.6 If the City completes any work which is the responsibility of the Owner or incurs any expense, such as engineering or legal arising from some default on the part of the Owner, the Owner shall reimburse the City within 30 days of demand and if payment is not made, then the City may recover the cost from any letter of credit which is still in effect for the Plan.
- 2.7 The Owner shall pay the City development charges in accordance with the effective City Development Charges By-law.
- 2.8 If the Owner fails to complete the construction of any service, carry out any remedial work or maintenance work as and when required by this agreement or a notice given pursuant to it, the City may draw upon the letter of credit or security it holds to guarantee the performance of the obligation in question or upon the M.S.L.C. if it does not hold anything else, for its estimate of completing the work and do so at the expense of the Owner. The City may refuse to issue any further building permits until the breach of the agreement has been remedied. Notwithstanding that this agreement may require the Owner to complete construction of a service, remedial or maintenance work within a prescribed period, if the City in its absolute discretion deems it an emergency, the City may complete the work without prior notice to the Owner and at his expense. The cost may be recovered from the appropriate letter of credit or the M.S.L.C. The City shall advise the Owner within 7 days from the completion of the work by the City, of the nature and extent of the work done.
- 2.9 Where the Owner has posted a Municipal Services Letter of Credit in accordance with this Agreement and where the Owner enters into a contract with a contractor (the "Prime Contractor") to construct sanitary sewers and/or watermains and/or storm sewers together with any grading or road works associated therewith, including sidewalks and boulevards required to be installed by the Owner under this Agreement (the Works) provided that the Owner has notified the City in writing of the name of the Prime Contractor prior to the commencement of construction, and provided that the Prime Contractor operates at arm's length to the Owner and is not otherwise under the control of the Owner, the Owner acknowledges and agrees that the City may make payment to the Prime Contractor or into escrow from the Municipal Services Letter of Credit posted by the Owner subject to the following:
- (a) The Prime Contractor has delivered to the City a true copy of its invoice, addressed to the Owner for payment of the installation of the Works;
 - (b) Payment of the invoice has been owing to the Prime Contractor by the Owner for a period of at least ninety-one (91) calendar days or such longer period of time as may be set out for payment in the contract between the Owner and the Prime Contractor.
 - (c) The Owner's Consulting Engineer (the "Consultant") has certified that the work invoiced to the Owner by the Prime Contractor for which payment is sought from the City has been completed satisfactorily in accordance with the Owner's obligations under this Agreement, and has further certified the date upon which the Prime Contractor's invoice became due and payable under the Owner's contract with the Prime Contractor, and has further confirmed that the Prime Contractor has performed and continues to perform its obligations under the terms of its contract with the Owner;
 - (d) The Prime Contractor has delivered to the City's Director of Development/Transportation Engineering proof that the Prime Contractor has made written demand for payment to the Owner to which the Owner has not responded for a period of at least thirty (30) days beyond the ninety-one (91) day period set out in (b) above;
 - (e) Prior to any money being released from the Municipal Services Letter of Credit held by the City under this Agreement, the Prime Contractor shall execute a Release and Indemnity in a form satisfactory to the City, releasing the City, its councillors, officials, officers, employees, servants and agents (the Indemnified

Parties) from any and all claims the Prime Contractor may have against the Indemnified Parties and indemnifying the Indemnified Parties against any and all claims for loss arising from any source whatsoever resulting from the City's payment to the Prime Contractor or into escrow and agreement to be bound by the dispute resolution process pursuant to the Arbitration Act, S.O. 1991, c 17. as amended;

- (f) Under no circumstances will the City process a payment in favour of the Prime Contractor or into escrow unless the amount claimed is at least twenty-five thousand dollars (\$25,000.00);
- (g) The City shall be entitled to reimbursement of its administrative costs set at \$3,000.00 dollars which shall be deducted by the City from each payment processed in favour of the Prime Contractor hereunder or otherwise paid into escrow;
- (h) The Owner agrees that it shall not make any claims against the Indemnified Persons and hereby releases and indemnifies the Indemnified Persons of and from any claims arising from the release of any money drawn from the Municipal Services Letter of Credit posted by the Owner or as a result of any action taken under this Agreement provided that the provisions herein are met;
- (i) The Owner hereby acknowledges that the City's Director of Development/Transportation Engineering is authorized to call for the reduction of the Owner's Municipal Services Letter of Credit and to authorize payments to the Prime Contractor or otherwise into escrow of the amount in reserve if same is available where there exists a dispute between the Owner and the Prime Contractor all in accordance with the terms hereof;
- (j) The City shall not pay out any money in excess of the estimated value of all water, sewer, grading works and any road works associated with the said water, sewer, grading and road works including sidewalks and boulevards as set out in Schedule "D" of this Agreement less ten per cent (10%) of the total amount secured to be held for maintenance;
- (k) Under no circumstances will the City be obliged to draw down and pay the full amount of the Municipal Services Letter of Credit it holds under this Agreement; for greater certainty, the City shall not be left with less than one hundred per cent (100%) of the value of uncompleted Works plus ten per cent (10%) of the value of all completed Works;
- (l) If the City makes a payment or payments to the Prime Contractor or otherwise in escrow in accordance with this Agreement, the works for which the Prime Contractor receives payment from the City out of the Owner's Municipal Services Letter of Credit shall be credited toward the Owner's obligations under this Agreement less ten per cent (10%) on account of maintenance and less applicable administrative charges;
- (m) The Owner acknowledges that prior to the City making any payment to the Prime Contractor or into escrow from the Municipal Services Letter of Credit posted by the Owner, the City shall provide notification to the Owner's lender who has issued the Municipal Services Letter of Credit;
- (n) The Owner shall make explicit reference to the above clauses in any contract it enters into with a Prime Contractor for carrying out any of the works to be installed by the Owner under this Agreement;
- (o) The parties agree that if for any reason the City has released the Municipal Services Letter of Credit posted by the Owner under this Agreement or is unable to cash or access the Municipal Services Letter of Credit, there shall be no claim against the City available to the Prime Contractor;

- (p) Notwithstanding the foregoing provisions, in the alternative, the City shall pay monies from the Municipal Services Letter of Credit posted by the Owner into escrow on terms satisfactory to the City where the Director of Development/Transportation Engineering is notified in writing by the Owner prior to any payment to the Prime Contractor that a dispute exists between the Owner and the Prime Contractor regarding the Owner's payment obligation to the Prime Contractor. The Owner and Prime Contractor shall submit the matter in dispute to arbitration pursuant to the Arbitration Act, S.O. 1991, c. 17. as amended and the monies shall be paid out of escrow in accordance with the terms of the final award under the Arbitration Act, S.O. 1991, c. 17. as amended and the Owner and Prime Contractor shall have no further claim against the City;
- (q) If the Prime Contractor exercises its rights under the Construction Lien Act, R.S.O. 1990, c. C.30, the City shall not process any payments unless the Prime Contractor first releases any liens and obtains the court orders necessary to dismiss any actions arising out of those liens including any claims which may shelter under the Prime Contractor's lien;
- (r) If any of the Prime Contractor's subcontractors or suppliers exercise their rights under the said Construction Lien Act, the City shall not process any payments unless all such liens are first released and the court orders necessary to dismiss any actions arising out of those liens are first obtained by the Prime Contractor;
- (s) Prior to releasing any payment to the Prime Contractor the City shall require a statutory declaration from the Prime Contractor declaring that all of its subcontractors and suppliers have been paid in full;
- (t) The procedure set out in this section shall have no application in cases where and to the extent the installation of the Works is performed prior to the execution of this Agreement;
- (u) The Owner shall make explicit reference to the above clauses in any contract it enters into with a Prime Contractor for carrying out any of the Works to be installed by the Developer under this Agreement; and
- (v) The City shall have no obligation to pay the Owner's Prime Contractor except in accordance herewith.

SECTION "3" INDEMNIFICATION

- 3.1 Until the assumption by-law is passed as herein provided, the Owner shall indemnify and save harmless the City and the Region or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of any service required under this agreement, save and except for any damage caused by the negligence of the City or the Region or their respective employees. Prior to final approval of the Plan and prior to the commencement of any construction, the Owner shall file a certificate of its public liability insurance policy, in a form and the terms of which are satisfactory to the City, in an amount not less than \$5,000,000.00 showing the City as a named insured.

The policy shall be kept in force by the Owner until the assumption of services. If the services have not been assumed and the City is not provided with a renewal of the policy at least fifteen (15) days prior to its expiration date, then the City may arrange a public liability policy insuring the City upon terms satisfactory to the City and in an amount not less than \$5,000,000.00 at the expense of the Owner, which may be recovered from the M.S.L.C.

- 3.2 The Owner shall indemnify and save harmless the City from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any damage to the lands abutting the Plan or to any building erected thereon arising from or in consequence of any alteration of grade or level or by reason of any other work undertaken by the Owner in this development, except for work

ordered by the City and not approved by the Owner's consulting engineer, provided that it is completed to the satisfaction of the City.

If the City should incur any legal expenses by reason of an appeal from a decision of the Ontario Municipal Board in respect to the zoning by-law for the Plan, the Owner shall pay same forthwith or it may be recovered from the M.S.L.C.

- 3.3 Any garbage collection, snow ploughing, and salting, or any maintenance operations performed by the City, will not constitute assumption and the Owner absolves and indemnifies the City from any and all loss or liability of every nature and kind whatsoever in connection therewith, other than property damage and personal injury arising out of the negligence of the City or its employees.

SECTION "4" EASEMENTS AND CONVEYANCES

- 4.1 The Owner shall convey to the City and other authorities the lands and easements described in Schedule "K" free of encumbrances, without payment, and at no cost to the City unless otherwise noted. The conveyance of such lands and easements to the City shall be in a form approved by the City. Easements and deeds required by the Region, PowerStream Inc. or other authorities shall be deposited with the City Clerk by the Owner.

Acknowledgement and Direction: The Owner's Solicitor, or its designate, shall be authorized to execute any and all land transfer tax affidavits as agent on behalf of the City, and is authorized and directed to sign, deliver, and/or register electronically, on the City's behalf, all Conveyances and related documents as noted herein, unless and until such time as the City has revoked said authorization in writing, in accordance with the requirement of this Agreement.

- 4.2 As a condition precedent to the deletion of the Inhibiting Order referred to in paragraph 5.15 herein, the Owner shall register the conveyance of all lands and easements in accordance with paragraph 4.1 herein, and shall provide a solicitor's certificate of title together with such other evidence as may reasonably be required by the City, all in a form satisfactory to the City, at no cost to the City, evidencing compliance with the requirements of paragraph 4.1 herein.
- 4.3 If the City or another authority subsequently determines that dedications of lands or easements over lands either within the Plan or outside the Plan are required for drainage or other municipal purposes related to this development, other than those described in Schedule "K" then the Owner will endeavour to convey same on demand, free of encumbrance, and without payment.
- 4.4 If the Owner cannot acquire the lands or easements referred to in paragraph 4.3 for a reasonable sum, the City or other authority may insofar as it is legally empowered to do, expropriate same provided that the cost of expropriation including all of the appropriate authority's costs for any arbitration and compensation proceedings or in preparation therefore, shall be paid by the Owner. The estimated costs shall be paid to the appropriate authority prior to the commencement of any proceedings and an adjustment will be made upon completion. In the event that the Owner fails to deposit the estimated costs with the authority within seven days of demand, the City may refuse to issue any further building permits and may refuse a certificate of occupancy for any completed buildings.
- 4.5 If the City determines in its sole and absolute discretion, that any of the lands or easements conveyed to the City for municipal services are no longer required, then the City may reconvey said lands or easements to the Owner, and all costs and disbursements associated with said reconveyance shall be paid by the Owner.

SECTION "5" BUILDING PERMITS

- 5.1 No building permit applications shall be accepted for any lot or block until the Director of Building Standards has received the following materials:

- (a) Copy of the registered plan.
 - (b) A copy of the executed subdivision agreement.
 - (c) Certification from PowerStream Inc., or its successors and assigns, including the successor amalgamated hydro distribution utility (herein PowerStream Inc.) that the lots and blocks are adequately serviced and that all technical, financial and other requirements of the PowerStream Inc. have been satisfied.
 - (d) If the lot is subject to an easement, or is abutting a walkway, certification from the City Clerk that the required grant of easement, and/or the deed of the walkway have been executed in accordance with Section 4.
 - (e) Certification from the City Treasurer that all taxes levied on the lands have been paid, and that the financial guarantees of the City required by Subsection 2.4 are satisfactory and that all monies owing to the City have been paid.
 - (f) Copies of the approved subdivision Construction Drawings as described in Schedule "B" and approved Hydro drawings, and all reports required by Section 21.
 - (g) Certification from the Commissioner of Community Services that any required protective tree fencing has been constructed in accordance with Subsection 7.4.
 - (h) A certificate from the Owner's consultant, hereinafter referred to as "Consultant" stating that services have been installed in accordance with the Construction Drawings and this agreement to the extent that such lot or block is adequately serviced and written advice from the City that the services appear to have been completed.
 - (i) A copy of any acoustical report referred to in Section 21.
 - (j) If the application is for a residential unit which will have a sideyard of less than 1.2 m in width, evidence in a form satisfactory to the City that a restriction has been registered on the register that prevents its transfer without the consent of the City, which shall not be given until the City has been provided with evidence to its satisfaction, that there is an easement over the lands abutting such sideyard that permits adequate access for maintenance purposes, or that adequate arrangements have been made to ensure the registration of said easement.
- 5.2 Prior to the issuance of any building permit, the Planning Department shall be furnished with a satisfactory copy of the registered plan by the Owner upon which the said department shall designate the street number for each lot and block on the Plan and the Owner shall display the number at the front of each lot and block prior to, and during the construction of the building thereon, in a manner clearly visible from the road.
- 5.3 No building permit shall be issued on any lot until the first lift of asphalt and curbs, if required, have been constructed on the street upon which the lot fronts and on any other street on the Plan which must be used to provide access to the lot from an assumed public road and all required signs have been erected. The roads shall be constructed to the satisfaction of the City. There shall be no building permit issued for any building in the Plan until either the outfall sewers and water system required to service the Plan have been constructed and are available or until the City is satisfied that arrangements have been made for their completion.
- 5.4 Building permits will not be issued for a lot or block subject to an easement, or for a lot or block abutting such easement or a walkway block, until the required services have been installed within the limits of the said easement or walkway block and are operating properly.

- 5.5 The applicant for a building permit shall pay the City any water meter charges for a building prior to the issuance of the permit.
- 5.6 The approval of the City to the registration of the Plan and the execution of this agreement by the City, is not assurance that building permits will be issued on any of the lots or blocks as shown on the Plan so long as the requirements of this agreement have not been fulfilled.
- 5.7 The applicant for a building permit shall submit plans for the construction of the building as required by the City. If Section 21 requires that the building must include acoustical features for noise attenuation purposes, an acoustical engineer shall certify that they are included in such plans. The applicant shall also submit a site plan which includes the information required in Schedule "O" and the information shown on the Lot Grading Plan referred to in Schedule "B".
- 5.8 The site plan shall be approved by the Consultant, or any other Consulting Engineer satisfactory to the City, prior to application for a building permit with a certificate that the plan incorporates the information required by Subsection 5.7. If a revision to the Lot Grading Plan would improve a site plan without prejudice to the adjoining lots, the Consultant shall be allowed to make such revision provided that it is approved by the City at the time the building site plan is filed with the City. The Owner shall ensure that the grading and appropriate ground cover is completed in accordance with the approved site plan.
- 5.9 The approval of the Consultant as indicated by his certificate shall specify that the proposed lot grading complies with City Standards, the Lot Grading Plan and sound engineering principles, that the building design complies with storm, sanitary and water service requirements and that the size, location and depth of service connections are properly indicated on the site plan. The approval shall be indicated by endorsements, including the Consultant's stamp on the site plan. The Consultant shall complete the certificate in the form attached as Schedule "N1" and shall submit it to the Director of Development/Transportation Engineering prior to the application for a building permit for a lot.
- 5.10 An applicant for a building permit shall, when required by the said Director of Building Standards, submit soil tests on a lot in order to determine the suitability of the lands to sustain loads created from building and lot grading operations and shall provide the Director with certified copies thereof prior to the issuance of building permits and without charge.
- 5.11 An applicant for a building permit shall submit foundation drawings prepared by a consulting engineer approved by the City for any foundations to be built on fill or near a steep embankment or when so required by the said Director of Building Standards.
- 5.12 Although a building permit may be issued for the construction of a building, construction thereof shall not proceed above grade until the Consultant has certified that the building is proceeding in accordance with the approved plans and that the elevation at the top of foundation complies with the approved elevation shown on the plan on the basis of which the permit was issued. If required by the Director of Building Standards, the Owner shall provide the Director with details of the existing site elevations of a lot within 48 hours of written notice excluding weekends and statutory holidays. If the Owner fails to provide the said information the City may draw upon the M.S.L.C. for their estimate of the cost and then carry out the work necessary to obtain the required elevations.
- 5.13 In a residential plan of subdivision, an applicant for a building permit on a lot fronting upon a street for which a Completion Approval Notice has been issued pursuant to Subsection 16.3, shall deposit either cash or a letter of credit with the City, prior to the issuance of a building permit, to guarantee the cost of any remedial work required for completed services caused by the applicant, his contractors, employees, or workmen, including road cleaning, ponding, dust control, erosions and sediment controls, slippage controls and traffic control and to guarantee the completion of the lot grading according to the site plan referred to in Subsection 5.7. The deposit shall be in the amount of

\$5,000.00 per lot for three (3) lots or less, plus \$2,000.00 per lot for each lot exceeding three, to a maximum of \$50,000.00 (e.g. 21 or more lots). Any remedial work or lot grading shall be completed by the applicant within 48 hours of written notice from the City. If the deposit is not sufficient to cover the cost of the required work then the deficit may be recovered by the City by action against the applicant or in like manner as municipal taxes owing upon the said lot(s). The deposit or the remaining portion thereof shall be returned to the applicant when an occupancy certificate can be issued in accordance with Subsection 20.1 for the lot(s) without describing any uncompleted works, provided that when a certificate of occupancy cannot be issued for all the lots covered by the deposit, the deposit amount required for the remaining lot(s) for which occupancy certificates cannot be issued shall be recalculated based on the number of such lot(s) using the formula above, and any excess above the new deposit figure shall be returned to the applicant. If a letter of credit is filed, where this paragraph refers to a drawing on or repayment of the deposit it shall be deemed to refer to a drawing on or reduction of the letter of credit. If a Completion Approval Notice has not been issued for the street upon which the lot fronts but has been issued for a street which will be used for access to the lot then the applicant shall pay such deposit to guarantee any remedial work required for the latter street, subject to the conditions set out above.

- 5.14 In an industrial plan of subdivision, an applicant for a building permit shall deposit either cash or a letter of credit with the City, prior to the issuance of a building permit, to guarantee the cost of any remedial work required for completed services caused by the applicant, his contractors, employees, or workmen, including road cleaning, ponding, dust control, erosions and sediment controls, and slippage controls and traffic control and to guarantee the completion of the lot grading and landscaping according to the site plan referred to in Subsection 5.7. For development subject to a simple site plan agreement, the deposit shall be in the amount of \$25,000.00 per lot. For development subject to the City's complex site plan process, the amount of the deposit shall be determined by the City. Any remedial work or lot grading shall be completed by the applicant within 48 hours of written notice from the City. If the deposit is not sufficient to cover the cost of the required work then the deficit may be recovered by the City by action against the applicant or in like manner as municipal taxes owing upon the said lot(s). The deposit or the remaining portion thereof shall be returned to the applicant when an occupancy certificate can be issued in accordance with Subsection 20.1 for the lot(s) without describing any uncompleted works, provided that when a certificate of occupancy cannot be issued for all the lots covered by the deposit, the deposit amount required for the remaining lot(s) for which occupancy certificates cannot be issued shall be recalculated based on the number of such lot(s) using the formula above, and any excess above the new deposit figure shall be returned to the applicant. If a letter of credit is filed, where this paragraph refers to a drawing on or repayment of the deposit it shall be deemed to refer to a drawing on or reduction of the letter of credit.
- 5.15 The Owner shall not transfer any lands within the Plan until an inhibiting order, in a form satisfactory to the City, has been registered. No building permit shall be issued until the Owner has provided the City with satisfactory evidence that the order has been registered immediately following registration of the Plan.
- 5.16 Prior to the issuance of any building permits the requirements of Subsections 14.2, 14.3, 14.4, 19.2 and 19.3 shall have been met.
- 5.17 Notwithstanding that a building permit has been issued if a condition occurs which leads the chief building official to conclude that a report is incorrect or that additional information is required, the chief building official may cancel the building permit and refuse to issue further building permits until his concerns are satisfied.
- 5.18 Notwithstanding the provisions of Subsection 5.1, the City may issue model home building permit(s) provided that the land is zoned to the satisfaction of the City and that:
 - a) The conditions of paragraphs b, d, e, g, and h of Subsection 5.1 are fulfilled.
 - b) Hydro has confirmed that the building can be serviced to its satisfaction.

- c) The location(s) of the model home(s) have been approved by the City.
- d) The Plan required by Subsection 5.7 has been approved by the Consultant and the City has approved the Lot Grading Plan and is satisfied that adequate access is available.
- e) The building shall be completed so that the normal provisions of an occupancy certificate are fulfilled to the satisfaction of the Chief Building Official, and the lot grading, landscaping, and all required sidewalks and fences are completed for the lot in question to the satisfaction of the City as soon after completion of the building as weather permits. Otherwise, the provisions in Subsection 16.1 shall apply with any necessary changes.
- f) In no case shall a completed model home be transferred or occupied until all the other provisions of this agreement regarding issuance of building permits, occupancy certificates or transfer are fulfilled for the lot in question.
- g) Prior to the release of a building permit for any model home, the applicant for the building permit shall provide the City with satisfactory proof that a restriction has been registered that prevents the transfer of the lot without the consent of the City, which shall be given upon compliance to the satisfaction of the City with all the provisions of this agreement regarding the issuance of building permits, occupancy certificate or transfer for the lot in question. The number of model permits allowed shall be in accordance with Section 21.

