

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF JUNE 25, 2024

Item 14, Report No. 25 of the Committee of the Whole, which was adopted without amendment by the Council of the City of Vaughan on June 25, 2024.

14. PROPERTY MATTER - ROAD CLOSURE OF PART OF DUNDONNELL PLACE, LIFTING AND DEDICATING RESERVES AND RECONVEYANCE – PARTS 1, 2, 3 & 4 ON REFERENCE PLAN 65R-40915 (THE “LANDS”)

The Committee of the Whole recommends approval of the recommendations contained in the following report of the Deputy City Manager, Infrastructure Development, dated June 18, 2024:

Recommendations

1. That Part of Dundonnell Place, be approved to be stopped up and closed as a public highway and that Council enacts a by-law to stop up and close as a public highway, dedicate and lift 0.3m Reserves on the Lands;
2. That Council authorize the reconveyance of the Reconveyance Lands to the Applicant in accordance with section 4.5 of the Subdivision Agreement; and
3. That the Deputy City Manager, Infrastructure Development or its designate(s) be authorized to execute all documentation necessary to carry out the foregoing, in a form satisfactory to the Deputy City Manager, Legal and Administrative Services & City Solicitor or its designate(s).

Committee of the Whole (2) Report

DATE: Tuesday, June 18, 2024

WARD(S): 3

**TITLE: PROPERTY MATTER - ROAD CLOSURE OF PART OF
DUNDONNELL PLACE, LIFTING AND DEDICATING RESERVES
AND RECONVEYANCE – PARTS 1, 2, 3 & 4 ON REFERENCE
PLAN 65R-40915 (THE “LANDS”)**

FROM:

Vince Musacchio, Deputy City Manager, Infrastructure Development

ACTION: DECISION

Purpose

The purpose of this report is to seek Council authorization to enact a by-law to:

- stop up and close Part of Dundonnell Place as a public highway, legally described as Parts 3 & 4 on Reference Plan 65R-40915, being part of PIN 03754-0787 (LT), in accordance with section 34 of the *Municipal Act, 2021*;
- dedicate Part 4 on Reference Plan 65R-40915, being part of PIN 03754-0787 (LT), as a 0.3m Reserve to connect and close off the Reserves along Dundonnell Place;
- lift the 0.3m Reserves legally described as Parts 1 & 2 on Reference Plan 65R-40915, being part of PIN 03754-0784 (LT) and all of PIN 03754-0785 (LT); and
- authorize the reconveyance of Parts 1, 2 & 3 on Reference Plan 65R-40915, being part of PIN 03754-0784 (LT), all of PIN 03754-0785 (LT) and part of PIN 03754-0787 (LT), to the original landowner (the “Applicant”) in accordance with section 4.5 of the related Subdivision Agreement (as defined below).

Report Highlights

- The Applicant submitted a request to the City to reconvey part of the lands transferred to the City in accordance with the Subdivision Agreement for Belmont Properties (Weston) Inc. Subdivision (19T-06V07), Phase 1, executed on December 5, 2008, Development Engineering has reviewed and approved this request.

Report Highlights continued

- Development Engineering has also confirmed that the Reconveyance Lands are no longer required for municipal services and the Reconveyance Lands can be reconveyed to the Applicant in accordance with section 4.5 of the Subdivision Agreement.
- Accordingly, Development Engineering recommends that Council enacts a by-law to stop up and close the road as a public highway, dedicate and lift 0.3m Reserves on the Lands as mentioned above.
- The Notice of the Proposed Stopping-Up and Closing of a Road was advertised by the Office of the City Clerk for two (2) consecutive weeks on the Disruptions and Closures page of the City's website and the appropriate agencies were notified of the proposed by-law.

Recommendations

1. That Part of Dundonnell Place, be approved to be stopped up and closed as a public highway and that Council enacts a by-law to stop up and close as a public highway, dedicate and lift 0.3m Reserves on the Lands;
2. That Council authorize the reconveyance of the Reconveyance Lands to the Applicant in accordance with section 4.5 of the Subdivision Agreement; and
3. That the Deputy City Manager, Infrastructure Development or its designate(s) be authorized to execute all documentation necessary to carry out the foregoing, in a form satisfactory to the Deputy City Manager, Legal and Administrative Services & City Solicitor or its designate(s).

Background

On December 5, 2008, the City and Belmont Properties (Weston) Inc. entered into a Subdivision Agreement, Phase 1, File (19T-06V07) (the "Subdivision Agreement") for a residential development. Pursuant to the conditions of approval of Draft Plan of Subdivision, Dundonnell Place and the 0.3m Reserves was to be extended to facilitate the development. The 26.33-hectare site is located within Block 40, north of Major Mackenzie Drive and west of Weston Road.

The Applicant transferred lands to the City for the purposes of extending Dundonnell Place and the 0.3m Reserves, pursuant to section 4.1 and Schedule K of the Subdivision Agreement. According to section 4.5 of the Subdivision Agreement, 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 Applicant.

On or about January 23, 2024, the Applicant requested approval to reduce Dundonnell Place and to have the resulting unused portion of Dundonnell Place and the 0.3m Reserves reconveyed to the Applicant (the “Request”).

