



DATE: June 15, 2023
TO: Mayor and Members of Council
FROM: Haiqing Xu, Deputy City Manager, Planning and Growth Management
RE: Communication - Council, June 20, 2023
Item No. 9, Report No. 28

**GB (MAPLECRETE) LIMITED PARTNERSHIP
OFFICIAL PLAN AMENDMENT FILE OP.21.008
ZONING BY-LAW AMENDMENT FILE Z.21.011 AND
PLAN OF SUBDIVISION FILE 19T-21V003
185 DOUGHTON ROAD, 108-112 MAPLECRETE ROAD
VICINITY OF MAPLECRETE ROAD AND DOUGHTON ROAD**

Recommendation

The Deputy City Manager, Planning and Growth Management recommends:

1. That Attachment #10a of the report of the Deputy City Manager, Planning and Growth Management dated June 6, 2023 (Committee of the Whole (2), Item 9), be replaced with Attachment #10a to this communication.

Background

Following discussions between VMC staff and the Applicant, several minor revisions were made to the Draft Plan of Subdivision conditions identified in Attachment #10a. The revisions are primarily related to the Engineering conditions relating to the design and construction of the future east-west public road extension (Street "1"/Freshway Drive).

The Vaughan Policy Planning and Special Programs Department is supportive of the revised conditions as they provide further clarification regarding the Owner's responsibilities and required deliverables through the Plan of Subdivision process.

Attachment

Attachment 10a – revised from June 6, 2023, Committee of the Whole (2) (Item 9).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Haiqing Xu'.

Haiqing Xu, Deputy City Manager,
Planning and Growth Management

ATTACHMENT 10a
CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-21V003 ('THE PLAN')
GB (MAPLECRETE) LIMITED PARTNERSHIP ('THE OWNER')
PART OF LOT 5, CONCESSION 4, CITY OF VAUGHAN

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('CITY') THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF THE PLAN ARE AS FOLLOWS:

City of Vaughan Conditions

1. The Plan shall relate to the Draft Plan of Subdivision, as prepared by KLM Planning Partners Inc., Project No. P-3298, dated May 5, 2023.
2. The lands within this Plan shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. The Owner shall pay all outstanding application fees to the City's Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall be required to provide payment-in-lieu of parkland dedication in accordance with the requirements of the Planning Act, the VOP 2010 (Section 7.3.3 Parkland Dedication) and/or in effect Parkland Dedication By-Law and amendments.
5. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, landscaping, financial securities and land conveyance and/or cash-in-lieu, the design, construction, installation and road dedication and associated streetscape-related municipal services along the development frontage, at the sole cost of the Owner, with provisions for future Street "1"/Freshway Drive connection in accordance with the local servicing policy, to the satisfaction of the City. The said Agreement shall be registered against the lands to which it applies.
6. The Owner shall work cooperatively with the City and with the adjacent landowners to the south and west regarding the coordination of the future ultimate design of the local Street "1" / Freshway Drive extension, which will be constructed and delivered by others as lands become available over time and are assembled for the ultimate right-of way.

The Street "1" shall be planned, designed and constructed, to the satisfaction of the City with all interim and permanent works including drainage design, Low Impact Development (LID), grading adjustment and illumination to the satisfaction of the City. The Owner shall only design the ultimate streetscape.

7. The City agrees to grant the Owner an easement over Street "1" for access on, over, along, through and upon the temporary driveway for purposes of accessing Maplecrete Road, in a form satisfactory to the City. The Owner shall, at its cost, maintain the temporary driveway access to Maplecrete Road, in good and safe condition until the future construction of local road Street "1" to the satisfaction of the City. The Owner shall indemnify and save harmless the City and its employees from all actions, causes of actions, suits, claims, fees, expenses, damages, injury and demands whatsoever which may arise directly or indirectly by reason of

this temporary driveway access to Maplecrete Road on the City owned lands, save and except for any damage caused by the sole negligence of the City or its employees.

Prior to final approval of the Plan, the Owner shall make satisfactory arrangements with the City, to establish the temporary access easement over the temporary driveway access to Maplecrete Road. The easement shall be maintained by the Owner and/or its successors in title and shall be registered on title and form part of the future condominium declaration.