SECTION "6" MUNICIPAL SERVICES

- 6.1 All services shall be designed and installations supervised by the Owner's consulting engineers (or by architects, landscape architects, or other professionals where applicable), hereinafter called the "Consultant", satisfactory to the City. Where this agreement requires the Consultant to file a certificate, it shall be in a form approved by and satisfactory to the City.
- 6.2 The Consultant shall obtain the approval of the City, the Region, the Ministry of the Environment, and all appropriate authorities required by Section 21 for the design of the services, including the drainage pattern, the provision of sewage treatment and water facilities, and any temporary or permanent works required by such authorities. Construction shall not commence until the City has given its approval and at least 48 hours written notice shall be given to the City prior to any work being commenced or resumed.
- 6.3 The Owner's contract with the Consultant shall include design, general supervision and resident supervision and shall require the Consultant to certify to the City that the services have been installed in accordance with the Plan and specifications and good engineering practice. The contract shall provide that the City may personally inspect the installation of the services and shall have the power to stop the work in the event that in its opinion, adjustment to the design is required to suit actual conditions not known at the time of approval, the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the City, or the work has been commenced without its approval. All design drawings shall carry the seal and signature of the Consultant who is responsible for the designs.
- 6.4 The Owner, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as a Constructor and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The Owner shall carry out or cause to be carried out all construction work in accordance with the requirements of the Act and regulations for construction projects.
- 6.5 Prior to awarding a contract for the installation of any of the services, the Owner shall file with the City, a list of the contractors and subcontractors or persons to be engaged in the installation of such services, and obtain the City's written approval prior to the commencement of any work, provided that such approval shall not be withheld

- unreasonably. No work shall be commenced by a contractor until he has filed with the City a certificate of public liability insurance in an amount satisfactory to the City, and in compliance with the requirements of Subsection 3.1. The Owner shall produce as requested copies of all contracts and change orders with the City for its approval before any work commences.
- 6.6 All work shall be carried out in accordance with the approved Construction Drawings as listed in Schedule "B", the specifications as set out in Schedule "E", the requirements of other authorities as required by Section 21, and the submitted contracts and work orders. The City shall resolve any discrepancy between any of these documents. The Owner shall pay for any tests of the soil and construction material required by the City at any time during the construction of a service.
- 6.7 Municipal services for adjoining developing lands may be connected to the services covered by this agreement with the written consent of the City, provided that the City shall be responsible for any damage caused by such connections unless it is due to faulty construction of the service by the Owner.
- 6.8 Any work undertaken by the Owner prior to the registration of the Plan shall not be accepted as a municipal service until such time as the Consultant has advised the City in writing that such work has been carried out in accordance with the City's specifications and the Owner shall expose or reconstruct any service if so required by the City. The City may inspect the installation of the services and may require the stoppage of work, if, in its opinion, adjustment to the design is required to suit actual conditions not known at the time of approval, the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the City, or if the work has been commenced without its approval.
- 6.9 The Owner shall not connect any watermain or sewer to any existing municipal or private system without the written approval of the City. The Owner shall pay to the City on demand the cost of cleaning such system or of repairing any damage thereto if in the opinion of the City it was caused by the connection.
- 6.10 The Owner shall carry out at his expense, any temporary or permanent works that may be necessary to control ponding, dust, erosion, siltation or slippage conditions. The decision of the City as to what work is necessary, is final and binding.
- 6.11 The City may designate points of access and egress to the Plan during the period of construction of services and buildings and only those points shall be used for access or egress. Permanent type access control barricades shall be erected by the Owner at locations designated by the City prior to construction, and maintained during the period of construction.

SECTION "7" TREES

- 7.1 The Owner shall plant trees on public property and landscape lands on the Plan as described in Schedule "C" and as shown on the approved Construction Drawings and complete same as described in Schedule "F", to the satisfaction of the City.

Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of this subdivision agreement. A drawing showing conceptual locations for boulevard trees is included as a Construction Drawing in Schedule "B" of this subdivision agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.

The City has not imposed an amount of a "tree fee" or any other fee which may be charged as a condition of purchase for the planting of trees. Any "tree fee" paid by purchasers for boulevard trees does NOT guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling.

- 7.2 Prior to final approval of the Plan, the Owner shall prepare a tree assessment study to the satisfaction of the said City. The study shall include an inventory of all existing trees,

assessment of significant trees to be preserved and proposed methods of tree preservation. The Owner shall not remove trees without the written approval of the Commissioner of Community Services.

- 7.3 The Owner shall cut down and remove from the lands in the Plan all diseased and dead trees in accordance with the approved tree assessment study. The decision of the City as to which trees are diseased or dead, and as to their manner of disposal shall be final.
- 7.4 All trees to be retained shall be fenced around the outside drip line of each tree in a manner approved by the City. Protective tree fencing shall be constructed prior to release of building permits, and maintained for the entire period of development or construction.
- 7.5 Any trees seriously damaged or removed without the permission of the City shall be replaced to the City's satisfaction by the Owner. The Owner shall undertake any grading, pruning and other remedial work which the City may reasonably require for a damaged or diseased tree or to maintain the existing condition of a tree or to protect property from damage due to a tree. The Owner shall complete the work within 7 days of written notice delivered to the Owner or his Consultant. If the work is not completed within such period, the City may undertake the work at the expense of the Owner and recover the cost from the M.S.L.C. If, in the opinion of the said City, work is required immediately, the City may undertake it without notice and recover the cost from the M.S.L.C.

SECTION "8" LOT GRADING

- 8.1 The Owner shall carry out all lot grading in accordance with the Lot Grading Plan referred to in Schedule "B", with the Lot Grading Criteria referred to in Schedule "O", and with the Site Plan referred to in Subsection 5.8. The Owner specifically covenants for himself and his successors or assigns including the individual homeowners, to do no work that will interfere with the approved grading.
- 8.2 Prior to the issuance of building permits, the Owner shall complete the overall grading of all lots and blocks in the Plan to elevations acceptable to the City.
- 8.3 The Consultant shall indicate on the Lot Grading Plan referred to in Schedule "B" all objects or conditions which would affect the construction or occupancy of the buildings, including the location and base elevations of existing trees, existing contours, proposed elevations for the lots and buildings, the degree and limits of slopes over 5 horizontal to 1 vertical, restrictions on building types, proposed road elevations and grades, and the locations of sidewalks, hydrants, valve chambers, catch basins, or other objects in the road allowance which would affect driveway locations and grades.
- 8.4 All public property within a road allowance, other than pavement or sidewalks, shall be top soiled and sodded by the Owner at his expense to the satisfaction of the City.
- 8.5 The Owner shall complete the works in the park and any open space lands on the Plan as described in Schedule "C" and as shown on the approved construction drawings.
- 8.6 The Owner shall cover all lands disturbed directly or indirectly as a result of development and which are not covered by road allowances, walkways, buildings, driveways, etc., with at least 100mm of topsoil, unless they are already so covered, and provide dust and erosion controls, to the satisfaction of the City.
- 8.7 (a) In every agreement of purchase and sale, the Owner shall reserve the right of the Owner or the City, notwithstanding the completion of the sale of a lot, to enter upon the said lot for a period of two years after the completion of the sale or until assumption of the services, whichever date is later, in order to carry out any lot grading work which in the opinion of the City is required. The City shall notify the Owner in writing of the work required and if the Owner does not acknowledge within 48 hours that the work will be done or if the Owner does so acknowledge but does not complete the required work within 14 days of the notice the City may enter upon the lands and proceed to do the work at the Owner's expense in accordance with Subsection 16.2, except that if written notice is given by the City

between November 1st of the first year and June 1st of the second year, the Owner shall complete the work prior to June 15th of the second year. If the City determines that an emergency exists, the City may proceed with the required work without notice at the expense of the Owner which may be recovered from the M.S.L.C.

- (b) If the grading of the lot has been completed and a certificate issued pursuant to Paragraph 20.1(c) and if the grading of such lot is satisfactory to the City's Development/Transportation Engineering Department then, subject to the provisions of paragraph(c), the Owner is no longer responsible for the grading of such lot, provided that if a complaint is received by the Department prior to the assumption of services about an alteration to the grading, it shall determine whether there is an adverse effect and the party responsible. If the subsequent owner of a lot alters its grade after certification, the Owner or the City is not responsible for the grading of such lot, and if the alteration adversely affects an adjacent lot, then the owner of the latter lot may enforce the provisions of this agreement which requires every owner to maintain his lot in accordance with the approved Lot Grading Plan. The Owner is not responsible for any grading defect occurring after the assumption of services.
 - (c) Notwithstanding that a lot has been graded in accordance with the approved grading plan, if the plan was approved on the basis of incorrect information, the lot shall be regraded by the Owner in accordance with a revised plan approved by the Consultant and the City, all at the Owner's expense.
- 8.8 If at any time prior to the certification of a lot pursuant to paragraph 20.1(c), a problem arises with respect to the grading of a lot, the Owner shall report to the Director of Development/Transportation Engineering in respect to it within 24 hours. If required by the Director, the Owner shall provide within seven (7) days of a written request, an "as built" grading plan prepared by his Consultant.
- 8.9 In the event that the Owner fails to grade any or all of the lots as required by the City or the Director of Development/Transportation Engineering or if he fails to provide the "as built" grading plan the City may draw upon the Municipal Services Letter of Credit for its estimate of the cost and complete the works or obtain the plan at the expense of the Owner.

SECTION "9" ROADS

- 9.1 All roads shall be constructed in accordance with the approved construction drawings and the City's then current specifications. The final lift of asphalt and top of curb shall not be placed until at least two winters after the base course unless the City approves in writing their construction prior to that time.
- 9.2 Each phase of the granular and stone bases shall be individually inspected and certified by the Consultant before the next granular or stone course or the base course of asphalt is laid.
- 9.3 All manholes and catchbasins or other appurtenances in the paved area of the road shall be temporarily set to base course elevations.
- 9.4 Prior to issuance of building permits, all grading associated with road construction shall be completed and provision made for the control of dust, erosion, siltation and slippage conditions.
- 9.5 The road allowances within the Plan shall be dedicated as public highways and the Owner shall convey them to the City without charge and free of encumbrance unless they are so dedicated on the Plan.

SECTION "10" WATERMAINS

- 10.1 A complete system of watermains and appurtenances shall be installed by the Owner to service the lands included in the Plan as shown on the approved Construction Drawings and in accordance with the City's then current specifications.
- 10.2 The Owner shall adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the City. Hydrants shall be painted to City specifications.
- 10.3 The use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the City waterworks by-law, in force from time to time.

SECTION "11" SANITARY SEWERS

- 11.1 A complete system of sanitary sewers and appurtenances shall be installed by the Owner to service the lands covered by the Plan as shown on the approved Construction Drawings and in accordance with the City's then current specifications.
- 11.2 No storm drainage system or downspout shall drain into a sanitary sewer.
- 11.3 The use of the sanitary sewers and sewer services shall be subject to the City's sewer by-law, in force from time to time.

SECTION "12" STORM DRAINAGE

- 12.1 A complete system of storm sewers and appurtenances shall be installed by the Owner to service the lands covered by the Plan as shown on the approved Construction Drawings and in accordance with the City's then current specifications.
- 12.2 The use of the sewers and sewer services shall be subject to the City's sewer by-law, in force from time to time.
- 12.3 If the said drainage works result in drainage through other lands, if required by the City, all such work shall be carried out by the Owner by means of an open ditch or storm sewer of sufficient size for the drainage requirements of the drainage area. The design is to be based on the run-off expected from the said area when completely developed with buildings, pavements, sidewalks and parking areas and must meet with the requirements and approval of the City. The drainage works shall be completed by the Owner at his expense and the provisions of Subsection 16.2 respecting entry and completion by the City, payment of the City's costs and refusal of building permits shall apply. The City's costs include the cost of acquiring lands or easements and the City may draw upon the M.S.L.C. for its estimate of the cost of acquisition, including all costs related to an expropriation, prior to any entry on the lands.
- 12.4 If a building is located on a street serviced by a storm sewer designed to accommodate foundation drainage, or by a foundation drain sewer, such drainage shall be carried to the sewer by a sewer connection. If the storm sewer is not so designed, then the foundation drainage shall not be connected to the sewer. In all cases, the roof drainage shall discharge onto splash pads in the front yard distant at least 1m from the sideyard unless the Director of Building Standards determines that, because of site specific conditions, the drainage may be discharged at another point. All such sewer connections shall be installed by the Owner in accordance with City specifications and design standards as described in Schedule "E".

SECTION "13" POWERSTREAM INC.

- 13.1 The Owner shall construct all facilities and appurtenances in accordance with the requirements of PowerStream Inc. with respect to the design, installation, connection and/or expansion of electrical distribution systems, connection assets and any other electrical distribution infrastructure. The Owner further agrees that all lands shall be serviced by underground electrical distribution systems and related infrastructure in

accordance with City of Vaughan standards. The Owner shall enter into and execute a development agreement with PowerStream Inc. prior to final approval and registration of the Plan on terms satisfactory to PowerStream Inc..

SECTION "14" STREET NAMES AND SIGNS

- 14.1 Permanent street name signs and all traffic signs shall be erected and paid for by the Owner in accordance with provisions of this agreement.
- 14.2 Prior to the issue of a building permit for a lot on a street, the Owner shall erect on such street to the satisfaction of the City:
 - (1) Street name signs which shall be maintained by the Owner.
 - (2) Temporary signs warning motorists that the new roads are not assumed.
 - (3) Permanent traffic signs.
 - (4) "No Dumping" signs along parkland frontage.
- 14.3 The Owner shall erect a temporary painted sign on wood backing to identify each lot and block on the Plan which shall be clearly legible from the street. The Owner shall erect the sign prior to the issuance of a building permit for the lot and maintain it until the building is occupied and the permanent street number displayed.
- 14.4 Prior to the issue of any building permit, the Owner shall advise builders and purchasers of lots in the Plan, by the installation of a sign or signs on the property, of the intended use of the lands being conveyed to the City or other authorities, other than road widenings or 0.3 metre reserves. Such signs shall also be erected on blocks zoned so as to permit any use other than single family dwellings.

SECTION "15" SIDEWALKS, WALKWAYS, DRIVEWAYS, FENCES, ETC.

- 15.1 The Owner shall construct the sidewalks, walkways, driveways, fences and all other services shown upon the approved construction drawings and also those described in Schedule "C", to the satisfaction of the City.

SECTION "16" COMPLETION OF SERVICES

- 16.1 The services shall be installed in accordance with the work schedule attached hereto as Schedule "F" and if the work is not performed in accordance with the schedule, it shall be considered as "failing to proceed with reasonable speed". Provided that if the work is delayed by a strike, act of God "force majeure" or similar occurrence, the completion date shall be extended by the period of such delay.
- 16.2 Notwithstanding the provisions of Section 16.1 and Schedule "F", in the event that the Owner fails to install services covered by this agreement as and when required by the City or having commenced to install the services, fails to proceed with reasonable speed, or if the services are not being installed according to the specifications and requirements of this agreement, in addition to any other remedy, upon the City giving seven (7) days written notice to the Owner, and if the Owner has not commenced to rectify the deficiency and does not continue, in the opinion of the City, to work diligently to rectify the deficiency, the City may draw upon the M.S.L.C. for the estimated cost of the works and enter upon the lands in the Plan and proceed to supply all materials and to do all necessary works in connection with the installation of the services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an engineering fee on the cost of such materials and works to the Owner. Such entry by the City shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the services by the City.

16.3 A Completion Approval Notice shall be issued by the City upon completion of all municipal services in the Plan, or in an area of the Plan approved by the City, upon receipt of the following materials:

- (a) A complete set of "as-built" construction drawings and design sheets for the services, of a type and in a condition acceptable to the City.
- (b) A certificate from the Ontario Land Surveyor that all standard iron survey bars as shown on the registered plan are in place.
- (c) A letter of credit for the performance and maintenance of the services as shown in Schedule "H".
- (d) A completion certificate from the Consultant as to the satisfactory completion and testing of each one of the underground and above ground services described in Schedule "C". This certificate must be signed and be stamped by a Professional Engineer licenced to practice in the Province of Ontario.
- (e) Affidavits of the actual total cost of the services, including all extras and the Owner shall pay the City any increase in the estimated 3 ½ % engineering fee as shown on Schedule 'I' or be refunded any overpayment".
- (f) A complete set of "as built" boulevard tree planting plans and landscape plans of a type and in a condition acceptable to the Commissioner of Community Services.
- (g) A certificate from the Landscape Architectural Consultant, certifying the satisfactory completion of the boulevard planting and of all other landscaping in the Plan in accordance with the specifications and the approved construction drawings and that the plant materials have been installed for a period of at least twelve (12) months. This certificate must be signed and stamped by a member of the Ontario Association of Landscape Architects (O.A.L.A.).
- (h) A certificate from a professional Ontario Land Surveyor identifying that all fencing, including concrete footing are located in completely on the private lands and totally clear of any 0.3 metre reserve in accordance with the approved Construction Drawings;
- (i) A structural certificate from the Engineering Consultant certifying the satisfactory completion of the acoustical fencing in accordance with the specifications and the approved Construction Drawings. This certificate must be signed and stamped by a Professional Engineer licensed to practice in the Province of Ontario; and
- (j) An acoustical certificate from the Engineering Consultant certifying the satisfactory completion of the acoustical fencing in accordance with the approved noise report recommendations, specifications and approved Construction Drawings. The certificate must be signed and be stamped by a Professional Engineer licensed to practice in the Province of Ontario.
- (k) A certificate from the Engineering Consultant certifying that the driveways on Lots 2, 4, 6, 8, 9, 15, 23 to 27 both inclusive, 30 to 32 both inclusive, 34, 35, 39 to 42 both inclusive, 45 to 47 both inclusive, 51 to 54 both inclusive, 56 to 59 both inclusive, 61, 63 to 65 both inclusive, 68, 70 and 72 to 74 both inclusive on Schedule "A", have been constructed with permeable concrete pavers in accordance with the approved Construction Drawings.

16.4.1 Notwithstanding the provisions of Subsection 16.3 the Completion Approval Notice shall not be issued until:

- (a) The City has made a verification inspection with the Consultant. If the inspection of the service reveals that it or any part thereof, requires cleaning or repair, then this shall be carried out by the Owner forthwith. If the inspection reveals that although the services may have been constructed in accordance with the approved

drawings and specifications, the completed work does not function to the satisfaction of the City, the Owner shall complete any remedial or additional work which the City may require.

- (b) Adequate lot grading and ground cover exists on the entire site to prevent ponding, dust, erosion, siltation and slippage conditions.
- (c) Construction and landscaping of at least 85% of the building lots in the Plan has been completed, provided that the City may issue the notice if less than 85% has been completed, if in its opinion the situation justifies it.
- (d) The Consultant has certified that the remaining lots, not built upon and landscaped, have been rough graded and are free draining in accordance with the Lot Grading Plan, and meet the conditions of (b) above.
- (e) The Consultant has submitted a complete set of the Storm Water Management Facility – SWM Soft Data Requirements, if applicable, to the satisfaction of the City including the following:
 - (i)
 - New Facility Information Data
 - Drawing(s)
 - SWM Design and Facility Operation Maintenance Report
 - Digital Photos of SWM Facility
 - GIS Shapefile
 - Auto CAD Drawing(s)
 - General Facility Information Survey
 - (ii) Bathymetric survey of any wet SWM Pond
 - (iii) Certificate from the consultant confirming that the accumulated sediment in the SWM facility has been removed and the available storage volumes meet the design requirements.
- (f) Upon completion of the installation of the Non-Aquatic Planting, the City shall receive a certificate from the landscape architectural consultant, certifying the satisfactory completion of the SWM pond(s), Non-Aquatic Planting in the lands in accordance with the specifications and the Construction Drawings and that the non-aquatic plant material have been installed. This certificate must be signed and stamped by a member of the Ontario Association of Landscape Architects (O.A.L.A.).

The Owner shall maintain the Non-Aquatic Planting for a minimum of 24 months, to the satisfaction of the City.

16.4.2 Notwithstanding the above paragraph(d), if the Director of Development/Transportation Engineering advises the City that the certificate is incorrect, the Completion Approval Notice shall not be issued until all deficiencies are remedied.

16.5 The date of the Completion Approval Notice shall be known as the "completion date" whereupon a guaranteed maintenance period shall commence.

16.6 The guaranteed maintenance period shall be a period of not less than 13 months but shall continue until the assumption of services. The Owner shall maintain the services in accordance with the approved construction drawings listed in Schedule "B" and in good operating condition. The Owner shall make good any defacement, imperfection or damage resulting from any cause whatsoever other than the negligence of the City or its employees. The decision of the City is final as to the nature and cause of such imperfections and the necessity for remedial action. The Owner shall commence the necessary work within seven days of written notice from the City and continue in the opinion of the City to work diligently to complete the works.

SECTION "17" MAINTENANCE OF SERVICES

- 17.1 No debris, junk, rocks, stumps, dead trees or fill of any kind shall be deposited on public property or vacant private property or vacant school sites and the Owner shall remove such materials at his expense after being notified to do so by the City. The Owner shall maintain all lands owned by the Owner, including trees and shrubs, grass and weed cutting, and annual spraying for weed control, and also similarly maintain all public and vacant private lands until the services are assumed. Notwithstanding the provisions of this paragraph, clean fill and top soil may be deposited on any lands with the written consent of the City for a period not exceeding 6 months from the date of issuance of the first building permit on the Plan. Such period may be extended by the City. Such maintenance by the City shall not be deemed an acceptance or assumption of municipal services.
- 17.2 The Owner shall maintain all roadways and streetlighting in the Plan in a proper condition for vehicular traffic during all phases of construction and shall keep roadway surfaces, and all ditches, catch basins, storm and sanitary sewers and appurtenances clear of dust, mud, refuse, rubbish and other litter until the services are assumed by the City. Prior to assumption of the services, the City may carry out regular household garbage collection for occupied residential units only and snow ploughing and salting operations on every paved subdivision roadway that is connected by pavement to completed roadways; provided that the asphalt and any manholes or other such appurtenances have been maintained at the base course elevations to the satisfaction of the City, and that a dwelling has been occupied on such subdivision roadway.
- Notwithstanding the above, the Owner shall provide an alternative disposal option until such time as the City, at its discretion, has free, clear and continual road access. The Owner shall notify purchasers of the alternate disposal process and sited in a convenient and accessible location for purchasers to use.
- 17.3 All roads and streets used for access to this subdivision shall be kept in good, useable and dust-free condition by the Owner at his expense during the construction of the services and all buildings within the Plan.
- 17.4 The Owner shall maintain all services shown upon the Construction Drawings and detailed in Schedule "C", and the grading of all lots to the satisfaction of the City until a by-law has been enacted assuming the services.
- 17.5 If at any time prior to the assumption of the services by the City, any of the services provided by the Owner do not function properly, and in the opinion of the City, repairs are necessary immediately to prevent damage or hardship to any person or persons, the City may make whatever repairs it may deem necessary without notice and the Owner shall pay to the City immediately upon receipt of a written demand, any expense including engineering fees incurred in making the said repairs. Such repairs shall not constitute acceptance of the services by the City. The City shall advise the Owner within seven (7) days from the entry by the City of the nature and extent of the emergency and repairs which were necessary. If the Owner fails to pay as required herein, the City may draw on the M.S.L.C.
- 17.6 In the event the Owner fails to maintain the lands and services as stated in Subsection 17.1 to 17.4 to the satisfaction of the City, the City may, after seven (7) days written notice in the case of Subsection 17.1 and after 24 hours written notice in the case of Subsections 17.2 to 17.4, but without notice in the case of an emergency, undertake the work that is deemed necessary at the expense of the Owner. Payment for any such works may be drawn by the City from the Municipal Services Letter of Credit.
- 17.7 The Owner shall conduct annual inspections of the SWM Pond(s) and shall submit results to the City. The Owner shall remove excess siltation from the SWM Ponds at various times from the date of construction through until the date of Assumption in order for the Ponds to function properly as determined by the City.

SECTION "18" ASSUMPTION OF SERVICES

18.1 The City shall pass an assumption by-law when:

- (a) A period of at least 13 months has elapsed from the completion date, ending between April 1st and October 31st.
- (b) The Owner has completed any repairs or works necessary during the guaranteed maintenance period.
- (c) The City has received a certificate from the Consultant certifying that the services are in a satisfactory condition to meet City standards for assumption.
- (d) The City has received a certificate from the Landscape Architectural Consultant, certifying that the aquatic planting in the SWM Pond(s), boulevard planting and all other landscaping in the Plan are in a satisfactory condition to meet City standards for assumption.
- (e) The City has submitted a written report to Council stating that the services have been constructed and installed to City specifications and are in the required condition to be assumed. The City shall make such inspection as soon as is reasonably possible after the receipt of the certificate referred to in Paragraph (c).
- (f) The City has received evidence that all accounts in connection with the services have been paid and that there is no action or claim involving the City respecting the construction of the services.
- (g) The City Treasurer has submitted a written report to Council stating that all of the City's financial requirements have been met or will be met on the passing of the assumption by-law.

18.2 In the event that the City is of the opinion that an area of the Plan may be assumed without prejudicing the operation of any service assumed or about to be assumed, the City may assume the services in such area and reduce the Letter of Credit accordingly.