To enable the reconveyance of part of the Lands to the Applicant, it is necessary to enact a by-law to stop-up and close as a public highway, dedicate and lift 0.3m Reserves on the Lands and authorize the reconveyance of part of the Lands.

Previous Reports/Authority

N/A

Analysis and Options

The Request has been circulated to all necessary City departments for review and approval. Development Engineering confirms that part of the Lands is no longer required for municipal services and can be reconveyed to the Applicant. The Applicant has consented to bear all costs associated with this matter, including, but not limited to, land transfer taxes, preparation of a reference plan, legal fees, and any administrative fees.

The Notice of the Proposed Stopping-Up and Closing of a Road was advertised by the Office of the City Clerk for two (2) consecutive weeks on the Disruptions and Closures page of the City’s website and the appropriate agencies were notified of the proposed by-law.

In order for Council to authorize the reconveyance of part the Lands, being Parts 1, 2 & 3 on Reference Plan 65R-40915, Council will also have to approve and enact a by-law, in the form attached hereto to:

- stop up and close Part of Dundonnell Place as a public highway, legally described as Parts 3 & 4 on Reference Plan 65R-40915, in accordance with section 34 of the *Municipal Act, 2021*.
- dedicate Part 4 on Reference Plan 65R-40915 as a 0.3m Reserve to connect and close off the Reserves along Dundonnell Place.
- lift the 0.3m Reserves legally described as Parts 1 & 2 on Reference Plan 65R-40915.

Financial Impact

None.

Operational Impact

None.

Broader Regional Impacts/Considerations

Not Applicable.

Conclusion

Development Engineering has confirmed that part of the Lands is no longer required for municipal services and can be reconveyed to the Applicant. The Office of the City Clerk provided public notice of the proposed stopping-up and closing of a road. To that end, Development Engineering's recommendations are to proceed with the enactment of the By-law to Stop Up Close Part of Dundonnell Place as a public highway, Dedicate and Lift 0.3m Reserves on the Lands as mentioned above; authorize the reconveyance of part of the Lands to the Applicant; and authorize the execution of any necessary documentation for the reconveyance of part of the Lands.

For more information, please contact: Frank Suppa, Director, Development Engineering, extension 8255.

Attachments

1. Location Map
2. Deposited Reference Plan (65R-40915)
3. Draft By-law
4. Subdivision Agreement

Prepared by

Frank Suppa, Director of Development Engineering, ext. 8255.

Alina-Gabriela Grigorescu, Legal Counsel, ext. 8456.