8. In addition to the draft plan conditions set out for Street "1":
 - The Owner shall cooperate with the City and the neighbouring landowner to the south and west for the purposes of coordination to complete the design and construction of Street "1", to the satisfaction of the City.
 - The Owner shall deliver the interim condition of Street "1" to Maplecrete Road, to the satisfaction of the City prior to the occupancy of any units.
 - The Owner shall agree in the subdivision agreement to provide the necessary financial securities for the cost associated with the removal of the interim condition on Street "1" and reinstatement of Street "1" to the ultimate road condition including streetscape and servicing infrastructure to the satisfaction of the City.
 - The Owner shall make reasonable effort with the adjacent landowners to the west and south to allow for completion and construction of the Street "1" to its ultimate configuration within their ownership having consideration for the full ultimate design across developers lands. The arrangements shall address, but are not limited to, liability, land title, cost-sharing, the timing and costs associated with the construction of the interconnection, and obligations and costs of maintenance be fully secured.
9. The Owner shall carry out, at no cost to the City, any temporary or permanent, access and drainage works that may be necessary to support the development under the interim condition to the satisfaction of the City.
10. The road allowances included within the Plan shall be dedicated as public highways without monetary consideration and free of all encumbrances.
11. The road allowances included in the Plan shall be named to the satisfaction of the City and York Region.
12. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, daylighting triangles, and 0.3 m reserves, as required. The pattern of the street and the layout of blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
13. Any dead ends or open sides of road allowances created by the Plan shall be terminated in 0.3 m reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.
14. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City. Construction staging areas, staging and construction vehicle parking plans shall be approved by the City.

15. Prior to final approval of the Plan, the Owner shall prepare schematic drawings for the design of Street "1"/Freshway Drive extension review, to the satisfaction of the City.
16. Prior to final approval of the Plan, the Owner shall convey all necessary easements as may be required for utility, drainage or construction purposes, to the appropriate authority(ies), free of all charge and encumbrance.
17. Prior to final approval of the Plan, the Owner shall submit to the City for review and approval a detailed geotechnical report, hydrogeological report, and dewatering report, to the satisfaction of the Development Engineering Department, which shall address the following, but not limited to:
 - a) dewatering report/plan, necessary contingency plan, monitoring and reporting program during and after completion of the construction
 - b) assessment of the potential for impact to the existing building structures in vicinity of the Development due to dewatering operations

The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions, to the satisfaction of the City.

18. Prior to final approval of the Plan, a soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
19. Prior to earlier of the initiation of any grading or registration of the Plan, the Owner shall submit to the City for review and approval a detailed engineering report that conforms with the VMC Master Servicing Strategy Study (as updated) and the final Black Creek Renewal Class Environmental Assessment Study. The detailed engineering report shall describe the storm drainage system for the Development within this Plan, and the report shall include:
 - a) plans to illustrate how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system
 - b) the location and description of all outlets and other facilities
 - c) storm water management techniques, which may be required to control minor or major flows
 - d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction

The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in any and all of the aforementioned reports, to the satisfaction of the City.

20. The Owner shall agree in the Subdivision Agreement that no full Building Permit(s) will be applied for or issued until the City is satisfied that adequate municipal servicing (water supply, sanitary sewers, and storm drainage facilities) will be available to service the Development.
21. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services, if required, that have been designed and oversized by others to accommodate the Development. The City agrees to utilize its reasonable efforts to

recover the Owner's costs of any external municipal services that have been designed and oversized by the Owner to accommodate any benefitting owners.