18.3 Upon an assumption by-law being passed, the ownership of the affected service or portion thereof, shall vest in the City and the Owner shall have no claims or rights thereto, other than those of an owner of land abutting on streets on which the services were installed.

18.4 The works described in Schedule "L" are not services to be assumed by the City and are not vested in it. PowerStream Inc. facilities are subject to a guaranteed maintenance period and assumption through a separate development agreement with PowerStream Inc.

18.5 Assumption of SWM Pond(s) shall not occur until at least 85% of the Owner's Plan which are tributary to the respective SWM Pond have been completed and sodded and not less than 13 months after Completion Approval of the SWM ponds. In addition, the SWM Ponds must be cleaned and the aquatic planting completed to the satisfaction of the City prior to assumption.

SECTION "19" NOTICE TO PURCHASERS

19.1 A notice of this agreement and the schedules thereto or any part thereof shall be registered upon title of the lands described in Schedule "G" and the Owner shall, if so required by the City, enter into a supplementary agreement with the City which shall be registered at his expense against the title of the lands shown in Schedule "A" which are then owned by the Owner and which said supplementary agreement(s) may contain any unforeseen items relating to the matters in this agreement which are not known at this time.

19.2 The Owner shall cause to be displayed, in any sales office which he operates or which is operated in respect to the Plan, a copy of the relevant Official Plan Amendment and a

land use plan which shows not only the Plan and its proposed and future uses, but also the uses designated in the Official Plan for abutting lands, including any proposed extensions of roads in the Plan, any proposed highways and hydro transmission lines within 500 metres of the Plan, including interchange and tower locations, the location and extent of any existing or proposed berms and fencing along lot boundaries; locations of all sidewalks, community mail boxes, bicycle paths, railway lines, stormwater management ponds, existing and future schools and parks, existing and future commercial areas, existing and future areas of differing residential densities and possible future transit routes. The necessary display plans shall be provided by the Owner and approved by the Director of Planning prior to the Building Standards Department issuing any building permits. The Owner shall advise the Director of Planning when the displays are in place within the sales pavilion and this shall be confirmed in a clearance letter from the Director of Planning to the Director of Building Standards prior to the issuance of building permits.

If at any time the required plans and information is not displayed in the sales office the City may draw on the municipal service letter of credit and cause the plans to be displayed or take other appropriate measures as necessary.

19.3 The Owner shall indicate on every copy of the Plan prepared for display or distribution, or for the sale of lots or blocks, the uses referred to in Subsection 19.2. If the Owner does not comply with this paragraph or Subsection 19.2, the City may withhold building permits until this requirement is complied with.

19.4.1 The Owner shall include in every offer or agreement to purchase a lot in the Plan a reference to the following:

- (a) That no building permit shall be issued for the lot until all relevant provisions of Sections 5 and 21 have been fulfilled, and such provisions shall be set out in detail in the offer or agreement to purchase.
- (b) That the grading of the lots shall be completed and maintained in accordance with Sections 8 and 17.
- (c) That there shall be no occupancy of any building until a certificate of occupancy has been issued pursuant to Section 20.
- (d) The municipal services which are provided by the Owner for the lot or block.
- (e) Whether or not a sidewalk, walkway, bicycle path or future road extension is to be constructed on the road or on a block abutting the lot(s), and whether or not a berm or fence is to be constructed on the lot(s).
- (f) The right of the Owner or the City to enter on the said lot pursuant to Subsection 8.7.
- (g) That the purchaser will be required to maintain the acoustical measures which this agreement requires for the lot and building.

19.4.2 If a lot is abutting a park, the Owner shall also include the following warning clause:

"Purchasers are advised that the dwelling occupants may be subject to parkland noise and sports field lighting due to the nature and use of the adjacent park."

19.5 The Owner shall attach to every such offer:

- (a) A copy of the Plan.
- (b) Schedule "A", Land Use Plan, to the relevant Official Plan Amendment.
- (c) Any relevant Neighbourhood Plan.

- 19.6 If the Owner is not in default of any provisions hereof or any supplementary agreement in respect to a lot, and the plan of subdivision has been assumed by the City, the City Clerk shall, at the request of the Owner, execute and deliver to the Owner a release of such lot from all of the financial requirements of this agreement and any supplementary agreement.
- 19.7 If a restriction is entered on the register of a lot which prevents its transfer without the consent of the City, the City shall not consent to the transfer and release of the restriction unless it is provided with a personal undertaking from a Solicitor to register the transfer in accordance with the provisions of Subsection 5.1(j) herein, in a form satisfactory to the City.

SECTION "20" OCCUPANCY

- 20.1 No building shall be occupied until the Director of Building Standards has issued a certificate permitting occupancy of the building and until:
- (a) All monies due to the City in respect to the building have been paid.
 - (b) All services to and in front of the building have been completed, the lot services have been connected thereto, any water meter required by the City has been paid for and installed and the use of the services has been approved by the City.
 - (c) Consultant has certified that the lot grading complies with the Lot Grading Plan, that the drainage of the lot complies with City Grading Standards, and a consulting engineer, if required pursuant to Subsection 5.12, has certified that the foundation for the building has been completed in accordance with the foundation drawings. The certificate shall be in the form attached as Schedule "N2".
 - (d) The driveways, sodding, drainage, swales, sidewalks and fencing as shown on the site plan approved by the City, and any other works required by this agreement for the lot in question, have been completed.
 - (e) Rough lot grading, including removal of construction debris from the lot has been completed. Pedestrian access to front entry and vehicular access to garage door has been provided.
 - (f) If the building has a sideyard less than 1.2 m in width, the lot shall not be transferred unless there is an easement, or adequate arrangements have been made, to the satisfaction of the City, to ensure creation of an easement, over the lands abutting such sideyard that will provide adequate access for maintenance purposes.
- 20.2 Notwithstanding the provisions of Subsection 20.1, if any of the works described in Paragraphs (c) and (d) of that section have not been completed due to conditions beyond the builder's control, and the building complies with the occupancy provisions of the Ontario Building Code, a provisional occupancy certificate may be issued for the dwelling provided it describes the uncompleted works and provided the rough grading and removal of construction debris has been completed and pedestrian access to the front door and vehicle access to the garage have been completed. If the certificate inadvertently omits works which the Owner or builder is required to complete, such omission shall not affect the obligation to complete.
- 20.3 If a building is occupied without a certificate and the City has notified the occupant that such occupancy is hazardous to the occupant, then in addition to all other remedies available, the City may terminate all municipal services thereto.

SECTION "21" SPECIAL CONDITIONS

21.1 FINANCIAL

- 21.1.1 (a) Development Charges and applicable Special Service Area Development Charges shall be paid to the City of Vaughan in accordance with the City of Vaughan Development Charge By-law in effect at the time of payment. The By-law requires the payment of the Engineering Services component of the Development Charge and applicable Special Service Area Development Charges immediately upon entering into a subdivision agreement. The balance of Development Charges are payable on the date a building permit is issued at the rate in effect at that time less applicable credits, if any.
- (b) The Owner hereby covenants and agrees that the City or the Chief Building Official under the Building Code Act, R.S.O. 1990, c.B.13, shall not issue a building permit with respect to the Plan or any part thereof until the requirements and obligations of the Owner as set out in this Section 21 have been fulfilled and complied with, with respect to the Plan or the part thereof for which the building permit is requested, and all rights to the issuance of any building permit or permits which the Owner or subsequent owners would have had, but for the provisions of this subdivision agreement, are hereby expressly waived.
- (c) The Owner hereby covenants and agrees to assert no right to, to forfeit, and to waive, any and all claims, demands, applications, actions and appeals which it may have or become entitled to have with respect to requesting payment from the City or from any other government authority of any refund of ineligible credits as contemplated by Bill 98 in effect on March 1, 1998, in connection with development charges or as enacted or as contemplated by any other similar proposed or enacted future legislation, statute or regulation to amend the Development Charges Act R.S.O. 1990 c.D.9.
- 21.1.2 The Owner shall pay the City \$3,110.00 plus Goods and Services Tax (G.S.T) as per Schedule "I" for the installation of two geodetic bench marks and two horizontal control monuments. The City will install the monuments when it deems them to be required and at locations as determined by the City.
- 21.1.3 Prior to final approval of the Plan, the Owner shall contribute an amount equal to the cost of recycling containers per each residential dwelling unit and/or part-lot dwelling unit within the Plan in accordance with the City of Vaughan Fees By-law, as amended, as per Schedule "I".
- 21.1.4 Prior to final approval of the Plan, the Owner shall provide to the City, securities in the amount of \$5,000.00 per single detached unit and \$2,500.00 per unit for semi-detached units and townhouses, to a maximum of \$500,000.00, to guarantee the satisfactory completion of all occupancy requirements, including final inspections, in accordance with the provisions of the Ontario Building Code (OBC) and this agreement for each unit covered by this agreement. Such security may be provided by irrevocable letters of credit, in a form acceptable to the City as per Schedule "H".

These securities may be drawn on by the City as required if, in the opinion of the Director of Building Standards, the Owner has not complied with the provisions of the OBC and the agreement for occupancy and final inspections. In the event of a draw on the said securities, the Owner agrees to replenish the amount drawn within 30 (thirty) days of written notice thereto.

The Owner is advised that there shall be no reduction of the securities posted until such time as all units, save and except the last 50 units, have received final clearance in the form of a completed final inspection from the Director of Building Standards following which the City may reduce the Letter of Credit by \$5000.00 for each subsequent unit so completed. Where the agreement recognizes semi-detached, townhouse or multiple units, the Owner shall be permitted to post \$2500.00 per unit to a maximum of \$500,000.00. Release of securities shall be in the same manner as for single detached units.

21.1.5 Prior to final approval of the Plan, the Owner shall pay its proportionate share of the costs for the oversizing and deepening of the sanitary subtrunk sewers within Block 12 in accordance with the Subsection 18.18 of the Block 12 Spine Services Agreement between the City and Block 12 Properties Inc., dated November 24, 2005 plus pay its proportional share of the cost for that portion of the proposed future sanitary subtrunk sewer on the Helmhorst property and its connection to the Regional Bathurst Trunk Sewer at Major Mackenzie Drive as shown on Schedule “M2”. The cost sharing represents, but is not limited to, the cost of the sewer oversizing, operating, maintenance and decommissioning of the temporary sanitary pumping station as follows:

i) Block 12 sewer system oversizing	\$ 24,802.28
ii) Temporary sanitary pumping station and future sewer through the Helmhorst lands	\$ 65,460.72
TOTAL	\$ 90,263.00

Prior to final approval of the Plan, the Owner shall pay the sum of \$92,970.89 (\$90,263.00 plus 3% City Administration Fee = \$92,970.89) to the City as per Item 15 on Schedule “I”. The City shall deduct its 3% administration fee and forward the sum of \$90,263.00 to Block 12 Properties Inc., as per Schedule “M1”.

Alternatively, the Trustee for Block 12 shall provide the City with a letter indicating that the Owner has fulfilled all its cost sharing obligations with respect to the sanitary sewer system in Block12 and the Owner shall pay the City the 3% administration fee in the amount of \$2,707.89 (\$90,263.00 x 3% City Administration Fee = \$2,707.89).

21.1.6 The Owner shall design, tender a construction contract and construct a 600/450 mm diameter sanitary sewer on Dufferin Street, Teston Road and within an easement on City owned lands at the southeast corner of Dufferin Street & Teston Road (hereinafter referred to as the “OPA 332 Dufferin/Teston Sanitary Sewer”) as a component of the External Services for the Lands in accordance with the approved Construction Drawings listed on Schedule “B” and to the satisfaction of the City and Region.

The Owner shall obtain all approvals and permits required so that the OPA 332 Dufferin/Teston Sanitary Sewer can be constructed. The Owner shall let all contracts and shall supervise all construction and provide all necessary certifications by its Consultant to the satisfaction of the City and Region. The City acknowledges that the Consultant has provided information to the City indicating that the estimated cost for the OPA 332 Dufferin/Teston Sanitary Sewer component is \$2,110,000.00 (includes contingency and 15% engineering costs) as per Schedule “D”.

In the event that there is additional work or increases in the cost of the OPA 332 Dufferin/Teston Sanitary Sewer attributable to unforeseen circumstances or other problems encountered during construction by the Owner, the Owner shall notify the City but the Owner shall not be obligated to obtain the City’s consent to authorize such additional work or increase in the cost of the OPA 332 Dufferin/Teston Sanitary Sewer, except for major changes to a contract item that exceed ten percent of the original amount, in which case the City’s consent shall be required. As construction proceeds, the Owner shall produce, if requested, copies of all supplementary contracts and change orders to the City for information. The Owner shall require the contractor to provide a warranty on the OPA 332 Dufferin/Teston Sanitary Sewer for a period of two years commencing the day of the issuance of the certificate of completion to the satisfaction of the City. Notwithstanding Section 16 of this Agreement, the OPA 332 Dufferin/Teston Sanitary Sewer shall be assumed by the City following completion of the two year warranty period to the satisfaction of the City.

The OPA 332 Dufferin/Teston Sanitary Sewer is identified as a growth related project in the City’s current Development Charges By-Law 230-2008 and in Special Area Development Charge By-Law 236-2008.

When the construction of the OPA 332 Dufferin/Teston Sanitary Sewer has been substantially completed to the satisfaction of the City and Region, and the final costs are

determined and certified by the Consultant, and a complete set of “as built” construction drawings have been submitted to the City together with a Statutory Declaration from the Owner confirming that all accounts in connection with the OPA 332 Dufferin/Teston Sanitary Sewer have been paid in full, the City shall reimburse the Owner in yearly installments when funds are available and included in an approved City Capital Budget the lesser of the actual certified construction cost of the OPA 332 Dufferin/Teston Sanitary Sewer or \$2,222,700.00 (\$823,625.00 + \$1,399,075.00 = \$2,222,700.00), less the Owner’s applicable Special Area Development Charge pursuant to the Special Area Development Charge By-Law 236-2008. The Owner acknowledges that the current DC By-law permits capital funding for the sanitary sewer for a maximum of \$2,222,700.00.

Funding for the OPA 332 Dufferin/Teston Sanitary Sewer shall come from the sum of the following sources:

1. Special Area Charge By-Law 236-2008 as funds are collected to a maximum of \$823,625.00, less the Participating Owners applicable Special Area Development Charge payment pursuant to the Special Area Development Charge By-Law 236-2008; and
2. City-wide Development Charges to a maximum of \$1,399,075.00 paid over 5 equal yearly installments subject to approval of Council through the annual Capital Budget.

In recognition that the Owner front-end financed the design and construction of the OPA 332 Dufferin/Teston Sanitary Sewer, the Owner shall be given a credit for their Development Charge payment pursuant to Special Area Charge By-Law 236-2008, otherwise payable by the Owner.

The City shall provide the Owner with an accounting of the financial activities associated with the Special Area Development Charge By-Law 236-2008 and the repayment to the Owner for the cost of the OPA 332 Dufferin/Teston Sanitary Sewer on a yearly and final basis.

Should the City not be able to recover in whole or in part from the benefiting land owners identified in the Special Area Charge By-law 236-2008, the City will not assume any liability for the cost of the OPA 332 Dufferin/Teston Sanitary Sewer and will have no obligation to reimburse the Owner for any expenses incurred for which recoveries were not received.

- 21.1.7 The Owner shall design and construct a watermain external to the Plan on Dufferin Street and Teston Road (hereinafter referred to as “OPA332 Watermain”) in accordance with the approved Construction Drawings listed on Schedule “B” and City standards and specifications. The City acknowledges that the OPA332 Watermain is designed to accommodate the municipal servicing of lands external to the Plan as shown on Schedule “P2(A)”. The Owner’s Consultant, Schaeffer & Associates Ltd., has prepared a cost sharing report entitled Job No. 3221 – OPA332 Cost Sharing Schedules dated October 27, 2009, which identifies the total cost of the OPA332 Watermain and sets out a cost sharing methodology and a calculation that apportions the total cost of the OPA332 amongst the benefiting landowners as detail in the table on Schedule “P2(B)”.

In the event that the external lands develop and utilize the watermain paid for by the Owner, the City, so far as it is legally empowered to do, shall charge an owner of a benefiting land its proportionate share of the total cost of the OPA332 Watermain plus 3 percent for the City’s administration costs. Upon receipt of the money, the City shall deduct its 3 % administration cost and forward the balance to the Owner as per Schedule “P2(B)”.

The City shall use its reasonable efforts to collect the construction costs but shall not be required to institute any action. The Owner shall indemnify the City from any loss or liability it may incur by any reason of any such charge and repayment to the Owner. This arrangement shall apply for a period of only five years after registration of the Plan and shall then cease and be of no effect.

The Owner acknowledges and accepts the risk that these works are not in a Special Area Development Charge by-law and therefore there is currently no mechanism to provide the Owner with recoveries from benefiting land owners. In addition, the amendments to the Development Charges legislation may not permit these works to be included in a future Special Area Development Charge.

Should the Owner not be able to recover in whole or in part from the benefiting land owners, the City will not assume any liability for the cost of the works and will have no obligation to reimburse the Owner for any expenses incurred for which recoveries were not received.

The City will not contribute financially to the cost of the OPA332 Watermain.

- 21.1.8 The Owner shall design and construct the sanitary and water service connections to the benefiting lands along Dufferin Street south and external to the Plan in accordance with the approved Construction Drawings as per Schedule “P2(A)”. The Owner’s Consultant, Schaeffer & Associates Ltd., has prepared a cost sharing report entitled Job No. 3221 – OPA332 Cost Sharing Schedules dated October 27, 2009, which identifies the construction cost.

In the event that the external lands develop and utilize the service connections paid for by the Owner, the City, so far as it is legally empowered to do, shall charge an owner of a benefiting land its proportionate share plus 3 % for the City’s administration costs. Upon receipt of the money, the City shall deduct its 3 % administration cost and forward the balance to the Owner as per Schedule “P2(B)”.

The City shall use its reasonable efforts to collect the construction costs but shall not be required to institute any action. The Owner shall indemnify the City from any loss or liability it may incur by any reason of any such charge and repayment to the Owner. This arrangement shall apply for a period of only five years after registration of the Plan and shall then cease and be of no effect.

The Owner acknowledges and accepts the risk that these works are not in a Special Area Development Charge by-law and therefore there is currently no mechanism to provide the Owner with recoveries from benefiting land owners. In addition, the amendments to the Development Charges legislation may not permit these works to be included in a future Special Area Development Charge.

Should the Owner not be able to recover in whole or in part from the benefiting land owners, the City will not assume any liability for the cost of the works and will have no obligation to reimburse the Owner for any expenses incurred for which recoveries were not received.

- 21.1.9 The City acknowledges that segments of the local sanitary sewer system within the Plan are designed to accommodate sewage flow from 75.15ha of external lands as illustrated on Schedule “P3”. The Owner’s engineering Consultant, Schaeffer & Associates Ltd., has prepared a cost sharing report entitled Ventana, 19T-03V11, City of Vaughan – Internal Sanitary Sewers Oversizing, Job No. 2009 – 3414 dated November, 2009, which identifies the total cost associated with the oversizing and deepening of the local sanitary sewer system that benefit external lands. Based on this report, the cost attributable to the sanitary sewer oversizing and deepening has been established at \$80,691.00 (\$78,341.00 + 3% City Administration Fee = \$80,691.00).

Any lands external to the Plan that connect to the sanitary sewer system, which was oversized through the Plan shall contribute to the cost of the sanitary sewer oversizing at a rate of \$1,073.73 per net developable hectare (75.15ha @ \$1,073.73 per ha including 3% City Administration Fee = \$80,691.00). The City shall deduct its 3.0% administration cost and forward the balance to the Ventana Homes Inc..

In the event that the external lands develop and utilize the sanitary sewer paid for by the Owner, the City, so far as it is legally empowered to do, shall charge an owner of a

benefiting land its proportionate share plus 3 % for the City's administration costs. Upon receipt of the money, the City shall deduct its 3 % administration cost and forward the balance to the Owner as per Schedule "P3".

The City shall use its reasonable efforts to collect the oversizing costs but shall not be required to institute any action. The Owner shall indemnify the City from any loss or liability it may incur by any reason of any such charge and repayment to the Owner. This arrangement shall apply for a period of only five years after registration of the Plan and shall then cease and be of no effect.

The Owner acknowledges and accepts the risk that these works are not in a Special Area Development Charge by-law and therefore there is currently no mechanism to provide the Owner with recoveries from benefiting land owners. In addition, the amendments to the Development Charges legislation may not permit these works to be included in a future Special Area Development Charge.

Should the Owner not be able to recover in whole or in part from the benefiting land owners, the City will not assume any liability for the cost of the works and will have no obligation to reimburse the Owner for any expenses incurred for which recoveries were not received.

- 21.1.10 The City shall reimburse the Owner for the cost to construct the water and sanitary service connections to the proposed City Fire Station at 10800 Dufferin Street the lesser of the actual certified construction cost of the service connections or \$40,074.00 when the construction of the water and sanitary service connections have been completed to the satisfaction of the City and Region, and the final costs are determined and certified by the Consultant, and a complete set of "as built" construction drawings have been submitted to the City together with a Statutory Declaration from the Owner confirming that all accounts in connection with the water and sanitary service connections have been paid in full and when funds are available and included in an approved City Capital Budget.

The Owner acknowledges that the City will not contribute financially to the cost associated with the design and construction of either the OPA332 Watermain or the OPA 332 Dufferin/Teston Sanitary Sewer.

- 21.1.11 The Owner shall pay to City of Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% or 1 ha per 300 units of the value of the subject lands, prior to the issuance of a Building Permit, in accordance with the Planning Act and the City's cash-in-lieu Policy as per Schedule "I". The Owner shall submit an appraisal of the subject lands, in accordance with Section 42 of the Planning Act, prepared by an accredited appraiser for approval by the City of Vaughan Legal Department, Real Estate Division, and the approved appraisal shall form the basis of the Cash-in-lieu payment.
- 21.1.12 Prior to final approval of the Plan, the Owner shall provide to the City with the Letter of Credit, in addition to the M.S.L.C., in the amount of \$50,000.00 to guarantee the remediation of any damage to the existing vegetation within the Block 12 Woodlot Maple Nature Reserve as a result of the construction of the OPA332 Dufferin/Teston Sanitary Sewer pursuant to Subsection 7.5 of this Agreement. The Letter of Credit will be released prior to assumption of the municipal services or as determined by the City's Community Services Department as per Schedule "H".

21.2 PRIOR TO FINAL APPROVAL OF THE PLAN

- 21.2.1 Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider to provide their services underground at the approved locations and to the satisfaction of the City. The Owner shall provide streetscape elements associated with the telecommunications structure to the satisfaction of the City and as outlined in the approved Construction Drawings.