ATTACHMENT No.1




STOP UP AND CLOSE BY-LAW
AND DEDICATION BY-LAW
AND LIFTING RESERVES
19T-06V07 PHASE 1

LOCATION: Parts 1, 2, 3 and 4 of Plan 64R-40915

Legend

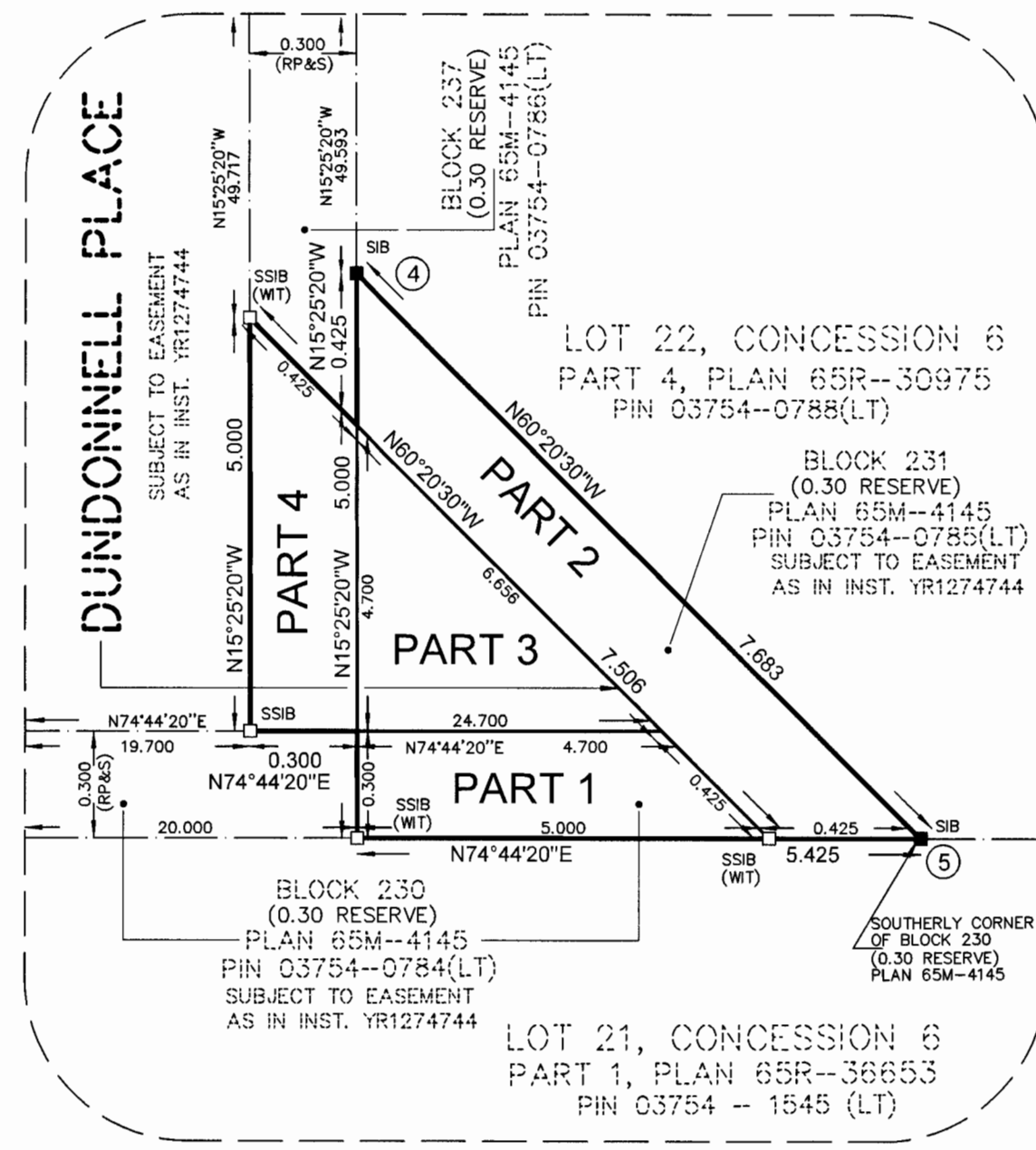
DESCRIPTION

 SUBJECT LANDS



NOT TO SCALE

INTEGRATION DATA		
3° MTM ZONE 10 COORDINATES		
NAD 83 (CSRS)(2010)(CENTRAL MERIDIAN 79°30' WEST LONGITUDE)		
THE MTM COORDINATES LISTED BELOW ARE TO URBAN ACCURACY AND COMPLY WITH SUBSECTION 14(2) OF ONTARIO REGULATION 216/10 FILED UNDER THE SURVEYORS ACT.		
SPECIFIED CONTROL POINTS		
MONUMENT ID.	NORTHING	EASTING
HCM 105980093	4 857 048.607	299 782.041
HCM 105980057	4 855 818.766	298 951.635
REFERENCE POINTS		
POINT	NORTHING	EASTING
5	4 856 466.21	299 694.39
6	4 856 470.01	299 687.72
COORDINATE VALUES SHOWN ARE FOR GEOGRAPHIC INFORMATION SYSTEM INTEGRATION ONLY. COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 65R-40915

RECEIVED AND DEPOSITED

DATE APRIL 30, 2024

DATE APR 30, 2024

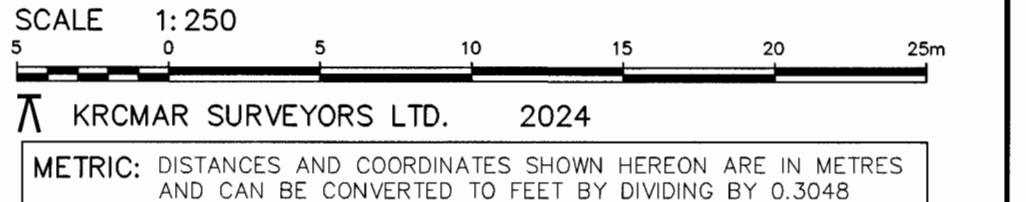
STUART M. MOORE
ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF YORK REGION (No.65)

SCHEDULE				
PART	BLOCK/ROAD	PLAN	PIN	AREA (m ²)
1	PART OF BLOCK 230	65M-4145	PART OF PIN 03754-0784(LT)	1.5
2	ALL OF BLOCK 231		ALL OF PIN 03754-0785(LT)	2.2
3	PART OF		PART OF PIN 03754-0787(LT)	11.0
4	DUNDONNELL PLACE			1.5

PARTS 1, 2, 3, AND 4 - SUBJECT TO EASEMENT AS IN INST. YR1274744

PLAN OF SURVEY OF
ALL OF BLOCK 231 (0.30 RESERVE)
AND PART OF BLOCK 230 (0.30 RESERVE)
 AND
PART OF DUNDONNELL PLACE
PLAN 65M-4145
CITY OF VAUGHAN
REGIONAL MUNICIPALITY OF YORK



BEARING
 BEARINGS SHOWN HEREON ARE GRID DERIVED FROM HORIZONTAL CONTROL MONUMENTS No. 105980093 AND No. 105980057 AND ARE REFERRED TO THE 3° MTM COORDINATE SYSTEM, ZONE 10, CENTRAL MERIDIAN 79°30' WEST LONGITUDE. (3° MODIFIED TRANSVERSE MERCATOR PROJECTION, NAD 83 (CSRS)(2010)).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9998.