22. The Owner shall make the necessary arrangements for the relocation of utilities if required, whether internal or external to the Plan, to facilitate the Plan at the expense of the Owner, to the satisfaction of the City. Prior to final approval of the Plan, the Owner shall provide a consolidated public utilities plan and section showing resolved conflict between streetscape works and existing and proposed utilities.
23. The Owner shall agree in the Subdivision Agreement to design, purchase material and install a buried hydro distribution system for the LED streetlighting system in the Plan in accordance with City Standards and specifications if required. This Plan shall be provided in accordance with the VMC requirements, to the satisfaction of the City.
24. The Owner shall agree in the Subdivision Agreement that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.
25. The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermains within the Plan after successful testing and connection to the potable municipal water system and continue until determined by the City or until assumption of the Plan. In order to maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis as determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.
26. Prior to final approval of the Plan, the Owner shall provide a copy of the fully executed Subdivision Agreement to:
 - a) Toronto and Region Conservation Authority ("TRCA")
 - b) York Region District School Board
 - c) York Catholic District School Board
 - d) Canada Post
 - e) Canadian National Railway ("CN")
 - f) Municipal Property Assessment Corporation ("MPAC")
 - g) Alectra Utilities Corporation
 - h) Enbridge Gas
 - i) the appropriate telecommunication provider
 - j) NavCanada
 - k) Bombardier Aerospace
 - l) York Region
27. Prior to final approval of the Plan, the Owner shall submit, to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor, and georeferenced CAD file, of all the Block areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
28. The Owner shall prepare, and the Policy Planning & Special Programs Department and the Development Engineering Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and stormwater management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological

reports, Traffic Impact Study (TIS), and Transportation Demand Management Plans (TDM Plans); note that additional information and documents may be required upon the next submission. The Owner shall agree in the Subdivision Agreement to implement the recommendations of these reports and plans in the Plan of Subdivision to the satisfaction of the City.

29. The Owner shall dedicate all roads, daylight triangles and road widenings shown on the Plan, to the satisfaction of the City.
30. Prior to final approval of the Plan, the Owner's consultant shall certify that the roads and municipal services within the Plan have been designed to comply with the approved Functional Servicing Report, the VMC Master Servicing Strategy Study (as updated), the Black Creek Optimization Study, the final Black Creek Renewal Class Environmental Assessment Study and Transportation Master Plan (as updated).
31. Prior to final approval of the Plan, the Owner shall confirm that the necessary provisions of the Environmental Assessment Act and Municipal Class Environmental Assessment for Municipal Roads, Water and Wastewater Works as they may apply to the proposed primary roads and related infrastructure matters have been met.
32. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider(s) to provide services, and if required within the municipal right-of-way at the approved locations and to the satisfaction of the City. The Owner shall provide a copy of the fully executed Subdivision Agreement to the appropriate telecommunication provider(s).
33. Prior to final approval of the Plan, the Owner shall satisfy the following:
 - a) provide a functional road/intersection analysis/design to address the ROW under ultimate development conditions. The required road allowances shall be designed in accordance with the City and York Region's standards for road and intersection design
 - b) provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system, to the satisfaction of the City and York Region, and the specific required infrastructure improvements and development triggers to support the Development
 - c) submit a revised Traffic Impact Study addressing all the transportation related comments as detailed below to inform the detailed design of the proposed east-west local Street "1", including:
 - i. Include Synchro analysis of all study intersections, such as Maplecrete Road and Highway 7, Maplecrete Road and Doughton Road, Jane Street and Maplecrete Road, etc. for design input
 - ii. Detailed storage and queuing analysis is required to review any impacts of potential queuing at study intersections mentioned above. The site access and roadway Detailed storage and queuing analysis is required to review any impacts of potential queuing at study intersections mentioned above. The site access and roadway intersections shall include ample storage on site to store all the queued vehicles during the busiest peak hours. Furthermore, existing queuing information of study intersections should be included in the report for comparison purpose with the future traffic conditions;

- d) Submit engineering plans showing, as applicable, all interim and ultimate sidewalk locations and YRT/ standing areas and shelter pads subject to YRT approval, if required, to the satisfaction of the City and York Region.
34. The Owner shall agree in the Subdivision Agreement to pay its proportionate share of the costs associated with implementing the recommendations of the approved VMC Master Servicing Strategy (as updated), to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimates for the required infrastructure improvements.
35. The Owner shall agree in the Subdivision Agreement to design and construct at its own cost the municipal services for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy (as updated), to the satisfaction of the City.
36. The Owner shall agree in the Subdivision Agreement to design and construct at no cost to the City the storm water drainage infrastructure for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy once finalized, the final Black Creek Renewal Class Environmental Assessment Study and City standards, to the satisfaction of the City.
37. Prior to the earlier of either the final approval of the Plan, or the conveyance of land, or any initiation of grading or construction, the Owner shall implement the following, to the satisfaction of the City:
- a) Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) or its intent, for the lands within the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City.
 - b) Should there be a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan.
 - c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City.
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
38. The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots and Blocks on the Plan:
- a) "Purchasers and/or tenants are advised that ultimate works for Street "1" will be completed westerly of the development in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."
 - b) "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 building occupants."