Prior to final approval of the Plan, the Owner shall permit any telephone or telecommunications service provider to locate its plant in a common trench, provided the

service provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

- 21.2.2 Prior to final approval of the Plan, a soils report shall be prepared and submitted, at the Owner's expense, for approval by the City. The soils report shall address pavement design structure for ideal and non-ideal construction conditions. The Owner shall incorporate the recommendations contained in the report and ensure that adequate field inspection is provided to validate the recommendations in the soils report to the satisfaction of the City.
- 21.2.3 Prior to final approval of the Plan, and prior to the initiation of any grading, a preliminary archaeological evaluation of the entire area within the Plan shall be carried out at the Owner's expense and a report which identifies any significant archaeological sites shall be prepared, also at the Owner's expense, and submitted to the City and the Ministry of Citizenship, Culture and Recreation for review and approval. The archaeological assessment report shall be carried out by a licensed archaeologist and prepared according to the Ministry of Citizenship, Culture and Recreation approved Archaeological Assessment Technical Guidelines, dated 1993.
- 21.2.4 Prior to final approval of the Plan and prior to commencement of any archaeological field work, a copy of the contract information sheet submitted to the Ontario Heritage Foundation shall be forwarded to Heritage Vaughan.
- 21.2.5 Prior to final approval of the Plan or any phase thereof and prior to the initiation of any grading or any phase thereof, the Owner shall submit for review and approval of the City and the Toronto and Region Conservation Authority (T.R.C.A.) the following:
- (a) A detailed engineering report that describes the storm drainage system for the proposed development. The report shall include:
 - i) plans illustrating how this drainage system will be tied into the surrounding drainage systems and indicating whether it is part of an overall drainage scheme, the design capacity of the receiving system and how external flows will be accommodated;
 - ii) appropriate Storm water Management Practices (SWMPs) to be used to treat storm water, to ensure no negative impact on the quality and quantity of ground and surface water resources as it relates to fish and their habitat;
 - iii) proposed methods of controlling or minimizing erosion and siltation on-site and downstream areas during and after construction;
 - iv) storm water management techniques which may be required to control minor and major flows;
 - v) the location and description of all outlets and other facilities, which may require a permit pursuant to Ontario Regulation 166/06, the TRCA's (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) Regulation; and
 - vi) overall grading and landscaping plans for the Plan;
 - vii) the Plan is subject to red-lined revision of the Draft Plan of Subdivision, to the satisfaction of the Toronto and Region Conservation Authority (T.R.C.A.).
 - viii) retain an environmental monitor and report on the implementation and on-going maintenance of erosion and sediment controls; and
 - (b) The Owner shall implement the recommendations of the items in Subsection 21.2.5(a) to the satisfaction of the City and TRCA.

21.2.6 A report on environmental noise analysis entitled “Detailed Noise Control Study, Proposed Residential Development, Ventana Homes Subdivision, File No.: 19T-03V11, City of Vaughan (Noise Report), Regional Municipality of York (Report No. WA08-046-D)” dated March 13, 2009, has been prepared by SS Wilson Associates, and it recommends that noise control measures be implemented in the Plan.

Prior to final approval of the Plan, the Owner shall forward a copy of the Noise Report to the City and the Region of York for review and approval.

21.2.7 Prior to final approval of the Plan, the Owner shall submit, to the satisfaction of the Director of Building Standards, a listing prepared by an Ontario Land Surveyor of all the Lot and Block areas and Lot frontages and depths in accordance with the approved Zoning By-law for all Lots and Blocks within the Plan.

21.2.8 Prior to final approval of the Plan, the City shall be advised by the School Board(s) that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the Owner and the School Board(s).

21.2.9 Prior to final approval of the Plan, the Owner’s Consultant shall certify that the pattern of the street and the layout of the blocks within the Plan have been designed to coincide and correspond with the pattern and layout of the existing and proposed adjacent plans of subdivision.

21.2.10 Prior to final approval of the Plan, the Owner shall:

- (a) Prepare a detailed edge management plan study for the perimeter of the valley/open space/woodlot blocks for the review and approval of the City. The study shall include an inventory of all existing trees within an 8 metre zone inside the staked edges, and areas where the woodlot/open space edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval by the City; and
- (b) Provide a report for a 20 metre zone within all staked woodlot and open space/valley edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the municipal services in the Plan.

21.2.11 Prior to final approval of the Plan, the Owner shall provide a copy of the fully executed subdivision agreement to:

- a) T.R.C.A.;
- b) Region of York Planning Department;
- c) Region of York Transportation Services Department;
- d) Region of York Environmental Services Department;
- e) Canada Post; and
- f) The appropriate telecommunication provider.

21.2.12 Prior to final approval of the Plan, the Owner’s Consultant shall certify that the Plan conforms with the approved Draft Plan of Subdivision, 19T-03V11, prepared by KLM Planning Partners Inc., Project No. P-491, dated May 22, 2008. The certificate shall be submitted to the Director of Development Planning and the Director of Development/Transportation Engineering.

- 21.2.13 Prior to final approval of the Plan, the Owner shall detail on the Construction Drawing all telecommunication structure locations and hydro switch gear easements.
- 21.2.14 Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit a detailed hydrogeological impact study that identifies, if any, local wells that may be influenced by construction and, if necessary, outline a monitoring program to be undertaken before, during and after construction of the subdivision as follows:

- i) A base line well condition and monitoring report shall be submitted to the City prior to the pre-servicing or registration of the Plan (whichever occurs first) and shall include as a minimum requirement the following tests:
 - a) Bacteriological Analysis – total coliform and E-coli counts
 - b) Chemical Analysis – Nitrate Test
 - c) Water level measurement below existing grade
- ii) In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing, the Purchaser, the Regional Health Department and the City within twenty-four (24) hours of the test results.
- iii) Well monitoring shall continue during construction and an interim report shall be submitted to the City for records purposes.
- iv) Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the City prior to Completion Approval.

The Owner shall provide temporary water supply to the affected residents upon notice by the City. If the quantity and quality of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner will engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or provide a permanent water service connection from the municipal watermain system.

- 21.2.15 Prior to final approval of the Plan, the Owner shall covenant and certify to the City that they are not aware of any soil, groundwater or sediment contamination on or within lands to be conveyed to the municipality which could interfere with its intended use.
- 21.2.16 Prior to final approval of the Plan, the City and Region of York shall confirm that adequate water supply and sewage treatment capacity are available and have been allocated, and that any required improvements to the existing system to service this development have been completed to the satisfaction of the City. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
- 21.2.17 Prior to final approval of the Plan, the Owner shall enter into an agreement with the Region of York, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with By-law DC-0005-2003-050 and DC-0005(a)-2005-060.
- 21.2.18 Prior to final approval of the Plan, the Owner shall provide a solicitor's certificate of title of the Region of York Corporate and Legal Services Department, to the satisfaction of the Regional Solicitor, at no cost to the Region, with respect to the conveyance of lands to the Region of York.
- 21.2.19 Prior to final approval of the Plan, the Owner shall provide a set of Construction Drawings for review and approval that details the storm drainage system, site grading and servicing, plan and profile for roadwork, construction access and mud mat design, utility location plans and landscape plans, the recommendations of the traffic impact study and safety audit, traffic control/construction staging plan to the satisfaction of the Region of York.

- 21.2.20 Prior to final approval of the Plan, the Plan shall be zoned by a By-law approved pursuant to the Planning Act to the satisfaction of the City.
- 21.2.21 Prior to final approval of the Plan, the Lots and/or Blocks, if any, to be serviced by improvements beyond the interim allocation capacity, shall be subject to an 'H' Holding Provision, to be lifted once the City confirms that adequate water supply and sewage treatment capacity are available.
- 21.2.22 Prior to final approval of the Plan, the Owner shall submit a revised Water Supply Analysis for review and approval by the City. The Owner shall implement the recommendations of the approved Water Supply Analysis into the design and construction of the water distribution system servicing the Plan to the satisfaction of the City.
- 21.2.23 Prior to final approval of the Plan, the Owner shall submit to Canada Post, two (2) copies of the above ground services plan on which Canada Post will indicate, to the Owner's engineering consultant, their preferred location of the required community mailbox(s).

The above ground services plan shall include:

- (a) An appropriately sized sidewalk section Concrete pad(s) for the placement of the community mailbox(s);
 - (b) Any required walkway(s) across the boulevard;
 - (c) Any depression(s) for wheelchair access;
 - (d) Suitable temporary community mailbox location(s) that Canada Post may utilize until the curbs, sidewalks and final grading have been completed for the permanent community mailbox site location(s); and
 - (e) To place the Community Mailboxes on cement pad (a copy of the Standards will be provided upon request). The Developer further agrees to provide these cement pads during sidewalk pouring and will notify Canada Post in writing of the locations as they are completed.
- 21.2.24 Prior to final approval of the Plan, the Region of York shall confirm that all required infrastructure triggers, improvements and/or flow monitoring measures, as deemed necessary for the provision of adequate sewage and water supply capacity, have been successfully achieved and/or completed.
- 21.2.25 Prior to final approval of the Plan, the Owner/builder shall have prepared, by a Certified Energy Evaluator, *an* ENERGY STAR® for New Homes "Building Option Package" or develop a custom package using EnerGuide for New Houses (EGNH) software with respect to housing design and construction techniques and implementation methods to ensure that all the residential units within the draft plan are ENERGY STAR® qualified. Such package shall be prepared at the Owner's expense and submitted to the Chief Building Official for information.
- 21.2.26 Prior to final approval of the Plan, the Owner shall confirm that the necessary provisions of the Environmental Assessment Act and the Municipal Class Environmental Assessment for Municipal Roads, Water and Wastewater Projects as they may apply to the proposed primary roads and related infrastructure servicing the Plan have been met.
- 21.2.27 Prior to final approval of the Plan, and/or conveyance of Land, and/or any initiation of construction, the Owner shall submit the Environmental Site Assessment (ESA) Phase 1 Report and if required, Phase 2 Report and the Remedial Action Plan for the lands within the Plan in accordance with the Ontario Regulation 153/04, "Soil, Ground Water and Sediment Standards" for Use Under Part XV.1 of the Environmental Protection Act. In addition, for park blocks and open space blocks, a Phase II Environmental Site Assessment (ESA) report is to be carried out in accordance with the "Guideline Phase II Environmental Assessment, Proposed Parkland, City of Vaughan", and submitted to the

City for review and approval. This said ESA is to be conducted following the rough grading, but prior to the placement of topsoil and landscaping. Prior to final approval of the Plan, and/or any conveyance of land, and/or any initiation of construction, the Owner shall implement the following to the satisfaction of the City:

- (a) Should site remediation be required to meet the applicable soil and ground water criteria set out in the above-noted regulation, the Owner shall submit to the City the report delineating the successful implementation of the approved Remediation Action Plan with verifying samplings and chemical analysis for review and approval by the Development/Transportation Engineering Department;
- (b) Provide a certificate by a qualified professional that all lands within the Plan, and any lands and easements external to the Plan to be dedicated to the City and the Region, meet the applicable soil and groundwater criteria noted above;
- (c) Document proof of the satisfactory registration of the Record of Site Condition (RSC) with the Environmental Site Registry (ESR) of the Ministry of Environment (MOE), which includes the acknowledgement from MOE and a signed copy of the RSC by a Qualified Person, has to be submitted to the Development/Transportation Engineering Department for review and approval; and
- (d) Reimburse the City for the cost of peer review of the above reports.

21.2.28 Prior to final approval of the Plan, the Owner shall provide a tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation. The Owner shall not remove trees, without written approval by the City.

21.2.29 Prior to final approval of the Plan, the Owner shall submit landscaping drawings/planting plans to the Region of York respecting the Regional Road right-of-way which is to include all existing woody vegetation, tree protection measures, removal/relocation plans for woody vegetation, and planting plan for new/relocated vegetation in accordance with the Regions' Streetscaping Policy, Regional Street Tree Planting List and Maintenance Agreement Policy.

21.2.30 Prior to final approval of the Plan, the following shall occur:

- i) Region of York has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Bathurst Langstaff Trunk Sewer; or
- ii) The City approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or
- iii) The Regional Commissioner of Environmental Services confirms servicing capacity for the development by a suitable alternative method and the City allocates sufficient capacity to this development.

21.2.31 Prior to final approval of the Plan, the Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required York Region road improvements for this subdivision. The report/plan, submitted to the York Region Transportation Services Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues. The Owner shall fulfill the recommendation and implementation of the functional transportation report/plan as approved by the York Region Transportation Services Department.

21.2.32 Prior to final approval of the Plan, the Owner shall demonstrate, to the satisfaction of the York Region Transportation Services Department, that all existing driveways along The York Region road frontage of the subdivision will be removed as part of the subdivision work, at no cost to Region of York.

- 21.2.33 Prior to final approval of the Plan, the Owner shall demonstrate, to the satisfaction of the York Region Transportation Services Department, that elevation along the streetline shall be 0.3 metres above the centreline elevations of the Regional roadway.
- 21.2.34 Prior to final approval of the Plan, Region of York requires the Owner to submit to it, in accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition Part XV.1 of the Act (as amended), a Phase 1 environmental site assessment prepared and signed by a qualified professional, of the Owner's lands and more specifically of the lands to be conveyed to Region of York (the "Assessment"). Based on the findings and results of the assessment, York Region may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required. The Assessment and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands to be conveyed must be addressed to Region of York, contain wording to the effect that York Region shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to Region of York.
- 21.2.35 Prior to final approval of the Plan, the Owner shall certify, in wording satisfactory to the Regional Transportation Services Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to Region of York (including soils, substrata, surface water and groundwater, as applicable):
- (i) at a level or concentration that exceeds the Environmental Protection Act O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by Region of York at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and
 - (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to Region of York.
- 21.2.36 Prior to final approval of the Plan, the Owner shall demonstrate, to the satisfaction of the York Region Transportation Services Department that Hunterwood Chase shall be designed to intersect Dufferin Street at a right angle and shall be located directly opposite the cemetery access.
- 21.2.37 Prior to final approval of the Plan, the Owner shall prepare a streetscape and open space landscape master plan to the satisfaction of the City. The plan shall address but not limited to the following issues:
- Co-ordination of the urban design/streetscape elements as they relate to the adjacent development to the north (65M-3821) including entrance features, parkettes, trail heads and fencing;
 - Community edge treatments along Dufferin Street;
 - The appropriate configuration and landscape treatment of the stormwater management pond Block 84 on Schedule "A";
 - Valleylands edge management rehabilitation planting, trails, bridge crossings, erosion repair sites and pedestrian access points into the valley;
 - The appropriate integration with the approved Maple Valley Master Plan Report; and
 - The pedestrian urban connections between streets and within the neighbourhood.

21.2.38 Prior to final approval of the Plan, the Owner shall satisfy the Regional Municipality of York Transportation Services Department and the City that the services to be installed by the Owner within or in conjunction with the Plan will provide a concrete pedestrian access connection from the internal roadway(s) to the Regional roadway as follows:

- From Antonini Court to Dufferin Street

The concrete pedestrian access connection shall meet the City standards for sidewalks and shall be owned and maintained by the City.

21.2.39 Prior to final approval of the Plan, the Owner shall satisfy the Regional Municipality of York Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide for sidewalks on both sides of the roadway(s) unless only one side of the street lies within the limits of the Plan. The sidewalks shall meet the local municipality's standards, and be provided by the Owner along the Plan frontage onto roadways that have/will have transit services.

Future YRT/Viva transit services are also planned for the following roadway or sections of:

- Dufferin Street

21.2.40 Prior to final approval of the Plan, the Owner shall submit drawings showing the sidewalk locations, concrete pedestrian access, passenger standing areas and shelter pads, as applicable, for York Region Development Approval Department's review and comments.

21.2.41 Prior to final approval of the Plan, the Owner shall convey Blocks 85 and 109 on Schedule "A" to TRCA for Open Space purposes, free of all costs and encumbrances to the satisfaction of TRCA.

21.2.42 Prior to final approval of the Plan, the Owner shall convey an easement to TRCA described as Part 1 on Reference Plan 65R-_____ on part of Block 108 on Schedule "A" for access purposes to Blocks 85 and 109 on Schedule "A" to the satisfaction of TRCA.

21.3 PRIOR TO BUILDING PERMIT

21.3.1 The Owner shall not apply for building permits and the City shall not issue building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers and storm drainage works are available to service the Plan or that arrangements have been made for their completion to the satisfaction of the City.

21.3.2 Notwithstanding the provisions of Subsections 5.1 and 21.3.3 below, the City may issue nine (9) model home building permits provided that the land is zoned to the satisfaction of the City and that the conditions of Subsection 5.18 are fulfilled.

21.3.3 No building permit shall be issued until the Owner has provided proof that a restriction has been registered that prevents the transfer of the lot or block without the consent of the City where such transfer is to be restricted by any other provision of this agreement.

21.3.4 Prior to the issuance of a building permit for Lots 34, 35, 37 to 40 both inclusive, 48 to 50 both inclusive, 64 to 72 both inclusive and Block 82 on Schedule "A", a noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the approved Noise Report. Where wall, window and/or oversized forced air mechanical systems are required by the Noise Report, these features may be certified by a Professional Engineer. The Engineer's certificate must make reference to the Noise Report.

21.3.5 The dwelling units on Lots 34, 40 and 48 on Schedule "A" shall be designed and constructed with a forced air heating system sized to accommodate the future installation of air conditioning. No building permits shall be issued for a unit on any of the said lots

unless the building plans include heating systems sized to accommodate the future installation of air conditioning.

- 21.3.6 The dwelling unit on Lots 35, 37 to 39 both inclusive, 49 , 50, 64 to 72 both inclusive and Block 82 on Schedule “A” shall be designed and constructed with a forced air heating system which includes central air conditioning. The air cooled condenser unit shall have a maximum ARI rating of 7.6 bels, or shall emit noise not exceeding 61dBA at a distance of 4.57 metres or at the nearest point on the closest property line, whichever distance is greater. No building permit shall be issued for a unit on any of the said lots unless the building plans include central air conditioning.
- 21.3.7 Prior to the issuance of building permits for any Lot or Block on Schedule “A”, the Owner shall supply and install hydrant anti-tampering devices on all hydrants on the Plan to the satisfaction of the City. Prior to the assumption of the municipal services by the City, the Owner shall remove the hydrant anti-tampering devices to the satisfaction of the City.
- 21.3.8 Prior to the issuance of a building permit for any lot, the Owner’s consulting engineer shall certify, to the satisfaction of the Development/Transportation Engineering Department and the Building Standards Department that lot grading complies with City of Vaughan lot grading criteria and the driveway as shown on the plan submitted for the construction of the building on that particular lot, conforms in terms of location and geometry (i.e. width etc.) with the approved, or the amended and subsequently approved, Construction Drawings.
- 21.3.9 (a) Prior to the issuance of a building permit, the developer and/or builder and/or applicant for the building permit is to provide the Chief Building Official with verification that the proposed homes have been enrolled with EnerQuality Corporation in the ENERGY STAR® for New Homes program, including signing an ENERGY STAR® Participant Administrative Agreement for Builders of ENERGY STAR® Qualified New Houses.
- (b) Prior to the occupancy (provisional occupancy certificate) of any Lot or Block on the Plan, the Owner shall provide verification from an ENERGY STAR qualified Professional for each dwelling unit to the Director of Building Standards to ensure that all homes have been ENERGY STAR® qualified at the completion of construction. ENERGY STAR® labeling shall be affixed to the home.
- 21.3.10 Blocks 82 and 83 on Schedule “A” shall be developed only in conjunction with the abutting lands in Draft Plan of Subdivision 19T-06V02 immediately located to the south. The City shall not issue a building permit for the said Blocks on Schedule “A” until the said lands are combined to the satisfaction of the City.
- 21.3.11 Prior to the issuance of a building permit, the Owner shall submit for review and approval a Phase II Environmental Site Assessment Report in accordance with the Ministry of Environment’s Guidelines for Use at Contaminated Sites in Ontario (June 1996, as amended), and the City’s Guideline, Phase II Environmental Assessment, proposed Parkland, City of Vaughan for any parkland, greenway or walkway blocks located within the Plan to the satisfaction of the City. Required testing may include but not limited to surface and subsurface soil, ground water, soil vapour, plant and aquatic species sampling and testing of building materials. In the event that remediation is required, a Remediation Action Plan will be submitted for review and approval by the City and an acknowledged Record of Site Condition shall be received from the Owner.
- 21.3.12 Prior to the issuance of a building permit, the Owner shall ensure that the dwelling units within the Plan shall be designed and equipped with the pre-engineered electrical wiring system that will accommodate the installation of roof mounted solar panels by the individual homeowner. No building permit shall be issued unless the building plans include pre-engineered wiring within the homes for future solar panel installation.
- 21.3.13 Prior to the issuance of a building permit, the Owner shall ensure that the dwelling units within the Plan shall be designed and equipped with a 2-stage high efficiency furnace to

provide energy efficiency heating and cooling. No building permit shall be issued unless the building plans include a 2-stage high efficiency furnace.

- 21.3.14 The Owner shall design and install permeable concrete pavers on the driveway to the dwelling unit on Lots 2, 4, 6, 8, 9, 15, 23 to 27 both inclusive, 30 to 32 both inclusive, 34, 35, 39 to 42 both inclusive, 45 to 47 both inclusive, 51 to 54 both inclusive, 56 to 59 both inclusive, 61, 63 to 65 both inclusive, 68, 70 and 72 to 74 both inclusive on Schedule “A” to the satisfaction of the City. No building permit shall be issued on the said lots unless the building plans include permeable pavers on the driveway.
- 21.3.15 Prior to issuance of a building permit for Lots 69 to 81 both inclusive on Schedule “A” or no later than September 01, 2010, whichever comes first, the Owner shall plant trees on the rear yards of Lots 18 to 24 both inclusive and 28 on 65M-3821 as shown on the Construction Drawings to the satisfaction of the City.

21.4 PRIOR TO TRANSFER

- 21.4.1 Prior to the transfer of Lots 34, 35, 37 to 40 both inclusive, 48 to 50 both inclusive, 64 to 72 both inclusive and Block 82 on Schedule “A”, a noise consultant shall certify that the dwelling on the lot complies with the noise control features in the approved Noise Report. The certificate shall be submitted to the Director of Building Standards.
- 21.4.2 Prior to the transfer of Lots 34, 40 and 48 on Schedule “A”, a noise consultant shall certify that the dwelling on the lot is constructed with a forced air heating system sized to accommodate the future installation of air conditioning that complies with Subsection 21.3.5 above. The certificate shall be submitted to the Director of Building Standards.
- 21.4.3 Prior to the transfer of Lots 35, 37 to 39 both inclusive, 49, 50, 64 to 72 both inclusive and Block 82 on Schedule “A”, a noise consultant shall certify that the dwelling on the lot is constructed with a forced air heating system which includes central air conditioning that complies with Subsection 21.3.6 above. The certificate shall be submitted to the Director of Building Standards.
- 21.4.4 Prior to the transfer of Lots 39 and 49 on Schedule “A”, the Owner shall construct a 1.2 metre high decorative fence in the combination with the acoustic fence along the private side of the lot lines of the subject lots where they abut the stormwater management Block 84 on Schedule “A” as shown on the Construction Drawings; or as amended and approved on the Construction Drawings to the satisfaction of the Development/Transportation Engineering Department. The Owner’s consulting engineering shall certify to the Building Standards Department that the above-noted fences are constructed in accordance with this requirement, all to the satisfaction of the Development/Transportation Engineering Department.
- 21.4.5 Prior to the transfer of Lots 37 to 39 both inclusive, 49, 50, 64 to 70 both inclusive and Block 82 on Schedule “A”, the Owner shall construct a 2.2 metre high maintenance free acoustic barrier along the private side of the lot lines of the subject lots as required in the approved Noise Report and in compliance with City’s noise policy and as shown on the approved Construction Drawings. The noise consultant shall certify that the acoustic barrier complies with the requirements of the noise report prior to transfer.
- 21.4.6 Prior to the transfer of Lots 1 to 7 both inclusive, 10 to 21 both inclusive on Schedule “A”, the Owner shall erect a permanent 1.5 metre high black vinyl chain link fence along the limits of the aforementioned Lots and Blocks that abut a park, an open space valley land block, storm water management facility and/or a woodlot as shown on the Construction Drawings; or as amended and approved on the Construction Drawings to the satisfaction of the Development/Transportation Engineering Department. The Owner’s consulting engineering shall certify to the Building Standards Department that the above-noted fences are constructed in accordance with this requirement, all to the satisfaction of the Development/Transportation Engineering Department.
- 21.4.7 Prior to the transfer of any Lot or Block on the Plan, the Owner shall submit to the City satisfactory evidence that the appropriate warning clauses required by this agreement have been included in the Offer of Purchase and Sale or Lease for such Lot or Block.