LEGEND

■	DENOTES SURVEY MONUMENT FOUND
□	DENOTES SURVEY MONUMENT PLANTED
● HCM	DENOTES HORIZONTAL CONTROL MONUMENT
SIB	DENOTES STANDARD IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
IB	DENOTES IRON BAR
(M)	DENOTES MEASURED
(S)	DENOTES SET
(RP)	DENOTES PLAN 65M-4145

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 19th DAY OF APRIL, 2024

DATE APRIL 19, 2024

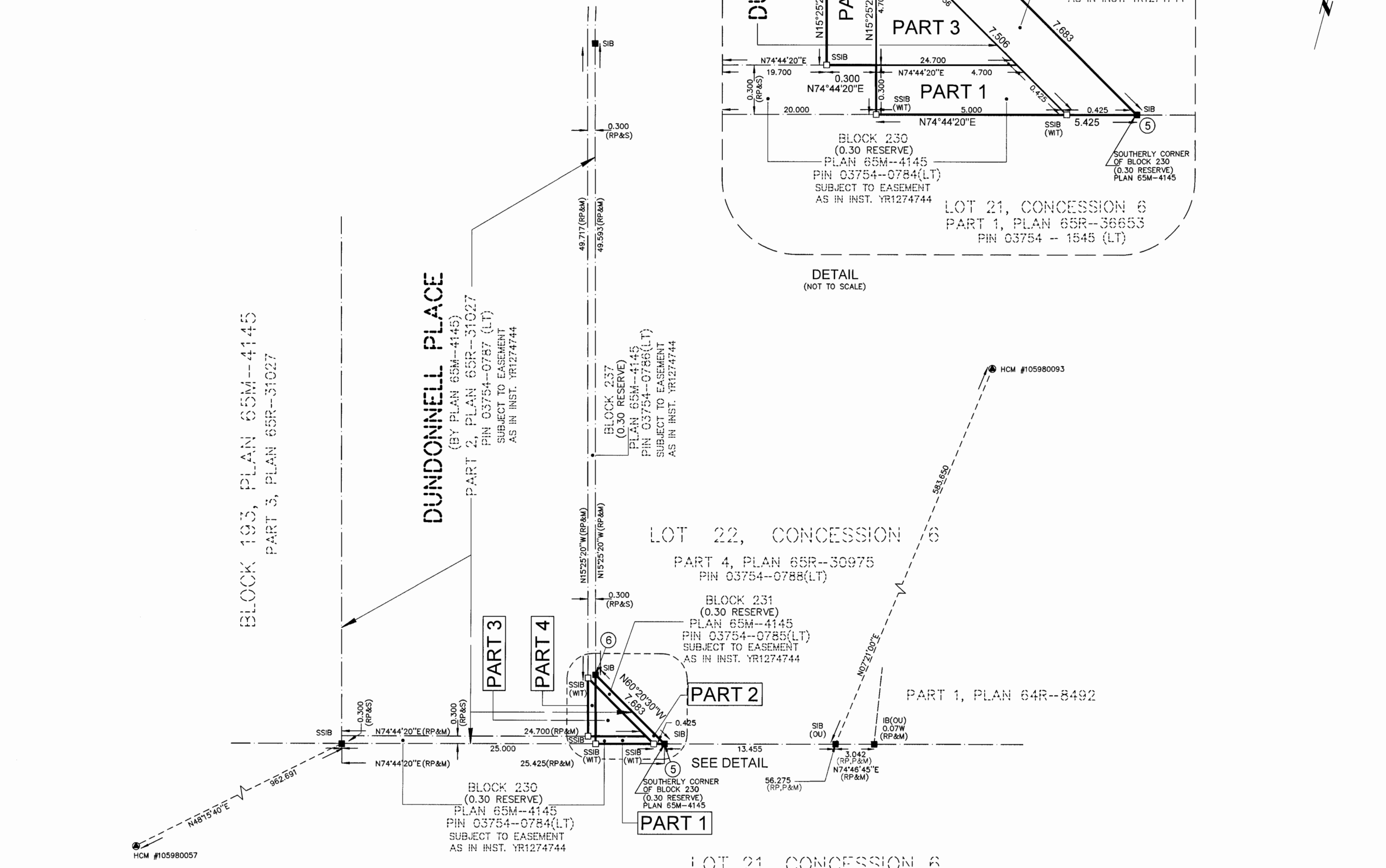
STUART M. MOORE
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-71545

MUNICIPAL ADDRESS: DUNDONNELL PLACE, VAUGHAN

FIELD:	R.L.	DRAWN:	J.M.	CHECKED:	S.M.M.	JOB NO:	00-183
DWG NAME:	00-183RP53	PLOT INFO:	11:41 19/Apr/2024	WORK ORDER NO:	39620	1137 Centre Street Thornhill ON L4J 3M6 905.738.0053 F 905.738.9221 www.krcmar.ca	

PLAN AVAILABLE AT www.ProtectYourBoundaries.ca



NOTE

ALL FOUND MONUMENTS ARE BY KRCMAR SURVEYORS LTD. (1370) UNLESS OTHERWISE NOTED.

ALL PLANTED MONUMENTS ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.

ALL BEARINGS, DISTANCES, AND ELEVATIONS ARE IN ACCORDANCE WITH PLAN 65M-4145 (AS APPLICABLE) UNLESS OTHERWISE NOTED.



THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER XXX-2024

A By-law to Stop and Close Part of Dundonnell Place as a public highway; dedicate certain lands as a 0.3m Reserve; lift 0.3m Reserves from certain lands; and authorize reconveyance of certain lands.