- c) "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."

Any additional warning clause as noted in the subdivision agreement shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan to the satisfaction of the City.

39. The following warning clauses shall be included in the Agreements of Purchase and Sale, Condominium Declarations, Condominium Agreement(s) and Subdivision Agreement:

- a) "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
- b) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."
- c) "Purchasers/tenants are advised that due to the proximity of the adjacent industrial and commercial facilities, sound levels from these facilities may at times be audible."
- d) "The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated."
- e) "Purchasers/tenants are advised that adjacent properties may be redeveloped with mid to high-density proposals in the future."
- f) "Purchasers/tenants are advised that the construction of Street "1" along the south side of the development may not be completed prior to full occupancy. The future condominium corporation(s) shall agree to work with the adjacent developer/consultant/contractors to facilitate the ultimate construction of this street. Purchasers/tenants are advised that the construction limits will include works within the private realm to prepare the road to be constructed to its ultimate condition. Major coordination will be required on-site to inform and minimize any access disturbances to the existing residents."
- g) "Purchasers/tenants are advised that the Owner (GB (Maplecrete) Limited Partnership) shall carry out at no cost to the City or any future condominium corporations the responsibility for final costing of construction of Street "1" within the lands related to this application based on the cost sharing methodology. The final costing is subject to the timing of road construction to its ultimate condition once the adjacent lands are subject to redevelopment, which it shall be delivered at no cost to the City of Vaughan in accordance with the Local Servicing Policy."

40. Prior to earlier of the initiation of any grading or construction on the Subject Lands, the Owner shall install erosion and sediment controls. The Erosion and Sediment Control Plan shall be designed and approved to the satisfaction of the City.

41. Prior to earlier of the registration of the Plan of Subdivision or commencement of construction on the Subject Lands, the Owner shall provide plans and designs for the grading of the lands, streetscape works, the roads and municipal services, to the satisfaction of the City.

42. Prior to commencement of construction, the Owner shall obtain the necessary approvals from the MECP for all sewage works that service the Development including, but not limited, to proposed stormwater management facilities (sewers, underground storm tank and oil and grit separator), sanitary sewers and watermain.
43. The Owner shall agree in the Subdivision Agreement to design and construct the interim condition of Street "1", at no cost to the City, and the associated services, to the satisfaction of the City.
44. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering drawings the necessary road improvements along Maplecrete Road, together with their associated services (including storm sewer), to the satisfaction of the City. These works are considered growth related and covered by the 2022 City's Development Charges Background Study.
45. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering drawings the necessary road improvements along Doughton Road, together with their associated services (including storm sewer), to the satisfaction of the City. These works are considered growth related and covered by the 2022 City's Development Charges Background Study.
46. The Owner shall agree in the Subdivision Agreement to design and construct to the approved engineering and landscape drawings the necessary water quality control for Doughton Road, Maplecrete Road and Street "1" along the development frontage to ensure water quality treatment will be achieved. Water quality measures including, but not limited to Low-Impact Developments ('LIDs') must be implemented within these boulevards with the appropriate details and supporting calculations, all to the satisfaction of the City.
47. The Owner shall design and construct the following streetscape works in accordance with City standards, the "City-wide Streetscape Implementation Manual" and "VMC Streetscape & Open Space Plan" (collectively, the 'Streetscape Guidelines') to the satisfaction of the City. The Owner shall design and construct:
 - a) The streetscape along the south side of Doughton Road from Maplecrete Road to the westerly limits of the Subject Lands at an enhanced level of service to the satisfaction of the City (the "South Doughton Road Works")
 - b) The streetscape along the west side of Maplecrete Road from the northerly limits to the southerly limits of the Subject Lands at a standard urban level of service to the satisfaction of the City (the "West Maplecrete Road Works")
 - c) The interim streetscape along the east-west local road from the westerly limits to the easterly limits of the property to a standard level of service to the satisfaction of the City (the "East-West Road Works"). The Owner shall only design the ultimate streetscape.
 - d) The South Doughton Road Works, West Maplecrete Road Works, and East-West Road works are collectively referred to herein as the "Streetscape Works"
48. The Owner shall design and construct both street lighting and pedestrian scale lighting, and provide a Photometric Lighting Plan, to the satisfaction of the City. The streetlight system shall use LED luminaire, pole type and type of fixtures (or equivalent) in accordance with the City Standards and Specification for the VMC and the City's VMC Streetscape & Open Space Plan.