- 21.4.8 Prior to the transfer of Lots 37, 38, 42 to 44 both inclusive, 47, 48, 59 to 63 both inclusive, 72 to 79 both inclusive and Block 82 on Schedule “A”, the Consultant shall certify to the Development/Transportation Engineering Department that the infiltration trench system on Lots and Blocks are constructed in accordance with the approved Construction Drawings and functioning as designed, all to the satisfaction of the City.
- 21.4.9 Prior to the transfer of any Lot or Block on the Plan, the Owner shall certify that the dwelling unit has been equipped with one (1) Rainwater harvesting (Rain Barrels). The certificate shall be submitted to the Director of Building Standards and the Director of Development & Transportation Engineering.
- 21.4.10 Prior to the transfer of any Lot or Block on the Plan, the Owner shall provide a certificate from an Electrical Consultant to certify that the dwelling unit has been installed with a pre-engineered electrical wiring system that provides for the future installation of solar panels by the individual homeowner at a later date pursuant to Subsection 21.3.12 of this Agreement. The certificate shall be submitted to the Director of Building Standards.
- 21.4.11 Prior to the transfer of any Lot or Block on the Plan, the Owner shall certify that the dwelling unit has been equipped with a 2-stage high efficiency furnace to provide for energy efficiency heating and cooling pursuant to Subsection 21.3.13 of this Agreement. The certificate shall be submitted to the Director of Building Standards.
- 21.4.12 The Owner shall design and construct the rear lot catchbasins and associated storm sewer lead on Lots 72, 74, 76, 79 and 80 on Schedule “A” to accommodate the drainage from the abutting lots in Plan 65M-3821. The Owner shall construct the necessary storm sewer and appurtenances to connect the existing rear lot dry-well catchbasins located on Lots 19, 21, 23, 24 and 28 on Plan 65M-3821 external to the Plan to the proposed rear lot catchbasins on Lots 72, 74, 76, 79 and 80 on Schedule “A”, as shown on the Construction Drawings when directed to do so in writing by the City.
- Prior to final approval of the Plan, the Owner shall convey temporary easements to the City extending for a period of 24 months from the date of the registration of the Plan on Lots 72 to 80 both inclusive on Schedule “A”, for storm sewer and overland drainage purposes, as per Item 4 on Schedule “K”. In addition, the Owner shall facilitate the conveyance of easements to the City on Lots 18, 19, 20, 21, 22, 23, 24 and 28 on Plan 65M-3821 (hereinafter referred to as the “Northdale Lots”) for storm sewer and overland drainage purposes.
- Prior to the transfer of Lots 72 to 80 inclusive on Schedule “A”, the Owner shall ensure that the purchaser of said lots have acknowledged and agreed to transfer to the City permanent storm sewer easements in a form satisfactory to the City and the City shall register the easements at its discretion.
- The Owner shall include a provision in each Purchase and Sale Agreements for Lots 72 to 80 inclusive on Schedule “A” that permits the Owner to construct the storm connections to the existing rear lot dry-well catchbasins on the Northdale Lots notwithstanding the transfer of the lot.
- 21.4.13 Prior to the transfer of Lots 71 to 80 both inclusive on Schedule “A” or no later than September 01, 2010, whichever comes first, the Owner shall erect a permanent 1.5 metre high black vinyl chain link fence along the rear limits of the aforementioned Lots and Blocks as shown on the Construction Drawings; or as amended and approved on the Construction Drawings to the satisfaction of the Development/Transportation Engineering Department. The Owner’s consulting engineering shall certify to the Building Standards Department that the above-noted fences are constructed in accordance with this requirement, all to the satisfaction of the Development/Transportation Engineering Department.
- 21.4.14 Prior to the transfer of Lots 72 to 80 both inclusive on Schedule “A”, the City shall be satisfied that an easement agreement in a registerable form is in place with the purchaser

of the lot for the establishment of a permanent storm sewer easement on the lot in favour of the City.

21.5 WARNING CLAUSES

21.5.1 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the dwelling occupants.”

21.5.2 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 34, 40 and 48 on Schedule “A”:

“Purchasers and/or tenants are advised that, despite the inclusion of noise control features within the development area, road noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc. sized to accommodate the future installation of air conditioning by the purchaser and/or tenant.”

21.5.3 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 35, 37 to 39 both inclusive, 49 , 50, 64 to 72 both inclusive and Block 82 on Schedule “A”:

“Purchasers and/or tenants are advised that, despite the inclusion of noise control features within the development area, road noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc., as well as central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of the Environment and in compliance with the City’s noise policy (Note: locate air cooled condenser unit in a noise insensitive area and ensure that unit has a maximum ARI rating of 7.6 bels.).”

21.5.4 The following warning clause shall be in all Offers of Purchase and Sale or Lease for Lots 34, 35, 37 to 40 both inclusive, 48 to 50 both inclusive, 64 to 72 both inclusive and Block 82 on Schedule “A”:

“Purchasers and/or tenants are advised that despite the inclusion of noise control features within this development area and within the building units, sound levels from increasing road traffic on Dufferin Street may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the City’s and the Ministry of Environment’s noise criteria.”

21.5.5 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that public transit routes have not been determined for the area within the Plan, however, Hunterwood Chase may be subject to public transit bus traffic, and that necessary bus stops and passenger amenities will be placed accordingly.”

21.5.6 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of residential units is a requirement of this subdivision agreement. A drawing depicting conceptual location for boulevard trees is

included as a schedule in the subdivision agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete boulevard trees without further notice.

The City has not imposed an amount of a tree fee or any other fee which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling.”

- 21.5.7 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on the Plan that may abut a public highway, laneway, walkway, park, open space or similar public space:

“Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this subdivision agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

The City has taken a Letter of Credit from the Owner (Ventana Homes Inc.) for the security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is NOT a requirement of this subdivision agreement.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the Owner until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot owner. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance.”

- 21.5.8 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this subdivision agreement.

The City has taken a Letter of Credit from the Owner (Ventana Homes Inc.) for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this subdivision agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord.”

- 21.5.9 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.”

- 21.5.10 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan By-Law 1-88, as amended, as follows:

- a) The maximum width of a driveway shall be 6 metres measured at the street curb, provided circular driveways shall have a maximum combined width of 9 metres measured at the street curb.
- b) Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Width of Driveway
6.0 - 6.99m	3.5m
7.0 - 8.99m	3.75m
9.0 – 11.99m ¹	6.0m
12.0m and greater ²	9.0m

¹The Lot Frontage for Lots between 9.0 – 11.99m shall be comprised of a Minimum of 33% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2.

²The Lot Frontage for Lots 12.0m and greater shall be comprised of a Minimum of 50% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2.”

21.5.11 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings.”

21.5.12 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that Germana Place ending in a dead end or cul-de-sac may be extended in the future to facilitate development of adjacent lands without further notice.”

21.5.13 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that this plan of subdivision is designed to include rear lot catchbasins. The rear lot catchbasin is designed to receive and carry only clean stormwater. It is the homeowner’s responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin. The rear lot catchbasins are shown on the Construction Drawings and the location is subject to change without notice.”

21.5.14 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that the Owner (Ventana Homes Inc.) has made a contribution towards recycling containers for each residential unit as a requirement of this subdivision agreement. The City has taken this

contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City's waste diversion programs and obtain their recycling containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue."

- 21.5.15 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 1 to 21 both inclusive, 39, 49, 65 to 68 both inclusive on Schedule "A":

"Purchasers and/or tenants are advised that the adjacent open space, woodlot or storm water management facility are designed for renaturalization and therefore shall receive minimal maintenance."

- 21.5.16 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for the following Lots and Blocks on Schedule "A":

"Purchasers and/or tenants are advised that all of the residential units within this Plan will be built to ENERGY STAR® standards, and shall be ENERGY STAR® certified prior to the issuance of an occupancy permit (provisional occupancy certificate). The design, inspection, and certification process for the ENERGY STAR® program is the responsibility of the developer and/or builder."

- 21.5.17 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for the following Lots and Blocks on Schedule "A":

"The Owner shall inform the public and all purchasers and tenants that this development will function as a subdivision and all details and associated community plans shall be presented in the sales office, and through marketing material, etc."

- 21.5.18 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for the following Lots and Blocks on Schedule "A":

"The Owner be advised that portions of the surrounding area have been identified by the Ministry of natural Resources as an area containing aggregate resources. The west half of Lot 30, Concession 2, which is located immediately east of the north easterly portion of the lands in the OPA 332 Planning Area is currently zoned M4 (Pits and Quarries Industrial Zone). All of these lands may be subject to an application to the Ministry of Natural Resources for an aggregate extraction license."

- 21.5.19 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for the following Lots and Blocks on Schedule "A":

"The purchaser and/or tenant are aware that the property is located in proximity to the Keele Valley landfill Site and the Avondale Composting Site. The purchaser and/or tenant is aware that during their operating lifetime the landfill and composting facilities may continue to create noise, odours, dust and/or visual impact which may, from time to time under certain atmospheric conditions, be noticed by the occupants of the property."

- 21.5.20 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for the following Lots and Blocks on Schedule "A":

"Purchasers and/or tenants are advised that dwellings on Blocks 82 and 83 may front onto a temporary vehicular turn-around and/or hammerhead. The temporary vehicular turn-around and/or hammerhead will be removed upon the development of the adjacent lands and the extension of the road allowance."

- 21.5.21 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 37, 38, 42 to 44 both inclusive, 47, 48, 59 to 63 both inclusive, 72 to 79 both inclusive and Block 82 on Schedule “A”:

“Purchasers and/or tenants are advised that their home has been designed to incorporate an infiltration trench system to achieve groundwater balance. It is the responsibility of the homeowner to maintain the infiltration trench systems in good operating condition, which may include periodic cleaning of the rear yard catch basin. No planting activity or structures are permitted on the infiltration trenches.”

- 21.5.22 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 1, 14, 15, 69, 70 and 81 on Schedule “A”:

“Purchasers and/or tenants are advised that the proposed finished lot grading may not meet the City of Vaughan lot grading criteria in side and rear yard. Although the minimum rear yard amenity area will be provided as required by the Zoning By-law, the remaining areas of the side and rear yard may have slopes exceeding City criteria in order to maintain existing topographical conditions.”

- 21.5.23 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that should the purchaser install a swimming pool, any external heating system of the swimming pool shall be solar energy only.”

- 21.5.24 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A”:

“Purchasers and/or tenants are advised that their home has been designed to incorporate the following environmental sustainability features:

- a) Rainwater harvesting (Rain Barrel).
- b) Pre-engineering wiring within the home for future solar panel installation by the individual homeowner at a later date.
- c) 2-stage high efficiency furnace. “

- 21.5.25 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 2, 4, 6, 8, 9, 15, 23 to 27 both inclusive, 30 to 32 both inclusive, 34, 35, 39 to 42 both inclusive, 45 to 47 both inclusive, 51 to 54 both inclusive, 56 to 59 both inclusive, 61, 63 to 65 both inclusive, 68, 70 and 72 to 74 both inclusive on Schedule “A”:

“Purchasers and/or tenants are advised that their home has been designed to incorporate the permeable driveway pavers. It is the responsibility of the homeowner to maintain the permeable pavers on the driveway.”

- 21.5.26 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 72 to 80 both inclusive on Schedule “A”:

“Purchasers and/or tenants are advised that the lot includes a rear lot catchbasin that has been designed to accommodate the surface drainage and a storm sewer connection from the abutting existing lots to the north. The homeowner will be responsible for the maintenance of the rear lot catchbasin to ensure that the grate is kept clear of ice, leaves and other debris that would prevent storm water from entering or passing through the catchbasin. Furthermore, the storm sewer connection to the abutting lots to the north shall be

constructed by the developer following the transfer of the lot. If the storm sewer connections to the existing rear lot dry-well catchbasins on the abutting lots in Plan 65M-3821 is not constructed within 24 months of the date of the registration of the Plan, the temporary storm sewer easement will expire and the maintenance and responsibility of the rear lot catch basin and storm sewer lead on the lot will be the sole responsibility of the lot owner in accordance with City standards.”

21.6 PRIOR TO INITIATION OF CONSTRUCTION

21.6.1 Prior to the initiation of construction within the Plan, the Owner shall provide construction access to the Plan to the satisfaction of the City and the Region of York. Construction access to the Plan shall be from Dufferin Street.

No other access to the Plan shall be used for construction unless authorized in writing by the City. If another access is used without approval, the City may refuse to issue further building permits within the Plan or subsequent future phases until such use ceases.

The Owner shall remove the construction access when directed by the City to do so.

21.6.2 No development or grading shall occur on any site identified within the Plan as being archaeologically significant by the evaluation referred to in Subsection 21.2.3, or by Heritage Vaughan, until archaeological excavations of all significant sites within the Plan have been completed to the satisfaction of the City. The Owner shall take whatever measures are required by the City to protect any archaeologically significant sites.

21.6.3 Prior to initiation of any grading within the Plan, the Owner shall have met all the requirements outlined in Subsection 21.2.5 to the satisfaction of the T.R.C.A. and the City.

21.6.4 Prior to initiation of grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall prepare and implement a detailed erosion and sedimentation control plan(s) addressing all phases of the construction of the municipal services and house building program including stabilization methods, topsoil storage locations and control measures to the satisfaction of the City and TRCA. The Owner shall prepare the erosion and sediment control plan(s) for each stage of construction (pre-stripping/earthworks, pre-servicing, post-servicing) in accordance with the TRCA Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City and TRCA.

21.6.5 Prior to the initiation of grading or stripping of vegetation or topsoil, the Owner shall:

- a) Obtain a fill permit from the City;
- b) Agree that all lots or blocks left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing;
- c) Submit a topsoil storage plan detailing the location, size, side slopes, stabilization methods and time period;
- d) Ensure that the topsoil storage be limited to the amount required for final grading with the excess removed from the site; and
- e) Ensure that the topsoil is not stock piled on park or school blocks.

21.7 GENERAL

21.7.1 The Owner shall:

- (a) Carry out, or cause to be carried out, to the satisfaction of the T.R.C.A., the recommendations pursuant to Subsection 21.2.5;

- (b) Design ,install, inspect and maintain on-site erosion and sediment control, in order to meet the requirements of the Federal Fisheries Act and the Conservation Authorities Act. Any increases in concentrations of suspended solids of sediment loading may be in violation of this Act;
- (c) Maintain all stormwater management, and erosion and sedimentation control structures operating and in good repair during the construction period; and in a manner satisfactory to the T.R.C.A.;
- (d) Obtain all necessary permits pursuant to Ontario Regulation 166/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) and the Lakes and Rivers Improvements Act., for site grading and stormwater management pond and associated outfall on the Plan; and
- (e) Erect a permanent fence to the satisfaction of the TRCA for Lots 1 to 4 both inclusive on Schedule “A”.

21.7.2 The Owner shall provide energy efficient street lighting to the satisfaction of the City as per the approved Construction Drawings.

21.7.3 The Owner agrees that all lots or blocks within future phase of the subject draft plan left vacant (6) months following completion of overall grading shall be topsoiled, to a minimum depth of 100 mm, seeded, or approved alternate maintained and signed to prohibit dumping and trespassing, to the satisfaction of the City.

21.7.4 The Owner shall consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox(es) and to indicate these locations on appropriate servicing plans.

21.7.5 Prior to offering any unit for sale, the Owner shall display the following on the interior wall of the Sales Office and shall be monitored periodically by the City. No building permit shall be issued for a sales office or model home, or a residential unit until such information is approved by the City:

- (a) Block Plan for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines, etc;
- (b) Location of street utilities, fire hydrants, community mailboxes, entrance features, fencing and noise attenuation features, together with sidewalk plan approved in conjunction with draft plan approval;
- (c) Location of parks, open space, stormwater management facilities and trails;
- (d) Location of institutional uses, including schools, places of worship, community facilities;
- (e) Location and type of commercial sites;
- (f) Colour-coded residential for singles, semis, multiples and apartment units; and
- (g) The following notes in **BOLD CAPITAL TYPE** on the map display:
 - i) For further information, on proposed and existing land uses, please call or visit the City of Vaughan Development Planning Department, at 2141 Major Mackenzie Drive, (905) 832-8565;
 - ii) For detailed grading and berming information, please call the developer’s engineering consultant, RAND Engineering Corporation; and
 - iii) This map is based on information available as of (date of map) and may be revised or updated without notification to purchasers.

- iv) All the residential units within this plan will be built to ENERGY STAR® standards, and shall be ENERGY STAR® qualified prior to the issuance of an occupancy permit (provisional occupancy certificate). The design, inspection, and certification for the ENERGY STAR® program are the responsibility of the developer and/or builder.

- (h) A notice regarding grading deposits and their return by the vendor to the purchaser for residential units where grading deposits are normally required. The notice shall state the following:

“Any grading deposit required in the Agreement of Purchase and Sale or Lease for units in this plan is NOT a requirement of the City of Vaughan. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to the vendor/landlord.”

- 21.7.6 The Owner shall indemnify and save harmless the City and Regional Municipality of York from any claim or action as a result of water or sewer service not being available when anticipated.
- 21.7.7 The Owner shall enter into an agreement with the Regional Municipality of York, agreeing not to “pre-sell” lots or blocks on future development lands to end users until such time as the Regional Municipality of York confirms in writing that there is sufficient water and sewer servicing capacity to service beyond this Plan.
- 21.7.8 The Owner acknowledges that any existing wells on the Plan should be decommissioning in accordance with all the applicable Provincial Legislation and guidelines to the satisfaction of the City and Region of York.
- 21.7.9 The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of York Region’s Transportation Services Department, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 21.7.10 The Owner shall submit a detailed and comprehensive Erosion and Sediment Control Plan, which complies with the TRCA’s Erosion and Sediment Control Guidelines for Urban Construction (www.sustainabletechnologie.ca).
- 21.7.11 The Owner shall implement provision for pedestrian and cycling facilities within the Plan in order to accommodate alternative modes of travel to the satisfaction of the Region of York.
- 21.7.12 The Owner acknowledges that any street intersection with a Regional Road shall be designed and constructed to the satisfaction of the Region, including any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the Region of York.
- 21.7.13 The Owner acknowledges that the engineering design(s) for alternative road design, traffic calming measures and designated transit route(s) may result in variation to the road and lotting pattern to the satisfaction of the City.
- 21.7.14 The Owner shall remove any existing driveways and buildings on site, which are not approved to be maintained as part of the Plan. Any modification to off-site driveways required to accommodate this Plan shall be co-ordinated and completed at the cost of the Owner, to the satisfaction of the Region of York and the City.
- 21.7.15 The Owner acknowledges that the damage of all utility plants within Regional right of way should be replaced and restored to the satisfaction of the Region of York.
- 21.7.16 The Owner shall ensure that:

- i. no part of any noise attenuation feature shall be constructed on or within the Regional right-of-way;
 - ii. any noise fences required adjacent to Regional roads shall be constructed on the private side of the 0.3 metre reserve and may be maximum 2.5 metres in height, subject to the City's concurrence;
 - iii. maintenance of the noise barriers and fences bordering on Regional right-of-ways shall not be the responsibility of the Regional Municipality of York; and
 - iv. any landscaping provided on the Regional right-of-way by the Owner or the City must be approved by the Region and maintained by the City, with the exception of the usual grass maintenance.
- 21.7.17 The Owner shall advise all potential purchasers of the possible longer-term future introduction of transit service along Dufferin Street, and customer amenities typically associated with such service. These will be determined accordingly to the satisfaction of York Region Transit (YRT) and the City of Vaughan, as applicable, prior to any such implementation. Notification should be achieved through sale offices, marketing materials, and appropriate notification clauses in purchase agreements.
- 21.7.18 The Owner acknowledges that all residential units to be built to ENERGY STAR® for New Homes Technical Specifications (Version 2.0 or most current) standards, and agrees to comply with the ENERGY STAR® for New Homes Administrative Procedures (September 2006 or most current) process requirements for design, inspection and certification.
- 21.7.19 The Owner shall carry out or cause to be carried out the recommendations contained in the Environmental Site Assessment Report(s) and ensure that adequate field inspection is provided to validate the recommendations in the Phase II Environmental Site Assessment to the satisfaction of the City.
- 21.7.20 The Owner acknowledges that plant species in the draft plan area, identified as rare and significant on the Oak Ridges Moraine, be relocated to the adjacent open space system, prior to initiation of grading on the site or that an erosion and sediment control plan which illustrates the isolation of plant species locations be submitted to the TRCA for review and approval.
- 21.7.21 The Owner shall ensure that the road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City and the Regional Planning and Development Services Department.
- 21.7.22 Prior to the release of any security held by York Region for this Plan, the Owner shall certify that the as-constructed noise attenuation features immediately adjacent to the Regional right-of-way meet the Ministry of Environment guidelines.
- 21.7.23 Prior to the City endorsing the Ministry of Environment (MOE) certificates for construction, the Owner's properly qualified environmental consultant shall have to certify, to the satisfaction of the City that:
- a) Any septic system(s) and any well(s) found have been decommissioned in accordance with the proper regulations; and
 - b) The debris (concrete, wood, bricks, wood piles and the wire fence), as identified in "A Report to Ventana Homes Inc., Phases I and II, Environmental Site Assessment, proposed Residential Development, 10944, 10960 and 10980 Dufferin Street, City of Vaughan", by Soil Engineers Ltd., revised on November 14, 2007, have been removed and disposed off site properly.
- 21.7.24 The Owner shall convey the following lands to Region of York for public highway purpose, free of all costs and encumbrances, to the satisfaction of Regional Transportation Services Department and the York Region Solicitor:

- a) a widening across the full frontage of the site where it abuts Dufferin Street of sufficient width to provide a minimum of 18 metres from the centreline of construction of Dufferin Street;
- b) a 15.0 metre by 15.0 metre daylight triangle at the northwest and southwest corners of Dufferin Street and Hunterwood Chase;
- c) a 0.3 metre reserve across the full frontage of the site where it abuts Dufferin Street; and adjacent to the above noted widenings; and
- d) an additional 2.0 metre widening, 40.0 metres in length, together with a 60.0 metre taper for the purpose of a southbound right turn lane at the intersection of Dufferin Street and Hunterwood Chase.

21.7.25 The Owner acknowledges that the implementing zoning by-law recognizes Blocks 85 and 109 on Schedule “A” in an open space, or other suitable zoning category, which has the effect of prohibiting development, to the satisfaction of TRCA.

21.7.26 The Owner acknowledges that as part of Phase 5 of the Class Environmental Assessment (Class EA) process the Owner shall implement the mitigation measures outlined in Table 5 of the Environmental Screening Document (ESD). The ultimate sanitary sewer outlet for the Block 20 OPA 332 lands shall be designed and constructed to the satisfaction of the City and in accordance with the approved environmental assessment.

21.7.27 Concrete pedestrian access shall be provided connecting the Plan to the Regional roadway as follows:

- Connecting the eastern bulb of Antonini Court with the west side of Dufferin Street, at Block 87 on Schedule “A”.

The concrete pedestrian access shall be provided at no cost to Region of York and concurrent with construction of necessary sidewalks. Sidewalks and concrete pedestrian access shall be provided in accordance with OPSD 310.010, 310.020, 310.030 and should be provided “at grade” (i.e. without stairs, inclines, etc.).

21.7.28 The Owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations (CMB) prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowner does a sign-off. Also that the builder will post in clear sight, a copy of the plan indicating the Community Mail Box sites at the sales office. This plan is requested to be completed prior to the start of the house sales for the subdivision.

21.7.29 The Owner acknowledges that the implementing zoning by-law recognizes Block 108 on Schedule “A” (existing residential) in an appropriate zoning category, which has the effect of prohibiting future intensified development, beyond that of existing residence located on-site, to the satisfaction of TRCA.