WHEREAS the Notice of the Proposed Stopping-Up and Closing of a Road was advertised by the Office of the City Clerk on June 3, 2024 for two (2) consecutive weeks on the Disruptions and Closures page of the City's website and the appropriate agencies were notified of the proposed by-law.

NOW THEREFORE the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

1. The lands which are situated in the City of Vaughan, in the Regional Municipality of York, being Part of Dundonnell Place, legally described as Parts 3 & 4 on Reference Plan 65R-40915, being part of PIN 03754-0787(LT), are hereby stopped up and closed as public highway in accordance with subsection 34 of the *Municipal Act, 2001*.
2. The lands which are situated in the City of Vaughan, in the Regional Municipality of York, legally described as Part 4 on Reference Plan 65R-40915, being part of PIN 03754-0787(LT), are hereby dedicated as a 0.3m Reserve.
3. The lands which are situated in the City of Vaughan, in the Regional Municipality of York, dedicated as 0.3m Reserves, legally described as Parts 1 & 2 on Reference Plan 65R-40915, being Part of PIN 03754-0784 (LT) and all of PIN 03754-0785 (LT) are hereby having the dedication as 0.3m Reserve lifted.
4. The reconveyance of certain lands to Belmont Properties (Weston) Inc., the original landowner, in accordance with the Subdivision Agreement dated December 5, 2008 (19T-06V07), Phase 1, which lands are situated in the City of Vaughan, in the Regional Municipality of York, legally described as Parts 1, 2 & 3 on Reference Plan 65R-40915, being part of PIN 03754-0784(LT), all of PIN 03754-0785(LT) and part of PIN 03754-0787(LT) is hereby authorized.
5. That the Deputy City Manager, Infrastructure Delivery or its designate(s) be authorized to execute all documentation necessary to carry out the foregoing, in a form satisfactory to the Deputy City Manager, Legal and Administrative Services & City Solicitor or its designate(s).

Voted in favour by City of Vaughan Council this XXth day of (Month), 2024.

Steven Del Duca, Mayor

Todd Coles, City Clerk

DRAFT

CITY OF VAUGHAN
SUBDIVISION AGREEMENT

FILE: BELMONT RESIDENTIAL SUBDIVISION, 19T-06V07 PHASE 1

DEVELOPER: BELMONT PROPERTIES (WESTON) INC.

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

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CITY OF VAUGHAN

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CITY OF VAUGHANSUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate this 5th day of December 2008.

BETWEEN: BELMONT PROPERTIES (WESTON) INC.
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 22, Concession 6, being Draft Plan 19T-06V07, 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,

AND WHEREAS the Owner has developed in phases and the first phase is 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 Schedules "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 Engineering 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 encumbrance, 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. 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 the electronic registration of all Conveyances noted herein, unless and until such time as the City has revoked said authorization in writing, in accordance with the requirements 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 Building Standards 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, 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.
- 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, 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 erosion, siltation and 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 erosion, siltation 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.

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 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 Building Standards 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 said Director 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.

- 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 Grading 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

- 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.).

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.

16.4.2 Notwithstanding the above paragraph(d), if the Director of Building Standards 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 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.
- 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 or streetlighting, 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.

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 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..

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 s.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 CONDITIONS21.1 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 shall pay to the City, at the time of registration of the Plan, a woodlot development charge at the rate of \$1,000.00 per residential dwelling unit plus \$500.00 for each future residential dwelling unit contained on a part lot in the Plan which is to be combined with an abutting part lot in an adjacent Plan to form a building lot, as per Schedule "T", in accordance with the previous Special Area Woodlot Development Charge By-law and City's Woodlot Acquisition Front-end Agreement.
- (c) 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.
- (d) 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 \$4,465.00 plus Goods and Services Tax (G.S.T.) as per Schedule "I" for the installation of three (3) geodetic bench marks and three (3) 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 (a) Prior to final approval of the Plan, the Owner shall enter into a Developers' Group Agreement with the other participating landowners within Block 40 South to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for the provision of parks, cash-in-lieu of parkland, roads and municipal services within Block 40 South. This agreement shall also include a provision for additional developers to participate with the Developers' Group Agreement when they wish to develop their lands.

The Owner shall acknowledge that parkland shall be dedicated and/or cash-in-lieu paid in accordance with Section 51 of the Planning Act and conform to the City's "Cash-In-Lieu of Parkland Policy".

- (b) Prior to final approval of the Plan, the Trustee for Block 40 South shall provide the City with a letter indicating that the Owner has fulfilled all cost sharing and other obligations of the Block 40 South Developers' Group Agreement.

21.1.5 The sanitary trunk sewer located within the Block 39 lands described in the Artibus Subdivision, 19T-97V15, Phase I, has been oversized to accommodate sanitary flow from 307.40 hectares of external lands including the Plan.

The oversizing costs has been set at \$150.57 per hectare, and was established in Subsection 21.1.9 of the subdivision agreement between the City and Artibus Subdivision, 19T-97V15, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 26.34 hectares. The Owner shall pay the sum of \$4,084.99 (26.34 ha, @ \$150.57 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

21.1.6 The sanitary trunk sewer located within the Block 39 lands described in the Weston Woods Subdivision, 19T-97V30, Phase II, has been oversized to accommodate sanitary flow from 333.0 hectares of external lands including the Plan.