49. Prior to final approval of the Plan, the Owner shall prepare detailed streetscape and open space construction drawings as part of the subdivision construction drawing package based on the Vaughan Citywide Streetscape Implementation Manual and the VMC Streetscape & Open Space Plan, to the satisfaction of the City. Streetscape cost estimates shall be submitted to the satisfaction of the City. Securities will be taken, and the value calculated based on the full cost of the Streetscape Works. The Owner shall provide securities for the streetscape implementation, to the satisfaction of the City.
50. Prior to final approval of the Plan, the Owner shall submit an analysis of tree soil volumes demonstrating that each tree planted has met the minimum requirement of 20 m³ of growing medium in a shared tree pit or 30 m³ of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City.
51. 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.
52. Prior to registration, the Owner is required to enter into a Tree Protection Agreement which includes a security for trees to be preserved and protected in accordance with the approved Tree Preservation Study. The value of the security associated with the City's Tree Protection Agreement is determined through the following:
- Tree compensation formula provided in the Arborist Report based on the City Tree Replacement Requirement.
 - The costs associated with tree protection measures (i.e. tree protection fencing, silt barriers etc.)
 - The costs associated with actual tree removals.
53. In the event that there is additional work or increases in the cost of the Streetscape Works 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 Streetscape Works, except for major changes that exceed ten percent (10%) of the original cost of any one item in the construction contract for the project, 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.
54. When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, the Owner shall provide the City with the following information:
- a) a certification from a registered consulting engineer and a registered landscape architect that confirms the Streetscape Works have been constructed in accordance with the approved Construction Drawings, City standards and specifications, sound engineering practices, and the Streetscape Guidelines
 - b) a detailed breakdown of the final as-constructed costs of the Streetscape Works certified by a professional consulting engineer, to the satisfaction of the City
 - c) a Statutory Declaration from the Owner confirming that all accounts in connection with the design and construction of the Streetscape Works have been paid in full and that there are no outstanding claims related to the subject works
 - d) a complete set of "As-Constructed" Construction Drawings (in both digital and georeferenced AutoCAD formats) for the Streetscape Works, and to illustrate all roadway curbs and utilities to the satisfaction of the City

- e) copies of all final executed construction contracts, approved contract extras and change orders related to the construction of the Streetscape Works, to the satisfaction of the City
 - f) copies of all quality assurance test results, supplementary geotechnical reports and construction related reports.
55. Upon completion of the west Maplecrete Road Works and receipt of final actual cost certified by the consultant, the City shall reimburse the Owner the lesser of fifty percent (50%) of the final actual certified cost of the west Maplecrete Road Works or a dollar value in accordance with the City's DC Study/By-law when funds for the Maplecrete Road Works are available and included in an approved capital project.
56. Upon completion of the south Doughton Road Works and receipt of final actual cost certified by the consultant, the City shall reimburse the Owner the lesser of fifty percent (50%) of the final actual certified cost of the south Doughton Road Works or a dollar value in accordance with the City's DC Study/By-law when funds for the Doughton Road Works are available and included in an approved capital project.
57. The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits, claims and demands whatsoever, which may arise directly or indirectly by reason Streetscape Works or service provided under the Subdivision Agreement.
58. The Owner shall agree in the Subdivision Agreement that should previously undocumented archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ministry of Citizenship and Multiculturalism (or its successor), and the Development Planning Department, Urban Design and Cultural Heritage Division at the City of Vaughan.
59. The Owner shall agree in the Subdivision Agreement that in the event that human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner, the Registrar of the Cemeteries at the Bereavement Authority of Ontario (BAO) and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division.