21.7.30 The Owner shall convey to Region of York a 0.3 metre reserve along the entire frontage of the site except at the approved access location, adjacent to the noted widening, free of all costs and encumbrances, to the satisfaction of the York Region Solicitor.

21.7.31 The Owner shall design and construct the traffic calming/management measures that are identified on the approved Block 20 Traffic Management Plan for the Plan in accordance with the approved Construction Drawings and the provisions of this Agreement to the satisfaction of the City. In the event that these traffic calming measures are found to be insufficient and/or ineffective by the City prior to the assumption of the municipal services on the Plan, then the Owner shall design and construct additional traffic calming measures and/or modify existing traffic calming measures to the satisfaction of the City.

21.7.32 The Owner acknowledges that the City has approved a Pedestrian and Bicycle Master Plan that recommends the establishment of neighbourhood signed bike routes and

neighbourhood multi-use recreational pathways abutting the Plan and the development in Block 20. The Owner shall carry out or cause to carry out at no cost to the City the recommendations of the approved Pedestrian and Bicycle Master Plan as it pertains to the Plan and Block 20 in accordance with the approved Construction Drawings and Schedule “F” to the satisfaction of the City.

21.7.33 The Owner shall satisfy the Regional Municipality of York Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide the passenger standing area(s)/shelter pad(s) identified below and shall be installed to the satisfaction of the local municipality and York Region Transit. The Region confirms that all such passenger standing area(s)/shelter pad(s) shall be owned and maintained by the Region and that the City shall have no responsibility for those, notwithstanding that they may be included in the subdivision agreement.

Subject to approval by YRT, passenger standing area(s) and shelter pad(s) shall be provided at the following location:

ON Street	AT Street	Location	Standard	Traffic Signal Request
Dufferin Street (southbound)	Hunterwood Chase (near-side)	Adjacent to BLOCK 84 on Schedule “A”	YRT-1.02 or YRT-1.03	-

The passenger standing area(s)/shelter pad(s) shall be provided at no cost to York Region and concurrent with construction of necessary sidewalks.

21.7.34 The Owner will construct the passenger standing area(s) and/or shelter pad(s) identified in Subsection 21.7.33 shall be installed to the satisfaction of the City and York Region Transit. Landscaping should not interfere with the bus stops, passenger standing areas, shelters or corner sightlines. Bus stops located in front of the employment areas shall be incorporated into the landscape design.

The bus stop location(s) determined during the design phase are subject to change. Prior to construction of the passenger standing area(s)/shelter pad(s), the consultant needs to confirm with YRT the final bus stop locations/requirements. The consultant shall contact YRT Facilities Supervisor at (905) 762-1282 ext. 5600 to confirm final details.

21.7.35 The Owner shall provide and fit up a suitable temporary Community mailbox location(s) that may be utilized by Canada Post until the permanent mailbox pads, curbs, sidewalks, and final grading have been completed at the permanent CMB site locations (a gravel area with a single row of patio stones – specifications to be provided). This will enable Canada Post to provide mail service to new residences as soon as the homes are occupied. The Owner shall fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time. The Owner should provide evidence of how they intend to coordinate this activity in a timely manner to a safe and clean area.

21.7.36 The Owner shall advise all potential purchasers of the existing and future introduction of transit services in this development as identified in Subsection 21.2.41. This includes potential transit routes, bus-stops and shelter locations. This will be achieved through distribution of information/marketing materials (YRT route maps, future plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and Future Plan maps are available from YRT upon request.

21.7.37 The Owner shall provide a copy of the adopted implementing zoning by-law to the TRCA, when available, to facilitate the clearance of conditions of approval.

21.7.38 The Owner shall submit Edge Management/Restoration Planting Plans for Open Space Buffer Blocks 85 and 109 on Schedule “A” to the satisfaction of the City and TRCA.

- 21.7.39 The Owner shall maintain adequate chlorine residuals in the watermain within the Plan, from the time the watermain is connected to the municipal system until such time as the City issues Completion Approval. In order to maintain adequate chlorine residuals, the Owner may be required to either install automatic flushing devices or retain City Staff or a qualified consultant to carry out manual flushing to the satisfaction of the City. City staff will conduct the monitoring and testing for chlorine residual. The Owner shall be responsible for the costs associated with the monitoring, testing and flushing of the watermain system including water used in the program, as per Schedule I.

In the event that water quality test results do not meet Ontario Drinking Water Quality standards, at the request of the City, the Owner shall immediately prepare and submit a Water Quality Analysis Report to the satisfaction of the City. The report shall identify all remedial action required, including the need and frequency of a flushing program, in order to continuously maintain minimum required drinking water quality standards throughout the construction occupancy phasing of the Plan.

Where a flushing program is required, the Water Quality Analysis Report shall estimate the total volume of water required to facilitate the proposed flushing program. Supporting calculations shall be included within the report based on actual system operating pressures (as monitored in the field) and based on as-constructed network details.

Based on the results of the Water Quality Analysis Report, the City shall charge the Owner at current retail water and sewer rates for the total volume of water consumed throughout the duration of the program.

SECTION "22" NOTIFICATION

If any notice is required to be given by the City to the Owner with respect to this agreement, such notice shall be delivered, mailed or faxed to:

Townwood Homes Inc.
1 Bradwick Dr., Suite #1
Concord, Ontario
Canada L4K 2T4

ATTENTION: Mr. J.R. (Randy) Griffin

Phone: (905) 669-1615

Fax: (905) 669-1646

Or such other address as the Owner has given the City Clerk in writing or notice may be given to the Owner by prepaid registered mail and any such notice shall be deemed to have been delivered on the third business day after mailing or same day if by fax. If notice is to be given by the Owner to the City it shall be similarly given to:

The Corporation of the City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1

ATTENTION: Jeffrey A. Abrams, City Clerk

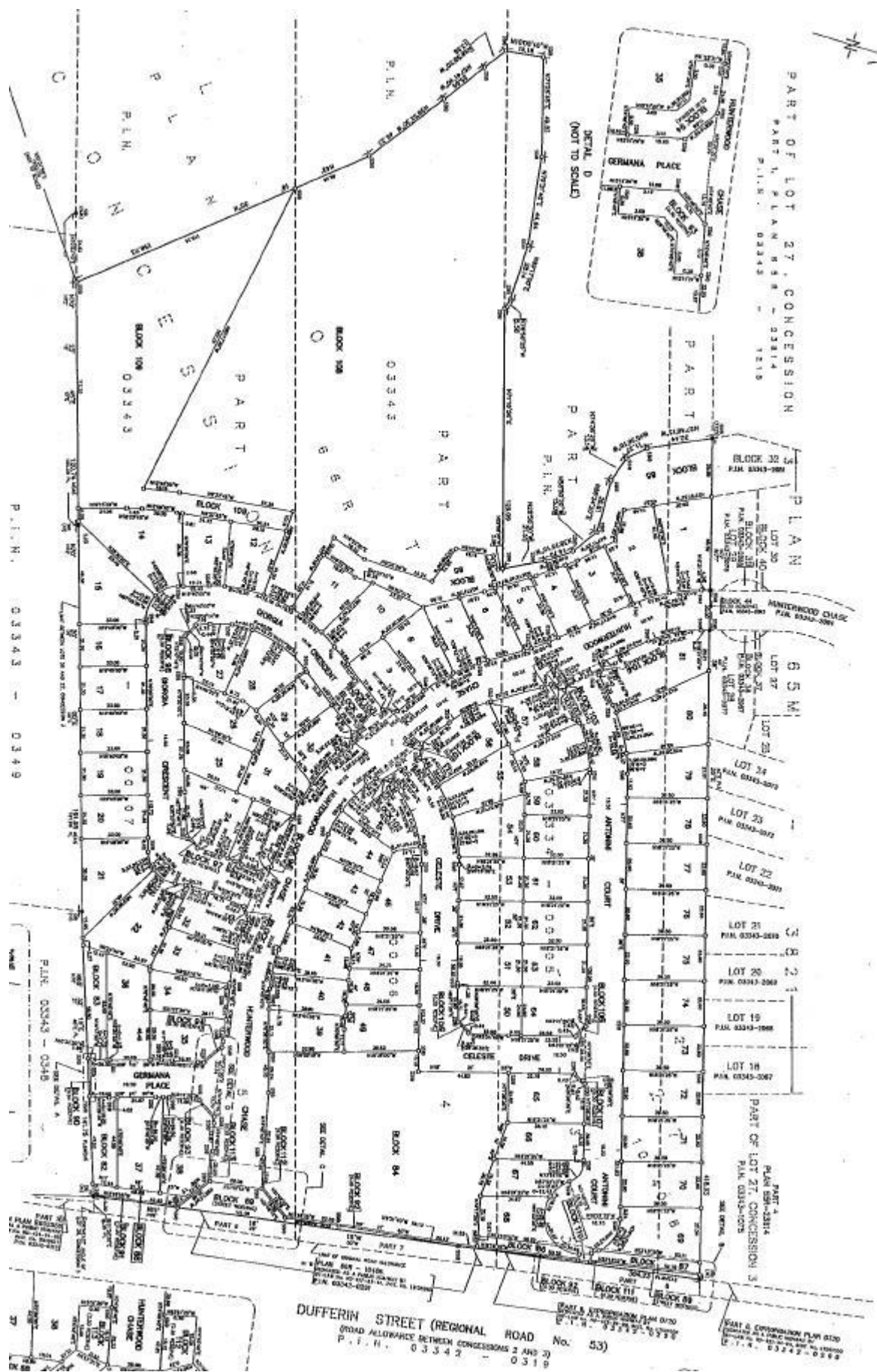
Fax: 905-832-8535

CITY OF VAUGHAN

SCHEDULE "A"

PLAN OF SUBDIVISION

Large scale drawings may be viewed at the City of Vaughan Engineering Department.



CITY OF VAUGHANSCHEDULE "B"CONSTRUCTION DRAWINGS

1. The following drawings prepared by RAND Engineering Corporation, if approved and signed by the City, shall form part of the Construction Drawings referred to in Subsection 6.6 and are available for review at the offices of RAND Engineering Corporation, 5285 Solar Drive, Mississauga, ON, L4W 5B8, or at the City Offices. If revised drawings are prepared by RAND Engineering Corporation which are approved by the City, they shall form part of the Construction Drawings:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
1A	GENERAL NOTES
1	GENERAL PLAN – UNDERGROUND SERVICING
2	COMPOSITE UTILITY PLAN
3	STORM DRAINAGE PLAN
3b	STORM DRAINAGE PLAN (Street Catchbasins)
4	SANITARY DRAINAGE PLAN
5	GRADING PLAN
6	GRADING PLAN
7	GRADING PLAN
8	GRADING PLAN
9	PLAN & PROFILE – HUNTERWOOD CHASE (STA. 0+102.460 TO 0+260)
10	PLAN & PROFILE – HUNTERWOOD CHASE (STA. 0+260 TO 0+440)
11	PLAN & PROFILE – HUNTERWOOD CHASE (STA. 0+440 TO 0+553.890)
12	PLAN & PROFILE – GIORGIA CRESCENT (STA. 0+000 TO 0+160)
13	PLAN & PROFILE – GIORGIA CRESCENT (STA. 0+160 TO 0+313.049)
14	PLAN & PROFILE – GERMANA PLACE (STA. 0+000 TO 0+077.000)
15	PLAN & PROFILE – CELESTE DRIVE (STA. 0+000 TO 0+120)
16	PLAN & PROFILE – CELESTE DRIVE (STA. 0+120 TO 0+237.720)
17	PLAN & PROFILE – ANTONINI COURT (STA. 0+000 TO 0+160)
18	PLAN & PROFILE – ANTONINI COURT (STA. 0+160 TO 0+298.660)
19	PLAN & PROFILE – SANITARY & STORM SEWER (BLOCK 84-SWMF.)
20	PLAN & PROFILE – SANITARY EASEMENT / 1350mm CONC. STORM OUTLET
21	PLAN & PROFILE – DUFFERIN STREET
22	PLAN & PROFILE – DUFFERIN STREET PAVEMENT MARKINGS PLAN
23	STORMWATER MANAGEMENT FACILITY - GRADING
24	STORMWATER MANAGEMENT FACILITY – DETAILS (INLET STORM SEWER)
25	STORMWATER MANAGEMENT FACILITY – DETAILS (QUALITY CONTROL STORM SEWER)
26	STORMWATER MANAGEMENT FACILITY – DETAILS (STORM MANHOLE OUTLET STRUCTURE)
27	SECTIONS
27A	SECTIONS (DUFFERIN STREET)
27B	SECTIONS (DUFFERIN STREET)

CITY OF VAUGHAN

SCHEDULE "B" (CONT'D)

CONSTRUCTION DRAWINGS

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
28	DETAILS
29	SEDIMENT CONTROL PLAN
30	STANDARD DETAILS (CITY OF VAUGHAN)
31	STANDARD DETAILS (CITY OF VAUGHAN)
32	SEWER DESIGN SHEETS
33	DESIGN SHEETS

2. The following drawings prepared by Schaeffer & Associates Ltd., if approved and signed by the City, shall form part of the Construction Drawings referred to in Subsection 6.6 and are available for review at the offices of Schaeffers & Associates Ltd., 6 Ronrose Drive, Concord, Ontario, L4K 4R3, or at the City Offices. If revised drawings are prepared by Schaeffers & Associates Ltd., which are approved by the City, they shall form part of the Construction Drawings:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
GN-1	GENERAL NOTES (PART 1)
GP-1	GENERAL PLAN (PART 1)
GP-2	GENERAL PLAN (PART 2)
PP-1	PLAN & PROFILE – MNR EASEMENT (FROM STA. 0+000.000 TO STA. 0+180.000)
PP-2	PLAN & PROFILE – MNR EASEMENT (FROM STA. 0+180.000 TO STA. 0+380.000)
PP-3	PLAN & PROFILE – TESTON ROAD (FROM STA. 10+000.000 TO STA. 10+250.000)
PP-4	PLAN & PROFILE – DUFFERIN DTREET (FROM STA. 0+000.000 TO STA. 0+250.000)
PP-5	PLAN & PROFILE – DUFFERIN DTREET (FROM STA. 0+250.000 TO STA. 0+450.000)
PP-6	PLAN & PROFILE – TESTON ROAD (FROM STA. 10+250.000 TO STA. 10+490.000)
D1	DETAIL OF FLOW CONTROL DEVICE FOR MH.4A
S1	WATERMAIN SUPPORT DETAILS
TA-1	SANITARY DRAINAGE PLAN (PART 1)
TA-2	SANITARY DRAINAGE PLAN (PART 2)
TA-3	EXTERNAL SANITARY DRAINAGE PLAN

CITY OF VAUGHAN

SCHEDULE "B" (CONT'D)

CONSTRUCTION DRAWINGS

3. The following landscape drawings prepared by Cosburn Associates Limited, if signed by the City, shall form part of the Construction Drawings referred to in Subsection 6.6 and are available for review at the offices of Cosburn Associates Limited, 20 Crown Steel Drive, Suite 2, Markham, ON, L3R 9X9, or at the City office. If revised landscape drawings are prepared by Cosburn Associates Limited, which are signed by the City, they shall form part of the Construction Drawings:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
L-1	STREETSCAPE
L-2	STREETSCAPE
L-3	STREETSCAPE
L-4	STREETSCAPE
L-5	ENLARGEMENT
LW1	SWM POND
LE1	TRCA BUFFER RESTORATION
LD1 – LD8	DETAILS
LE2	SANITARY EASEMENT RESTORATION
LE-D1	SANITARY EASEMENT DETAILS
LE-D2	SANITARY EASEMENT DETAILS

4. The following streetlighting drawings prepared by RTG Systems Corporation, 3518 Mainway, Suite 203, Burlington, Ontario, L7M 1A8, if signed by the City, shall form part of the Construction Drawings referred to in Subsection 6.6 and are available for review at the offices of RTG Systems Corporation and at the City office. If revised streetlighting drawings are prepared by RTG Systems Corporation which are signed by the City, they shall form part of the Construction Drawings:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
SL-1	STREETLIGHT DESIGN
SL-2	STREETLIGHT DESIGN
SL-3	STREETLIGHT DESIGN
SL-4	STREETLIGHT DESIGN
SL-5	STREETLIGHT DESIGN
1	INTERSECTION ILLUMINATION (DUFFERIN STREET & HUNTERWOOD CHASE)
2	ELECTRICAL LEGEND (DUFFERIN STREET & HUNTERWOOD CHASE)

CITY OF VAUGHAN

SCHEDULE "C"

MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

The Owner shall construct the municipal services as shown on the Construction Drawings, which are listed in Schedule "B". They shall be completed in accordance with the requirements of the City and any other authority having jurisdiction. The work shall include, but not be limited to, the following:

1. Watermains

Reinforced concrete pressure pipes, polyvinyl chloride or approved equivalent watermains on the streets, easements, blocks and lots within the Plan together with valves, hydrants equipped with anti-tampering devices, copper service connections for the lots, connections to existing or proposed systems, and any other appurtenances, to the requirements of the City.

External

Construction of the watermain as shown on the Construction Drawings, which are listed in Schedule "B". They shall be completed in accordance with the requirements of the City and any other authority having jurisdiction.

- 250 mm, 300 mm diameter watermains on Dufferin Street and Teston Road.

2. Storm Sewers

Reinforced concrete or approved equivalent storm sewers, foundation drain collectors and clean water collectors on the streets, blocks and easements within the Plan, together with manholes, service connections for the lots, catchbasins, concrete box culvert, headwalls, storm management pond, ditches and any other appurtenances, all to the requirements of the City and any other authority having jurisdiction. Storm drainage works shall be sized to accommodate flows expected from the Plan based on urban and rural development as specified by the City.

One (1) rain barrel for each unit within the Plan to the requirements of the City.

External

Construction of the storm sewer as shown on the Construction Drawings, which are listed in Schedule "B". They shall be completed in accordance with the requirements of the City and any other authority having jurisdiction.

- 300 mm, 375 mm, 525 mm, 1200 mm diameter storm sewers on Dufferin Street.

Construction of storm sewer connections to dry wells on Lots 18, 19, 21, 23 and 28 on 65M-3821 abutting north of the Plan as shown on the Construction Drawings.

3. Sanitary Sewers

Polyvinyl chloride or approved equivalent sanitary sewers on the streets, easements and Blocks in the Plan, together with manholes and service connections for the lots and/or blocks, connections to existing system and any other appurtenances to the requirements of the City and any other authority having jurisdiction.

External

Construction of the sanitary sewer as shown on the Construction Drawings, which are listed in Schedule "B". They shall be completed in accordance with the requirements of the City and any other authority having jurisdiction.

CITY OF VAUGHAN

SCHEDULE "C" – CONT'D

MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

- 200 mm, 450 mm, 600 mm diameter sanitary sewers on Dufferin Street, Teston Road and Block 12 woodlot.

4. Roads

Asphalt surfaced roadways with concrete curb and gutter on the streets of the Plan together with intersection treatments, temporary turning circle and removal of, traffic and street signs, and other works and appurtenances, to the requirements of the City and any other authority having jurisdiction.

External

Road widening on Dufferin Street to the satisfaction of the Region of York.

5. Boulevards and Driveways

Asphalt pavement or other hard surface acceptable to the City, at driveway locations from curb to garage doors of the house. Asphalt driveways shall be constructed in two lifts with 200 mm compacted depth of granular "A", 50 mm compacted depth HL-8 asphalt and 25 mm compacted depth HL-3 asphalt to the requirements of the City. All remaining areas of boulevards not covered by driveways or sidewalks shall be covered with 450 mm topsoil and No. 1 nursery sod placed according to the current City standards.

The permeable pavers for driveways shall be installed on Lots 2, 4, 6, 8, 9, 15, 23 to 27 both inclusive, 30 to 32 both inclusive, 34, 35, 39 to 42 both inclusive, 45 to 47 both inclusive, 51 to 54 both inclusive, 56 to 59 both inclusive, 61, 63 to 65 both inclusive, 68, 70 and 72 to 74 both inclusive on Schedule "A", to the requirements of the City and as per the details on the approved Construction Drawings.

6. Sidewalks and Walkways

1.5 metre wide concrete sidewalks in the locations shown on the Construction Drawings together with driveway treatments, intersection treatments, connections to existing or proposed sidewalks and/or walkway systems and other works to the requirements of the City and any other authority having jurisdiction.

7. Fences and Noise Attenuation Features

Construct chain link, maintenance free privacy and acoustical fences and barriers in the locations as shown on the approved Construction Drawings. All required fencing and acoustic barriers abutting public lands shall be constructed with all fencing material, including foundations, completely on private lands and totally clear of any 0.3 metre reserve.

Notwithstanding the above clause, all wood maintenance free privacy and acoustic fencing shall have 2 coats of stain applied (both faces) within 30 days following the construction of the fence to the satisfaction of the City.

8. Overall Grading

Construct all lot and block grades as noted on the Construction Drawings such that overland flow is directed to approved outlets without causing ponding.

CITY OF VAUGHAN

SCHEDULE "C" – CONT'D

MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

9. Trees, Landscaping and Streetscape and SWM Pond Landscaping

Plant the required number of trees and shrubs, deciduous: 60-70 mm in caliper, as shown on the landscape drawings prepared by Cosburn Associates Limited, and approved by the City. The trees shall be planted at a minimum density of one tree per unit at the front of each unit and two additional trees on each corner lot. Trees shall be planted at 12.0 m spacing on the boulevards along all blocks in the plan. The location and species of the trees to be in accordance with the planting plan and specifications submitted by the Owner and approved by the City. The trees shall be guaranteed during the guaranteed maintenance period. Plant all trees and plant material in accordance with the approved Construction Drawings in Schedule "B".

Native trees with a minimum caliper of 80mm (Deciduous) and 2500mm height (Coniferous) in the rear yards of Lots 69 to 81 both inclusive on Schedule "A" and on the abutting external Lots 28, 18 to 24 both inclusive on Plan 65M-3821 for additional buffering. The trees shall be guaranteed during the guaranteed maintenance period. Plant all trees and plant material in accordance with the approved Construction Drawings in Schedule "B".

Habitat restoration through the use of native drought resistant plant materials (Xeriscapes) in the buffer areas along the top-of-bank and within the stormwater management pond. The trees shall be guaranteed during the guaranteed maintenance period. Plant all trees and plant material in accordance with the approved Construction Drawings in Schedule "B".

10. Park

N/A

11. Mud and Dust Control

All roadway surfaces, ditches, catch basins, storm and sanitary sewers appurtenances shall be kept clear of mud and dust to the satisfaction of the City.

12. Erosion and Sediment Control

Design, implement and monitor erosion and sediment control measures during all phases of construction in the Plan in accordance with the TRCA Erosion and Sediment Control Guidelines for Urban Construction dated December 12, 2006, to the satisfaction of the City and TRCA.

13. Pavement Markings, Pedestrian and Bicycle Route Signage

Apply pavement markings, pedestrian and bicycle signage external to the Plan as shown on the approved Construction Drawings in accordance with City of Vaughan specifications in locations identified by the City.

14. Streetlighting

Construct streetlighting and walkway lighting on all streets and walkways in accordance with City of Vaughan specifications or any other authority having jurisdiction in the locations as shown on the approved Construction Drawings. Luminaires and poles shall be the type and color approved by the City.

CITY OF VAUGHAN

SCHEDULE "C" – CONT'D

MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

15. Fine Lot Grading/Topsoil, and Sod

Fine grade and place 100 mm of topsoil and No. 1 nursery sod on all lots within the Plan not covered by buildings, driveways, or sidewalks.