The oversizing costs has been set at \$400.56 per hectare, and was established in Subsection 21.1.10 of the subdivision agreement between the City and Weston Woods Subdivision, 19T-97V30, Phase I.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 26.34 hectares. The Owner shall pay the sum of \$10,867.27 (26.34 ha, @ \$400.56 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

21.1.7 The sanitary trunk sewer located within the Block 32 West lands described in the Majorwest Subdivision, 19T-97V37, Phase I, has been oversized to accommodate sanitary flow from 315.73 hectares of external lands including the Plan.

The oversizing costs has been set at \$679.31 per hectare, and was established in Subsection 21.1.4 of the subdivision agreement between the City and Majorwest Subdivision, 19T-97V37, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 26.34 hectares. The Owner shall pay the sum of \$18,429.82 (26.34 ha, @ \$679.31 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

21.1.8 The sanitary trunk sewer located within the Block 32 West lands described in the Majorwest Subdivision, 19T-97V37, Phase I, has been oversized to accommodate sanitary flow from 315.73 hectares of external lands including the Plan.

The oversizing costs has been set at \$158.81 per hectare, and was established in Subsection 21.1.6 of the subdivision agreement between the City and Majorwest Subdivision, 19T-97V37, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 26.34 hectares. The Owner shall pay the sum of \$4,308.55 (26.34 ha, @ \$158.81 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

21.1.9 The open channel drainage works west and east of Hwy. No.400 and tunnel section under Hwy No.400 located within the Block 32 West lands described in the Majorwest

Subdivision, 19T-97V37, Phase I, has been oversized to accommodate flows from 242.60 hectares of external lands including the Plan.

The oversizing costs has been set at \$839.70 per hectare, and was established in Subsection 21.1.7 of the subdivision agreement between the City and Majorwest Subdivision, 19T-97V37, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 17.36 hectares. The Owner shall pay the sum of \$15,014.51 (17.36 ha, @ \$839.70 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

- 21.1.10 The sanitary trunk sewer located within the Block 32 West lands described in the Comdel Subdivision, 19T-97V26, Phase I, has been oversized to accommodate sanitary flow from 315.73 hectares of external lands including the Plan.

The oversizing costs has been set at \$356.36 per hectare, and was established in Subsection 21.1.5 of the subdivision agreement between the City and Comdel Subdivision, 19T-97V26, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 26.34 hectares. The Owner shall pay the sum of \$9,668.12 (26.34 ha, @ \$356.36 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

- 21.1.11 The sanitary trunk sewer located within the Block 32 West lands described in the Comdel Subdivision, 19T-97V26, Phase I, has been oversized to accommodate sanitary flow from 524.69 hectares of external lands including the Plan.

The oversizing costs has been set at \$84.00 per hectare, and was established in Subsection 21.1.7 of the subdivision agreement between the City and Comdel Subdivision, 19T-97V37, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 26.34 hectares. The Owner shall pay the sum of \$2,278.94 (26.34 ha, @ \$84.00 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

- 21.1.12 The open channel drainage works west and east of Hwy. No.400 and tunnel section under Hwy No.400 located within the Block 32 West lands described in the Comdel Subdivision, 19T-97V26, Phase I, has been oversized to accommodate flows from 242.60 hectares of external lands including the Plan.

The oversizing costs has been set at \$17,602.00 per hectare, and was established in Subsection 21.1.8 of the subdivision agreement between the City and Comdel Subdivision, 19T-97V37, Phase 1.

The tributary area of the Plan contributory to the cost of the oversizing is calculated to be 17.36 hectares. The Owner shall pay the sum of \$314,737.84 (17.36 ha, @ \$17,602.00 per hectare plus 3% City's administration costs) to the City prior to final approval of the Plan as per Schedule "I". The City shall deduct its 3% and pay the balance of the proportionate share as per Schedule "M".

- 21.1.13 (a) The Owner acknowledges that the temporary sanitary pumping station and forcemain will not be assumed by the City. The Owner shall pay the City an annual cost for the operation of the sanitary pumping station and forcemain (facilities) on Part(s) _____ on Plan 65R-_____ from the date of commissioning until the Owner completes the removal of the temporary sanitary pumping station to the satisfaction of the City. The operating cost is estimated to be \$24,000.00 per annum

to be paid annually in advance and includes the inspection and operation of the facilities by City forces, user charges for fuel and hydro services. The Owner is responsible for the supply and installation of any necessary replacement parts or repairs required for the efficient operation of the facilities. In the event that the City is required to perform any repairs the Owner shall be invoiced for the cost. All invoices including the operating cost charges, are payable within 30 days of invoicing or the City may draw upon the Municipal Services Letter of Credit to recover the costs.

- (b) If at the time of assumption of the municipal services no permanent external sanitary connection exists, the Owner shall maintain a Letter of Credit to the City as security to cover the cost of extending the sanitary sewer from the proposed temporary sanitary pumping station to the future sanitary connection and to cover the cost of connecting into the future sanitary system to the south of the Plan to Block 39 as shown on the approved Construction Drawings. The Letter of Credit shall also cover the cost of the dismantling and the removal of the temporary sanitary pumping station and shall also cover the restoration of any disturbed areas on Part(s) _____ on Plan 65R-_____ and maintenance costs for the sanitary pumping station to the satisfaction of the City.

If at the time of assumption of the municipal services a permanent external sanitary connection exists, the Owner shall extend the sanitary sewer from the proposed temporary sanitary pumping station and connect into the future sanitary system to the south of the Plan to Block 39 as shown on the approved Construction Drawings. Upon completion and operation of the downstream system, the Owner at its expense shall dismantle and remove the temporary sanitary pumping station and forcemain and restore any disturbed areas on Part(s) _____ on Plan 65R-_____ to the satisfaction of the City.

- (c) Prior to commencement of construction within the Plan, the Owner shall convey to the City an easement over Part(s) _____ on Plan 65R-_____ external to the Plan for the purpose of a temporary sanitary pumping station. Such easement shall be quitclaimed to the Owner upon removal of the temporary sanitary pumping station, as outlined in Subsection 21.1.13 (a) and (b).

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.

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 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;
 - ii) the manner in which stormwater will be conveyed from the site, including how this subdivision will be tied into existing development and how it conforms with the approved Block 40 South MESP;
 - iii) stormwater management techniques which may be required to control minor and major flows;
 - iv) appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to ensure no negative impact on the quality and quantity of ground and surface water resources as it relates to fish and their habitat;
 - v) the location and description of all outlets and other facilities which may require permits under Ontario Regulation 158 and/or the Lakes and Rivers Improvement Act;
 - vi) proposed methods of controlling or minimizing erosion and siltation on-site and downstream areas during and after construction; and
- (b) Overall grading plans for the Plan.

The Owner shall 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 and the T.R.C.A.

21.2.6 A report on environmental noise analysis entitled "Environmental Noise Analysis, Block 40, Belmont Properties" dated June 27, 2007, (Noise Report) has been prepared by Valcoustics Canada Ltd., and subsequently revised March 10, 2008, 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 Regional Transportation and Works Department for their 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 have been advised by the York Region District School Board (Y.R.D.S.B.) and the York Catholic District School Board (Y.C.D.S.B.) that adequate provisions for educational facilities have been provided for.

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

- (a) Prepare architectural guidelines for review and approval by the City;
 - (b) All development shall proceed in accordance with the Council approved architectural guidelines;
 - (c) Retain a control architect at the cost of the Owner with concurrence of the City to ensure compliance with the approved architectural design guidelines;
 - (d) prior to the submission of individual building permit applications, the control architect shall have stamped and signed the drawings certifying compliance with the approved architectural guidelines; and,
 - (e) Acknowledge that the City may undertake periodic reviews to ensure compliance with the architectural design guidelines and should inadequate enforcement be evident, the City may cease to accept drawings certified by the control architect and retain another control architect at the expense of the Owner.
- 21.2.10 Prior to final approval of the Plan, the Owner shall enter into an agreement satisfactory to the York Catholic District School Board for the transfer of Block 191 on Schedule "A" 2.432 hectares in area.
- 21.2.11 Prior to final approval of the Plan, the Owner shall submit an updated Master Environmental Service Plan (MESP) and Transportation Management Plan (TMP) for the development in Block 40 South and any other required study and/or documentation for review and approval, and shall implement the findings of said reports and plans to the satisfaction of the City.
- 21.2.12 Prior to final approval of the Plan, the Owner acknowledges that the engineering design(s) for alternative road design, traffic calming measures and designated transit route(s) as per the recommendations of the Traffic Management Plan may result in variation to the road and lotting pattern to the satisfaction of the City.
- 21.2.13 Prior to final approval of the Plan, the Owner shall confirm that the Plan is appropriately zoned by a zoning by-law, which has come into effect in accordance with the provisions of the Planning Act and that prior to the enactment of the implementing by-law, the Owner shall submit a Record of Site Condition acknowledged by an Officer of the Ministry of the Environment, to the satisfaction of the City.
- 21.2.14 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 and Works Department;
 - d) Canada Post; and
 - e) The appropriate telecommunication provider.
- 21.2.15 Prior to final approval of any part of the Plan, the Owner shall submit a revised Block Plan for Planning Block 40 South and all associated reports, if required, to reflect any significant alterations caused from this draft plan approval to the satisfaction of the City.
- 21.2.16 Prior to final approval of the Plan, the Region of York Transportation and Works Department, Water and Wastewater Branch, shall confirm that adequate water supply and sewage treatment capacity are available to accommodate the proposed development.
- 21.2.17 Prior to final approval of the Plan, the Owner shall prepare for review and approval a detailed hydrogeological impact study that identifies if any local wells may be influenced by construction and, if necessary, outlines a monitoring program to be undertaken before,

during and after construction of the subdivision. The Owner shall reinstate a suitable potable water supply to any resident whose well is adversely impacted by the development of the Plan to the satisfaction of the City.