16. Hydro Facilities

Design and construct all Hydro facilities, including underground Hydro wiring, on all streets within the Plan, in accordance with a separate development agreement between PowerStream Inc. and the Owner.

CITY OF VAUGHAN
SCHEDULE "D"
ESTIMATED COST OF SERVICES

1.	Watermains	\$	332,000.00
	<u>External Works</u>		
	- 250mm, 300mm diameter watermains on Dufferin Street and Teston Road.	\$	482,000.00
2.	Storm Sewers	\$	663,100.00
	- Infiltration Trenches	\$	31,500.00
	- Foundation Drain Collectors	\$	44,000.00
	- Stormwater Management Pond and Appurtenances	\$	315,000.00
	- Life Saving Station (LSS) in SWM Pond (\$400.00 per LSS, Minimum of two LSS per pond, One (1) SWM Ponds within the Plan)	\$	800.00
	- Rain Barrels (one per dwelling unit)	\$	8,300.00
	<u>External Works</u>		
	- 300 mm, 375 mm, 525 mm, 1200 mm diameter storm sewers on Dufferin Street.	\$	243,400.00
3.	Sanitary Sewers	\$	465,000.00
	<u>External Works</u>		
	- 200 mm, 450 mm, 600 mm diameter sanitary sewers on Dufferin Street, Teston Road and Block 12 woodlot.	\$	1,834,000.00
4.	Roads		
	<u>Internal</u>		
	- Excluding Top Asphalt	\$	560,200.00
	- Top Asphalt	\$	300,000.00
	<u>External</u>		
	- Road Widening (Dufferin Street)	\$	269,000.00
	- General Earthworks (Dufferin Street and Teston Road)	\$	88,000.00
5.	Boulevards and Driveways	\$	156,000.00
	- Permeable driveway pavers (41 units)	\$	246,000.00
6.	Sidewalks and Walkways	\$	28,000.00
7.	Fences and Noise Attenuation Features	\$	480,800.00
8.	Overall Grading	\$	852,600.00
9.	Trees, Landscaping and Streetscape (including drought resistant plants in SWM Pond)	\$	1,095,100.00
	Trees on Lots 69 to 81 on Schedule "A" and Lots 28, 18 to 24 both inclusive on Plan 65M-3821	\$	40,000.00
	<u>External Works</u>	\$	130,600.00
	- Block 12 woodlot restoration works	\$	198,000.00
	- Parking and Trail Works within Block 12 woodlot		
10.	Park	\$	Nil
11.	Mud and Dust Control	\$	23,000.00
	External (Dufferin Street, Teston Road and Block 12 woodlot)	\$	110,500.00

CITY OF VAUGHAN
SCHEDULE "D" CONT'D
ESTIMATED COST OF SERVICES

12.	Erosion and Sediment Control	\$	20,000.00
13.	Pavement Markings, Pedestrian and Bicycle Route Signage	\$	17,000.00
14.	Streetlighting	\$	150,000.00
15.	Fine Lot Grading/Topsoil and Sod	\$	162,000.00
			<hr/>
Sub Total		\$	9,345,900.00
16.	Contingency (10%)	\$	934,590.00
17.	Maintenance and site cleaning and grass maintenance within SWM Pond	\$	100,000.00
			<hr/>
Sub-Total (Carried to Item 5, Schedule "I")		\$	10,380,490.00
Consulting Engineers Fee (10%)		\$	1,038,049.00
			<hr/>
TOTAL (Carried to Item 1, Schedule "H")		\$	11,418,539.00
			<hr/>

CITY OF VAUGHAN

SCHEDULE "E"

SPECIFICATIONS

1. The subdivision works shall be designed in accordance with the City Design Criteria, Standards and Specifications. The works shall be constructed in accordance with the City Standards and Specifications in effect at the time of approval of engineering drawings, or those adopted by the City prior to the commencement of construction.
2. The City may require soil tests at any time on lands upon which any of the services are being constructed.
3. The City shall require that all roads and selected driveways be core tested prior to the application of top course asphalt, in order to determine the actual road and driveway base construction and hence order rectification of any detected deficiency/deficiencies.
4. The City will camera inspect all storm, sanitary and foundation drain sewers throughout their length prior to Completion Approval Notice. The City may require a second inspection prior to assumption of the service. The Owner shall incur all such inspection cost.
5. The City will require that storm sewers be visually inspected throughout their length prior to Completion Approval Notice. Where sewers are inaccessible, appropriate methods of camera inspections shall be used. The City may require a second inspection prior to assumption of the service.
6. The City will require a representative of the City to be present at any testing of the services necessary for the release of building permits or Completion Approval Notice or assumption.
7. The City will require that an inspection of all tree planting on public property be conducted in accordance with the City's current standards.
8. The City requires that inspections occur in accordance with the approved tree preservation plan and specifications.
9. The City requires a minimum of 14 working days advance notice (excluding Saturdays and Sundays) for the installation of the water meter. Should the Owner fail to provide such notice, or should the City be unable to install the water meter on the date required by the Owner, the Owner shall be required to make suitable arrangements to have a licenced plumber install the water meter at the Owner's expense, to the City's specifications.

In the event that the Owner is required to install the water meter, the Owner shall be responsible for notifying the City when such installation is complete in order for the City to provide an inspection of such installation. No occupancy permit shall be issued unless the City has inspected, sealed, and approved the installation of the water meter.

CITY OF VAUGHAN

SCHEDULE "F"

WORK SCHEDULE

<u>ITEM</u>	<u>COMPLETION</u>
1. Watermains, Storm Sewers, Sanitary Sewers, roadways including first lift of asphalt, concrete curb base, and overall grading.	Prior to application for Building Permit subject to Subsection 5.1
2. Final Lift of Asphalt and Top of Concrete Curb	Prior to Completion Approval Notice
3. Snow Fencing, Tree Protection, Erosion and Siltation Control.	Prior to commencement of construction of Municipal Services.
4. Electrical Distribution Systems	Completion must be prior to occupancy.
5. Street Lighting	Prior to occupancy.
6. Aquatic Storm Water Management Pond Planting	After final pond cleaning and prior to Assumption.
Non-Aquatic Storm Water Management Pond Planting and Slope Stabilization	During the first growing season following construction of the pond.
Life Saving Station (LSS) in Storm Water Management Pond	Prior to assumption and/or when directed by the City.
7. Fine Grading, Topsoil and Sodding of Lots and Tree Planting Tree planting on Lots 69 to 80 both inclusive on Schedule "A"	Within 3 months of the occupancy of the abutting Lot; if occupancy occurs between November 1 to April 30, within 2 months after April 30; or prior to Completion Approval Notice, whichever is sooner. (Note: All planting and material shall have been installed for a period of at least 12 months prior to Completion Approval as per Subsection 16.3).
8. Boulevards and Sidewalks	Within 2 months following occupancy of 75% of the lots; if occupancy occurs between November 1 to April 30, within 2 months after April 30; or prior to Completion Approval Notice, whichever is sooner.

CITY OF VAUGHAN
SCHEDULE “F” CONT’D
WORK SCHEDULE

<u>ITEM</u>	<u>COMPLETION</u>
9. Driveways	Granular base is to be installed prior to occupancy. For asphaltic driveways, the first lift is to be placed within 9 months of occupancy of the affected lot and prior to Completion Approval. The final lift is to be placed after one winter has passed and prior to Assumption. For interlocking brick/stone/concrete /permeable pavers driveways, these interlocking materials are to be placed after one winter has passed but prior to November 15, of the following year.
10. Fences and Noise Attenuation Features	Prior to transfer of abutting lot. Wooden fences to be stained (both faces) within 30 days of construction.
11. Pavement Markings	Annually until assumed by the City, plus prior to occupancy, plus prior to completion approval notice following placement of top course asphalt.
12. Pedestrian and Bicycle Route Signage	Prior to assumption and/or when directed by the City.
13. Parks	Prior to the commencement of the guaranteed period, the park block shall be rough graded, topsoil spread and fine graded, seeded and fenced.
14. Hydrant Anti-Tampering Devices	Installed prior to the issuance of a building permit and removed prior to assumption.
15. Woodlot Restoration, Parking and Trail Works	Within 2 weeks following completion of the construction of sewer in woodlot, weather permitting, or within 2 weeks of the start of the 1 st growing season

CITY OF VAUGHAN

SCHEDULE "G"

DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Vaughan, (Geographic Township of Vaughan), in the Regional Municipality of York and being composed of part of Lot 27, Concession 3 of the said City of Vaughan, designated as Parts 1, 2, 3 and 4, Plan 65R-31863, and being comprised of part of PINS 03343-0005, 03343-0006 and 03343-0007.

CITY OF VAUGHAN

SCHEDULE "H"

FINANCIAL GUARANTEES CITY OF VAUGHAN

<u>CITY OF VAUGHAN</u>	<u>AMOUNT</u>	<u>REDUCTION</u>	<u>MAINTENANCE PERIOD</u>
(1) Municipal Services as per Schedule "D".	\$ 11,418,539.00	The letter of credit shall be reduced as work proceeds.	13 months or assumption of services.
(2) Building Permit Security Deposit as per Subsection 21.1.4 (83 single detached units @ \$5,000.00 = \$415,000.00)	\$ 415,000.00	The letter of credit shall be reduced as per Subsection 21.1.4.	
(3) Block 12 Woodlot – Maple Nature Reserve damage deposit as per Subsection 21.1.12	\$ 50,000.00	The letter of credit shall be released prior to assumption of services or as determined by the City.	

NOTES

1. If the contract price for an item exceeds the amount shown in the Schedule, then the letter of credit shall be increased accordingly.
2. Letter of Credit reductions for municipal services except lot grading will not be processed until presentation of the following items:
 - (a) Completion Certificate from the Consulting Engineer, certifying that the works are completed to City Standards and Specifications and detailing the value of the works, and either,
 - (b) Payment Certificate from the contractor(s), certifying the value of the works completed and paid for, or,
 - (c) Statutory Declaration from the Owner detailing the value of the works paid for.

In no case shall the letter of credit be reduced to an amount below the following totals:

(A) Prior to Completion Approval

- (a) City estimates of the cost of municipal services to be completed, plus,
- (b) Value of work completed but not paid for, plus,
- (c) 10% value of completed and paid for work.

(B) After Completion Approval

- (a) City estimates of the cost of municipal services to be completed, plus,
- (b) Value of work completed but not paid for, plus,
- (c) 2% value of completed and paid for all underground services such as sanitary sewers, storm sewer, clean water collectors and watermains (aboveground appurtenances such as valves, curb stops and fire hydrants are excluded), plus

CITY OF VAUGHAN

SCHEDULE "H" CONT'D

FINANCIAL GUARANTEES CITY OF VAUGHAN

- (d) 10% value of the completed and paid for work of the roads, curbs, sidewalks, driveways, fences, landscaping, grading SWM Pond landscaping and street lighting including aboveground appurtenances, plus
 - (e) 100% value of the mud and dust controls, erosion and sediment controls including regular inspection, and site cleaning
3. The fine grading, Topsoil and Sodding portion of the Municipal Services Letter of Credit will be reduced by half, upon receipt and approval of the Consultant's Lot Grading Certificate for half of the lots. The balance shall be held until the receipt and approval of the Consultant's Lot Grading Certificate for all remaining lots.
4. Satisfactory arrangements shall be made by the Owner to ensure the completion and maintenance of the services as required by Sections 16 and 17.

In the event the Owner fails to respond to requests by the City as per Sections 16 and 17, the City may undertake the work as deemed necessary.

Should the City be involved in works pertaining to the requirements of Sections 16 and 17, the following rate shall apply:

- (a) Where City forces are used - cost times 2.5.
- (b) Where the City retains independent contractors - cost times 2.0.

Note: Where the actual cost exceeds \$30,000.00 the upset limit to be charged shall be the actual cost plus the greater of 15% or \$15,000.00.

CITY OF VAUGHANSCHEDULE "I"AMOUNTS PAYABLE TO THE CITY OF VAUGHANTO BE PAID BY THE OWNER PRIOR TO FINAL APPROVAL OF THE PLAN

1.	Taxes	\$	All taxes to be paid prior to registration in accordance with Subsections 2.3 and 5.1 (e).
2.	Tariff of Fees By-law 170-2009		
	a) Phasing fee	\$	N/A
	b) All other outstanding fees	\$	Nil
3.	Local Improvements	\$	No local improvement charges.
4.	Development Charges and Special Services Area Development Charges in accordance with Subsection 21.1.1	\$	Amount to be determined at time of payment in accordance with the City of Vaughan Development Charges By-law in effect at time of payment.
5.	City of Vaughan Engineering Fees (3½% of \$ 10,380,490.00)	\$	363,317.15
6.	Survey Monuments, as per Subsection 21.1.2	\$	3,110.00
7.	Initial Sewer camera inspection fee. (Note: A minimum charge of \$450.00. The Owner shall incur any additional cost on account of additional/complex inspection and/or price fluctuation.)	\$	7,268.63
8.	Appraisal Fee	\$	Nil
9.	Woodlot Contribution	\$	N/A
10.	Waste Management contribution as per Subsection 21.1.3 (83 residential dwelling units and/or part- lot dwelling units in the Plan x \$38.00)	\$	3,154.00
11.	Cash in lieu of Parkland as per Subsection 21.1.11	\$	1,253,025.00
12.	Printing of signed Construction Drawings	\$	100.00
13.	SWM Pond monitoring fee	\$	30,000.00
14.	Water used for testing and flushing water distribution system (Note: Additional Charges may be levied as per Subsection 21.7.39)	\$	3,608.00
15.	Contribution to external services - Cost sharing of oversizing of Block 12 sanitary sewers and sanitary pumping station maintenance as per Subsection 21.1.5	\$	92,970.89
16.	Peer Review Environmental Site Assessment Report (The Owner has pre-paid \$2,000.00 to cover this cost)	\$	N/A
17.	Goods and Services Tax (G.S.T.) is payable on Item No's. 6, 7, 8 and 12 above. (G.S.T. payable 5% of \$ 10,478.63)	\$	523.93

CITY OF VAUGHAN

SCHEDULE "I" CONT'D

AMOUNTS PAYABLE TO THE CITY OF VAUGHAN

TO BE PAID PRIOR TO BUILDING PERMIT FOR EACH UNIT

1. Watermeter per Lot – to be paid by applicant.
2. Balance of Development Charges in accordance with the City of Vaughan Development Charge By-law in effect at the time of payment.

CITY OF VAUGHAN

SCHEDULE "J"

POWERSTREAM INC. AMOUNTS PAYABLE

TO BE PAID PRIOR TO BUILDING PERMITS

1. The cost of the hydro services in the building lots, to each building unit, is the responsibility of the builder, and will be charged by PowerStream Inc. at the rates applicable at the time of application for building permits.

CITY OF VAUGHAN

SCHEDULE "K"

LANDS OR EASEMENTS TO BE CONVEYED

Land and easements to be conveyed at no cost and free of charge and encumbrance.

If the City determines in its sole and absolute discretion, that any of the lands or easements conveyed to the City for municipal services in accordance with section 4.5 of the agreement are no longer required, then the City may reconvey said lands or easements to the Owner, and all costs and disbursements associated with said reconveyance shall be paid by the Owner.

1. 0.3 Metre Reserve:

City of Vaughan:

- Blocks 90, 93 to 107 both inclusive, 112 and 113 on Schedule "A".

Region of York:

- Blocks 91, 92 and 111 on Schedule "A".

2. Lands to be deeded to:

City of Vaughan:

- Blocks 86 to 88 both inclusive on Schedule "A" for Landscape Buffer.
- Block 84 on Schedule "A" for SWM Facility.
- Block 110 on Schedule "A" for Walkway.

Region of York:

- Block 89 on Schedule "A" for road widening.

3. Easement to be deeded to City of Vaughan:

- Part 1 on Reference Plan 65R- _____ on part of Block 82 on Schedule "A" for sanitary sewer purposes.

4. Easement to be deeded to the City for storm system as per Subsection 21.4.12:

- A temporary easement for a period of 24 months from the date of the registration of the Plan over Parts 1 to 10 on Reference Plan 65R- _____ on part of Lots 72 to 80 on Schedule "A" for storm sewer and overland drainage purposes. The easement document shall specify to the satisfaction of the City that the rear lot catchbasin is a municipal service but the regular maintenance of this infrastructure is the responsibility of the lot owner.

CITY OF VAUGHAN

SCHEDULE "L"

SERVICES NOT ASSUMED BY THE CITY OF VAUGHAN

1. Fences and noise attenuation features on private lands.
2. Electrical distribution systems and related facilities.
3. Overall grading.
4. Fine grading, topsoil and sod on Lots in the Plan.
5. Driveways.
6. Rear lot catchbasins and leads constructed on Lots in the Plan.
7. Retaining walls.
8. Trees preserved or relocated on Lots in the Plan.
9. Landscaping on Lots in the Plan.
10. Clean Water Collector System on Lots in the Plan.
11. Rain barrels on Lots in the Plan.

CITY OF VAUGHAN

SCHEDULE "M1"

AMOUNTS TO BE REMITTED TO OTHERS BY THE CITY OF VAUGHAN

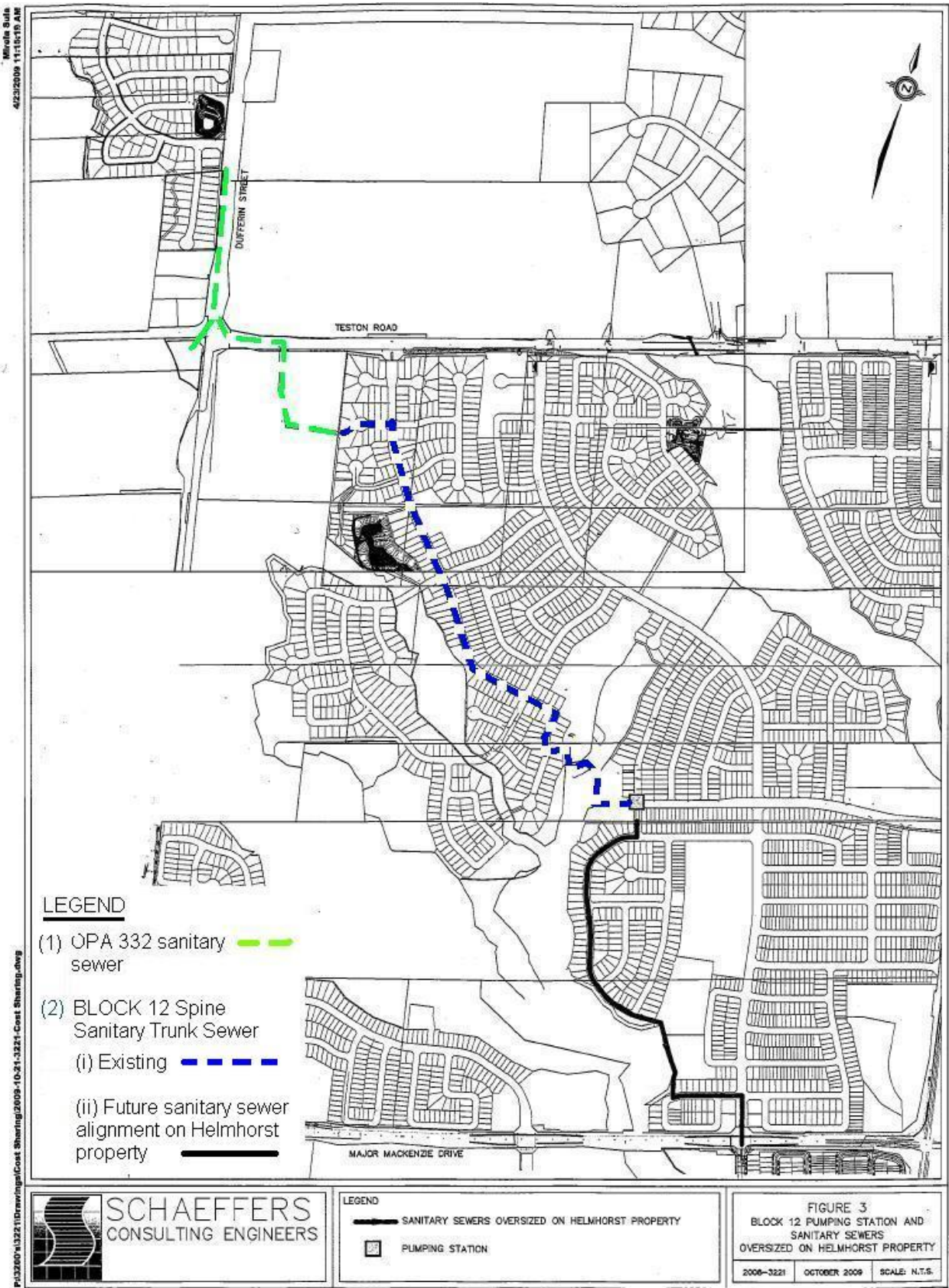
SANITARY SERVICING

1.	To Block 12 Properties Inc., as per Subsection 21.1.5.	\$	90,263.00
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CITY OF VAUGHAN
SCHEDULE "M2"

COST SHARING OF OVERSIZING OF BLOCK 12 SANITARY SEWERS AND SANITARY
PUMPING STATION MAINTENANCE

As per Subsections 21.1.5



CITY OF VAUGHAN

SCHEDULE "N1"

CONSULTANT'S LOT GRADING CERTIFICATE

DATE:

City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1

ATTENTION: DIRECTOR OF DEVELOPMENT/TRANSPORTATION ENGINEERING

I have reviewed the site and grading plan for the proposed building to be constructed, and hereby certify that:

1. The proposed grading and appurtenant drainage works comply with sound engineering principles.
2. The proposed grading is in conformity with the grading plan approved for this subdivision and will not adversely affect adjacent lands.
3. The proposed building is compatible with the proposed grading.
4. The proposed water service curb stop is to be located in the grassed portion of the front yard.
5. The driveway conforms with By-law 263-94 and is a minimum 1.0 metre clear of all street landscape and catchbasins.

NAME OF ENGINEERING FIRM

Signature of Engineer

PROFESSIONAL ENGINEER'S STAMP

Cc: Director of Building Standards

CITY OF VAUGHAN

SCHEDULE "N2"

CONSULTANT’S LOT GRADING CERTIFICATE

DATE:

City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1

ATTENTION: DIRECTOR OF DEVELOPMENT/TRANSPORTATION ENGINEERING

Gentlemen:

RE: (NAME OF SUBDIVISION)
LOT OR BLOCK.....
R.P.....
CERTIFICATION OF BUILDING
AND FINAL LOT GRADING

I have inspected the complete lot grading and building elevations on the above lot, and hereby certify that:

1. The lot grading and building elevations are:

_____ in conformity with the approved grading and site plans.

_____ not in conformity with the approved plan, but have been constructed in accordance with sound engineering principles and vary from the approved plan as shown on the attached as-built plan, signed and stamped by the undersigned.
2. The water service curb stop is located in the grassed portion of the front yard.
3. The driveway conforms with By-law 263-94 and is a minimum 1.0 metre clear of all street landscape and catchbasins.

Yours very truly,

Name of Engineering Firm

Signature of Engineer

PROFESSIONAL ENGINEER'S STAMP

cc: Director of Building Standards

CITY OF VAUGHAN

SCHEDULE “O”

LOT GRADING DESIGN FOR RESIDENTIAL DEVELOPMENT

Building Standards Department

April 1991

CIVIC CENTRE • 2141 MAJOR MACKENZIE DRIVE • MAPLE • ONTARIO • L6A 1T1

905-832-2281

SECTION 1 - GENERAL OBJECTIVES

To provide sites that are suitable for the erection of buildings and to provide satisfactory and environmentally sustainable drainage of lands within the development. The design and completion of lot grading is of primary concern to the municipality and the following criteria shall apply to all residential development in the City of Vaughan. Variances from these criteria may be permitted where the lot grading complies with the overall design and a reasonable balance is achieved between the provision of relatively flat amenity areas, effective drainage, the preservation of natural topography, and the environmental impact of urban runoff.

SECTION 2 - INFORMATION TO BE SHOWN
ON LOT GRADING PLANS

2.1 GENERAL

- 2.1.1 Drawings shall be sufficiently large to show clearly all details including relevant features beyond the property boundaries. Drawings shall be prepared at a scale of no greater than 1:250.
- 2.1.2 Symbols and conventions used on lot grading plans shall conform to the Engineering Department’s “Design Standard Drawings”.
- 2.1.3 Lot Grading Plans shall include the standard notes shown in Appendix “A”.

2.2 DETAIL

- 2.2.1 Proposed elevations for lot corners, swale inverts and intermediate points of grade change are to be shown at reasonable intervals along the boundaries of the lot to illustrate the drainage of the lot in relation to the surrounding lands and buildings.
- 2.2.2 The proposed lot grade shall be shown at a location 6.4m from the front property line. For “split” type drainage patterns, the specified grade at the rear of the house also shall be indicated.
- 2.2.3 The direction of surface water runoff shall be shown by an arrow.
- 2.2.4 Elevations are to be in relation to City geodetic bench marks.
- 2.2.5 Catch basins, rim elevation of grate and invert of outlet pipe are to be shown on plans.

- 2.2.6 All above ground services including curbs, sidewalks, valves, hydrants, streetlight poles, transformers and easements shall be shown on the lot grading plans.
- 2.2.7 The degree and limits of slopes over 5 horizontal to 1 vertical shall be shown.
- 2.2.8 The lot grading plans shall indicate proposed locations for buildings, private sewage disposal systems and private water supply systems.
- 2.2.9 House connections, water, sanitary and storm sewer invert lateral elevations shall be shown on the lot grading plans.
- 2.2.10 Detail and show the extent of typical side yard treatments where yard is less than 1.80m between dwellings.
- 2.2.11 House elevations including finished first floor, basement slab and underside of footing. Sill elevations to be shown at side entrances where elevation defers from the finished first floor. The number of risers must be indicated at entrances to dwellings.
- 2.2.12 Road layout including curbs, sidewalks and centre line road elevations shall be shown.
- 2.2.13 Site grading plans shall be stamped by the developer’s consulting engineer to confirm conformance with these criteria and the overall lot grading control plans.
- 2.2.14 Proposed retaining walls shall have proposed spot elevations indicated at top of wall and bottom of wall.

SECTION 3 - GRADING DESIGN

- 3.1 Lot surfaces within 6.0m of the dwelling shall be constructed at a 2% - 5% slope.
- 3.2 A slope of 3 parts horizontal to 1 part vertical shall be used to accommodate any grade differential with a vertical dimension not exceeding 600mm. Where the overall vertical dimension exceeds 600mm a retaining wall conforming to Section 4 shall be constructed.
- 3.3 (a) Except as provided for in (b), overland drainage swales shall be graded

at a minimum 2% and a maximum 5% slope.

(b) Side yard drainage swales shall be graded at a minimum of 3% where dwellings are located less than 1.8m apart.

3.4 Boundary slopes are to be constructed on the lower property.

3.5 (a) Except as permitted in (b), front yards and driveways of residential lots shall be graded to drain towards the street.

(b) Where driveway drainage to the street can not be achieved, driveway and catch basin design shall be approved by the Building Standards and Engineering Departments.

3.6 If the distance between the main walls of adjacent units is less than 1.8m, a side yard drainage swale shall be constructed between the units and shall be surfaced with a minimum of 130mm of limestone screenings overlaid by a 600mm wide patio slab walkway.

3.7 Rear to front drainage shall not be permitted where the combined width of abutting side yards is less than 1.8m. In such cases split draining swales shall be served by rear lot catch basins.

3.8 Where side yards are less than 1.8m and are designed with a side yard entrance, a minimum 600mm concrete walkway shall be provided.

3.9 Driveways are not permitted as outlets for drainage swales.

3.10 The maximum flow allowable to any rear or side yard swale shall be that from 4 rear yards or 750m² whichever is less.

3.11 Lot drainage shall not adversely affect adjacent properties.

3.12 Where property lines are offset more than 1m or drainage swale alignment exceeds 45 degrees, catch basins are required.

3.13 The maximum length of drainage swales between outlets shall be 90m and such outlets shall serve no more than 4 lots.

3.14 Maximum depth for swales to be 300mm.

3.15 Where architecture permits, rooftop rainwater leaders are to be located to the

front of the dwelling unit to reduce the volume of runoff discharged into side yards. Eaves troughs and rainwater leaders shall be sized to accommodate expected flows. Rainwater leaders shall not be connected to any sewer connection unless such connection is contemplated in the overall servicing design. Measures shall be taken to prevent erosion from roof runoff.

3.16 Exterior cladding and window sills shall be a minimum of .15m above finished grade. Where window wells are to be provided they shall be properly drained and connected to the foundation drains. There shall be a minimum of .15m separation provided between the specified house grade and sill elevations at house entrances.

3.17 Gas meters, hydro meters, water meters, side yard steps and landings, air conditioning units and outside water taps are not permitted within a side yard less than 1.20m wide.

3.18 Rear yard catch basins and outlet pipes shall be located so that the catch basin is entirely on one lot and the outlet pipe is on the same lot. The catch basin shall be located 1.0m clear of property lines.

3.19 Footings constructed next to a catch basin lead pipe or other municipal services shall be installed below the lead pipe excavation. Footings must be constructed on undisturbed soil with an allowable bearing pressure of 75kPa or greater.

3.20 The Property Standards By-Law shall apply to the maintenance of drainage swales serving catch basins.

SECTION 4 - RETAINING WALLS

4.1 Walls constructed with a face height of greater than 600mm shall be designed and certified by a professional engineer except where pre-engineered, proprietary systems are used.

4.2 Timber retaining walls will be constructed of pressure treated lumber to prevent decay.

4.3 Retaining walls with grade differential of more than 1m shall conform to Zoning By-Law 1-88.

- 4.4 A minimum setback of .5m shall be maintained from retaining wall tiebacks to the foundation of any structure.
- 4.5 Construction details of retaining walls must be noted on both overall and site plan grading drawings and approved by the City of Vaughan.
- 4.6 Retaining walls greater than 1m in height shall be served by guards or otherwise treated to reduce any public hazard.

SECTION 5 - DRIVEWAYS

- 5.1 Houses shall be sited and driveways located to provide for maximum on-street parking.
- 5.2 Wherever possible, driveways are to be straight and perpendicular to the curb and garage door. Driveway deflection shall not be permitted to provide clearance to street utilities.
- 5.3 The maximum grade for driveways shall be 8% and the minimum grade shall depend upon the nature of the surface but never be less than 1.5%. Driveway grades are to be compatible with approved sidewalk grades.
- 5.4 Wherever possible, a 500mm sodded strip shall be provided between the edge of driveway (including boulevard portions) and property lines to maintain driveway separation.
- 5.5 Driveways to be set back a minimum of 1.0m, from any tree or street hardware (hydro vaults, light standards, hydrants, etc.).
- 5.6 Where water service boxes are installed within driveway limits, frost collars are to be provided and installed to City Standards.

SECTION 6 - CERTIFICATION

- 6.1 The lot grading shall be inspected by the developers’ consulting engineer prior to fine grading and during lot certification. Twenty-four hour notice must be given to the Building Standards Department so that their participation may be arranged.
- 6.2 Prior to final grading approval a grading plan is to be submitted to the Building Standards Department. The plan will

show both proposed and “as built” lot corner elevations.

- 6.3 The developer’s consulting engineer shall notify the Building Standards Department prior to proceeding with construction or grading where grade deviations of greater than 150mm from the approved plans are identified.
- 6.4 The as constructed lot grading certificates prepared by the developers’ consultant are to be in the form shown in the subdivision agreement and forwarded to the lot grading co-ordinator.

- 6.5 A foundation control certificate shall be issued for each lot by the subdivision consulting engineer as per the subdivision agreement. This certificate shall be provided to the Building Standards Department before house construction proceeds beyond basement level.

SECTION 7 - INFL. REFERENTIAL CONSTRUCTION

- 7.1 SCOPE
 - 7.1.1 New residential development of lands not governed by a current subdivision agreement.
 - 7.1.2 Additions having a ground floor area greater than 40m².
 - 7.1.3 Accessory buildings having a ground floor area greater than 40m².
 - 7.1.4 Subject to the provisions contained in this Section, infill construction shall comply with the criteria contained in Section 1 through Section 6.
- 7.2 OBJECTIVES
 - 7.2.1 To ensure that positive storm drainage is achieved on infill sites according to City standards.
 - 7.2.2 To ensure that the proposed grading and drainage scheme will not adversely affect abutting properties or cause water to accumulate around the proposed dwelling unit.

7.3 INFORMATION TO BE SHOWN ON LOT GRADING PLANS

- 7.3.2 Notwithstanding 2.2.4 proposed elevations shall relate to a geodetic benchmark if site is within 300m of a set known benchmark or related to a fixed point (centre line of road) outside the subject property.
- 7.3.3 A 600mm wide undisturbed area shall be provided along property lines to ensure adjacent existing elevations remain.
- 7.3.4 An application must be made to the Public Works Department for culverts, curb cuts, water, sanitary and storm connections.
- 7.3.5 Wherever possible, the existing and proposed elevations shall be indicated beyond property boundaries to illustrate the drainage of the lot in relation to the surrounding lands and buildings.
- 7.3.6 The builder must perform all necessary works to ensure that no surface drainage problems are created on adjacent to private or public lands because of their development.

7.4 LOT GRADING DESIGN

- 7.4.1 Except as provided in this Section, grading associated with infill construction shall comply with Section 3.
- 7.4.2 The maximum rear yard grade shall be 5% within 6.0m of dwelling unit. The remaining grade may be 3:1 slope not exceeding 600mm in grade differential.
- 7.4.3 Grading shall be performed so as to preserve existing trees where possible.
- 7.4.4 During infill construction, siltation control methods shall be used around lot perimeter to prevent erosion or siltation on adjacent properties.
- 7.4.5 Downspouts are to be directed to front of dwelling units where side yards are less than 1.8m.
- 7.4.6 Grades shall be compatible with adjacent road grades, abutting properties and pending local improvements.
- 7.4.7 Notwithstanding 3.12, 3.14, 3.15, and 3.16, the capacity and alignment of

boundary swales shall not adversely affect adjacent properties.

- 7.4.8 Catch basins and lead pipes shall be sized and designed according to good engineering practice.

7.5 RETAINING WALLS

- 7.5.1 Retaining walls shall be constructed in conformance with Section 4.

7.6 DRIVEWAYS

- 7.6.1 Driveways shall be constructed in conformance with Section 5.

7.7 CERTIFICATION OF GRADING

- 7.7.1 Owner may be required to submit an “as built” survey indicating both proposed and as constructed elevations prior to Letter of Credit release.
- 7.7.2 The Owner is responsible for notifying the Treasury Department upon completion of the lot grading and all other construction to arrange for the release of the Letter of Credit pertaining to lot grading.

Appendix “A”

STANDARD DRAWING NOTES

NOTES

- 1.1 Roof drains to discharge at front of dwelling units onto grassed areas via concrete splash pads and not conflict with walkways.

 - 1.2 The contractor shall check and verify all given grade elevations prior to commencement of construction. Footings to bear on natural undisturbed soil or rock and to be a minimum of 1.22m below finished grade.

 - 1.3 All font and rear yards shall be graded at a 2% -5% grade within 6.0m of the dwelling unit.

 - 1.4 Maximum driveway slope shall be 8%.

 - 1.5 The maximum, allowable slope is 3:1 (horizontal to vertical) with a maximum elevation difference of 600mm.

 - 1.6 Driveways to be set back a minimum of 1.0m, from above ground services or other obstruction.
-

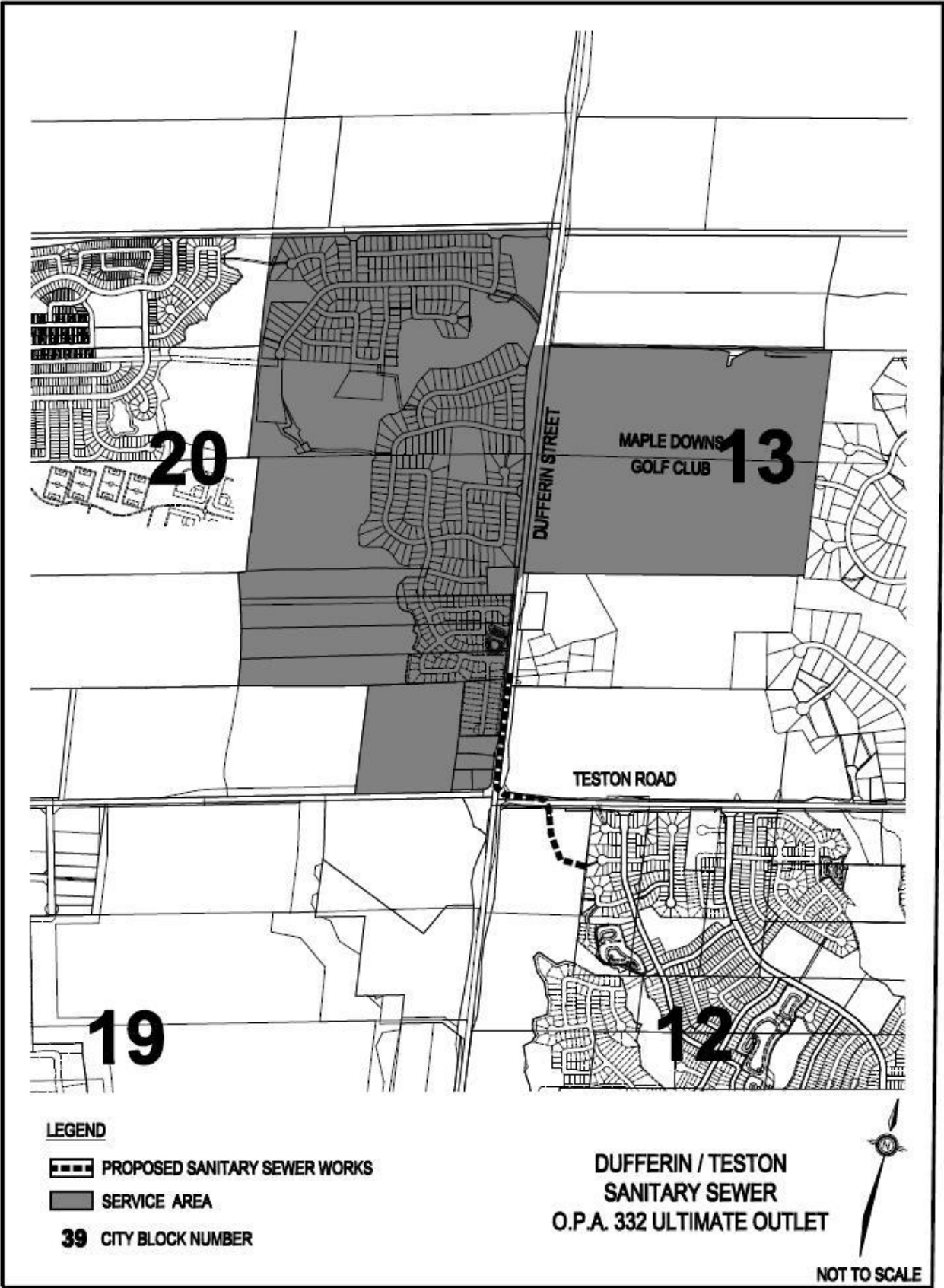
- Accessory Buildings 3
- Additions 3
- Adjacent properties 2
- Air conditioning units 2
- As built plans
 - as built 3
- Catch basins 1
- Consulting engineer 1
- Drainage swales
 - maximum depth 2
 - maximum length 2
- Driveway
 - grade 3
 - separation 3
- Driveways 2
- Eaves troughs 2
- Erosion 2
- Exterior cladding 2
- Footings 2
- Foundation control certificate 3
- Foundation drains 2
- Geodetic bench marks 1
- Guards on retaining walls
 - guards 2
- House connections 1
- House elevations 1
- INFILL 3
- Letter of Credit 4
- Lot corners 1
- Lot grading certificates 3
- Maximum flow allowable 2
- Parking 3
- Property Standards By-law 2
- Rainwater leaders 2
 - sewer connection 2
- Retaining walls 1
- Risers 1
- Scale 1
- Services 1
- Side yard entrance 2
- Side yard treatments 1
- Side yards 2
- Slope 1
- Standard notes 1
- Swales inverts
 - elevations 1
- Swales
 - Slope 1
- Symbols 1
- Walkway 2
- Water tape 2
- Window sills 2

CITY OF VAUGHAN

SCHEDULE “P1”

OPA332 DUFFERIN/TESTON SANITARY SEWER

As per Subsection 21.1.6



CITY OF VAUGHAN

SCHEDULE “P2(B)”

EXTERNAL LANDS TO COST SHARE – OPA332 WATERMAINS AND SANITARY/WATER
SERVICE CONNECTIONS

The OPA332 watermain and service connections were designed and constructed by the Owner to accommodate the servicing of lands external to the Plan. The total design and construction cost has been established by the Owner’s engineering Consultant at \$ 695,215.83 as per Subsections 21.1.7 and 21.1.8. The City shall deduct its 3% administration cost and forward the balance to the Owner (Ventana Homes Inc.) as follows:

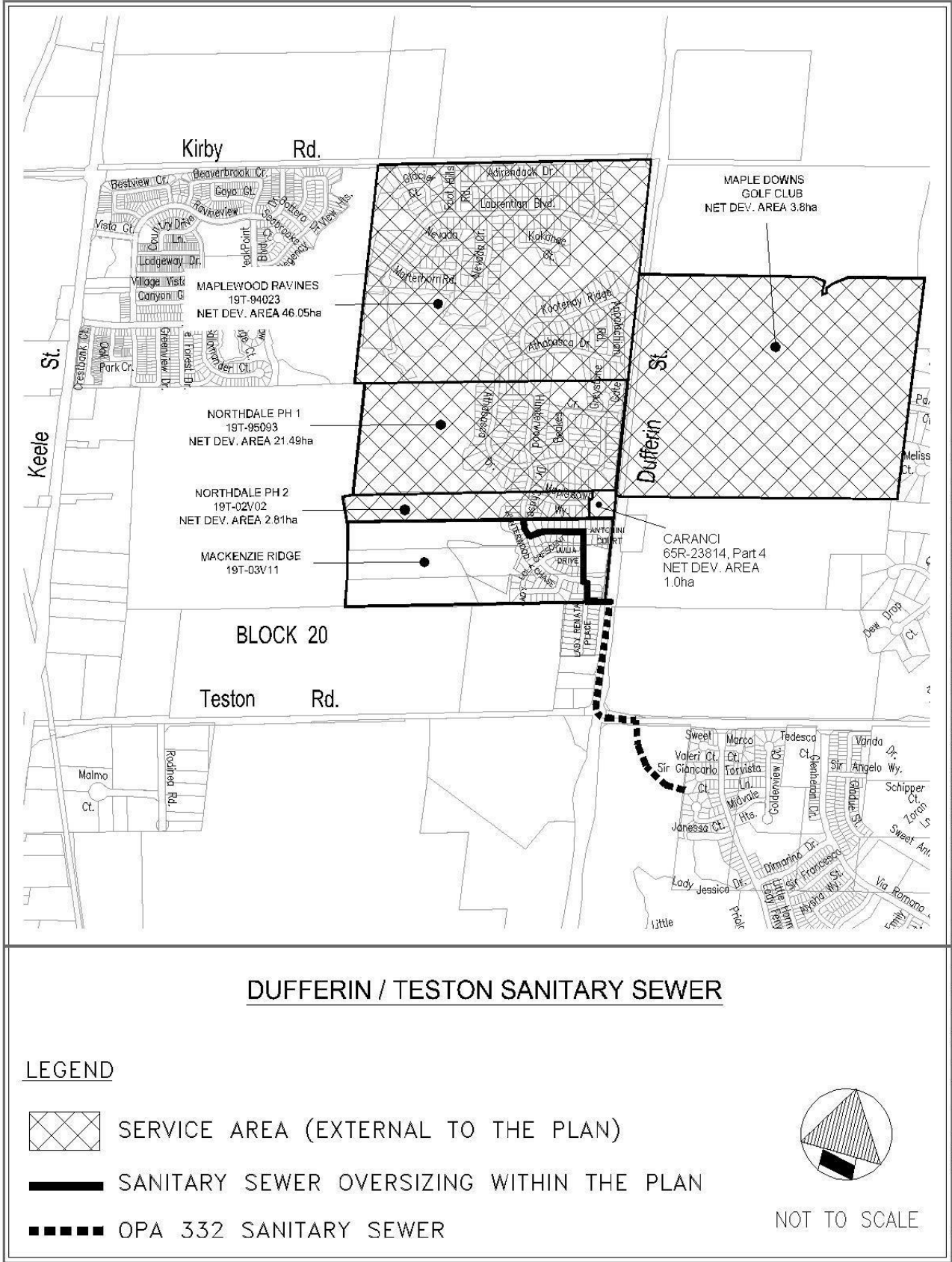
Benefiting Owners	Proportionate Share of the OPA 332 Watermain	Cost of Watermain Service Connection	Cost of Sanitary Sewer Connection	Subtotal	Plus 3% City Administrati on Cost	Total Contribution to the OPA332 Watermain and service connections
(A) Mackenzie Ridge Subdivision – Ventana Homes Inc. (Owner)	\$ 253,798.00	N/A	N/A	\$ 253,798.00	N/A	\$ 253,798.00
(B) Dufferin Heights Subdivision – Dufferin Heights Estates Inc.	\$ 61,902.00	N/A	N/A	\$ 61,902.00	\$ 1,857.06	\$ 63,759.06
(C) 10500 Dufferin Street – York Major Holdings Inc.	\$ 174,873.00	\$ 23,847.00	\$ 85,961.00	\$ 284,681.00	\$ 8,540.43	\$ 293,221.43
(D) 10820 Dufferin Street - Erlikh, Zlata & Roman	\$ 13,154.00	\$ 7,949.00	\$ 19,499.00	\$ 40,602.00	\$ 1,218.06	\$ 41,820.06
(F) 10780 Dufferin Street – Lee, Kwangsun & Jungsuk	\$ 6,964.00	N/A	N/A	\$ 6,964.00	\$ 208.92	\$ 7,172.92
(G) 10790 Dufferin Street – Xeorixs Homes	\$ 6,964.00	\$ 7,949.00	\$ 19,499.00	\$ 34,412.00	\$ 1,032.36	\$ 35,444.36
Total	\$517,655.00	\$ 39,745.00	\$ 124,959.00	\$ 682,359.00	\$ 12,856.83	\$ 695,215.83

CITY OF VAUGHAN

SCHEDULE “P3”

EXTERNAL LANDS TO COST SHARE – SANITARY SEWERS OVERSIZING WITHIN THE PLAN

When the external lands utilize the sanitary sewer system in the Plan, the City, so far as it is legally empowered to do, shall charge an owner of benefiting lands \$1,073.73 per net developable hectare (75.15ha @ \$1,073.73 per ha including 3% City Administration Fee = \$80,691.00) as its proportionate share of the sewer oversizing/deepening costs. Upon receipt of the money, the City shall deduct its 3% administration cost and forward the balance to the Owner as per Schedule “P3”.



Drawing name: O:\Engineering Services\Design Services\Development\SUBDIVISIONS\2009\Attachments\2009\Drawings\Sanitary.dwg