- 21.2.18 Prior to final approval of the Plan, the Owner shall prepare for review and approval construction drawings that details the subdivision storm drainage system, siltation control, site grading and servicing, plan and profile drawings for the proposed intersections, construction access with mud mat design, utility location plans, pavement markings, electrical drawings for intersection illumination design, traffic control/construction staging plans and landscape plans to the satisfaction of the Regional Transportation and Works Department.
- 21.2.19 Prior to final approval of the Plan, the Owner's consultant shall 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.
- 21.2.20 Prior to final approval of the Plan, the Owner shall submit a Record of Site Condition acknowledged by an Officer of the Ministry of the Environment.
- 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 remain in a Holding Zone and identified as such on the Plan.
- 21.2.22 Prior to final approval of the Plan, the Owner shall provide a revised Water Supply Analysis for review and approval by the City.
- 21.2.23 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 matters, have been met.
- 21.2.24 Prior to final approval of the Plan, the Owner shall:
- a) Satisfy all technical, financial and other requirements of PowerStream Inc. (formerly Hydro Vaughan Distribution Inc.), its successors and assigns, regarding the design, installation, connection and/or expansion of electric distribution services, or any other related matters; the Owner shall enter into a development agreement with PowerStream Inc. which addresses the foregoing requirements; and,
 - b) The Owner shall agree to design, purchase materials, and install a buried hydro distribution system, compatible with the existing and/or proposed systems in surrounding Plans, all in accordance with the latest standards and specifications of PowerStream Inc. and the City.
- 21.2.25 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 Development Charges By-Law DC-0007-2007-040.
- 21.2.26 Prior to final approval of the Plan, the Owner shall provide the York Region District School Board with final development phasing plans.
- 21.2.27 Prior to final approval of the Plan, the Owner shall provide the following items completed to the satisfaction of the Engineering Department:
- a) Final Traffic Study;
 - b) Transportation Management Plan;
 - c) That primary roads in Block 40 South be located so as to intersect and connect with the approved location of roads in abutting blocks; and,

- d) A detailed traffic calming and control analysis be completed for the primary roads abutting school sites. This analysis and study should examine the feasibility of lay-bys and other solutions to provide safe access to the school site.
- 21.2.28 Prior to final approval, the Owner shall certify, in wording satisfactory to the Transportation and Works 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 York Region (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 York Region 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 York Region.
- 21.2.29 Prior to final approval of the Plan, the Owner shall provide additional information demonstrating how the Millwood Parkway Estates developments within Block 40 South can be serviced in the future, including water supply, sanitary sewers and stormwater management, to the satisfaction of the Engineering Department. A future water distribution system for these existing areas shall be identified such that all City criteria may be achieved.
- 21.2.30 Prior to final approval of the Plan, the Owner shall undertake a Phase I Environmental Site Assessment prepared and signed by a qualified professional, covenant and certify to the Region that they are not aware of any soil, groundwater or sediment contamination on or within lands to be conveyed to the Region, which could interfere with its intended use to the satisfaction of and at no cost to the Region of York.
- 21.2.31 Prior to, or concurrent with draft plan approval for Phase 1, the Owner shall enter into an agreement with the City of Vaughan, which agreement shall be registered on title, committing the Owner not to enter into any agreements of purchase and sale with end users, for the subject lands until such time as:
- a) York Region has advised in writing that it is no earlier than twelve (12) months prior to the expected completion of the Bathurst Langstaff Trunk Sewer; and,
 - b) The Council of the City of Vaughan has allocated available water supply and sewage servicing capacity associated with the completion of the above infrastructure to the subject development; or
- the City of Vaughan approves a transfer of servicing allocation to this development that is not dependent upon the construction of infrastructure; or,
- the Regional Commissioner of Transportation and Works confirms servicing capacity for this development by a suitable alternative method and the City of Vaughan allocates sufficient capacity to this development.
- 21.2.32 Prior to final approval of the Plan, the Owner's consultant shall certify that the Plan conforms with the Draft Plan of Subdivision, prepared by KLM Planning Partners Inc., dated January 31, 2007, as red-lined on June 18, 2007 as follows:
- i) Chatfield Drive, where it intersects with Weston Road, shall be of an appropriate-width to include a 4.0 metre wide landscape median as a community entry feature element;
 - ii) Block 681 shall be revised to accommodate additional lands for the buffer; and,
 - iii) the telecommunication and hydro utility buildings/easements shall be identified on the draft plan.

- 21.2.33 Prior to final approval of the Plan, and concurrent with the submission of the servicing application (MOE) to the City, the Owner shall submit detailed engineering drawings to the Regional Transportation and Works Department for review and approval, for any works to be constructed on or adjacent to the Regional Road that include plan and profile drawings for the proposed intersections, grading and servicing, and interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization, erosion and siltation control and landscape plans as deemed necessary by the Regional Transportation and Works Department.
- 21.2.34 Prior to final approval of the Plan, the Owner shall demonstrate to the satisfaction of the Regional Transportation and Works Department, that all local underground services will be installed within the area of the development and not within the Regional road allowance. If a buffer or easement is needed to accommodate the local services adjacent to the Regional right of way, then the Owner shall provide a satisfactory buffer or easement to the City, at no cost to the Region.
- 21.2.35 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Works Department, that Chatfield Drive shall be designed to intersect Weston Road with Retreat Boulevard on a direct and common tangent with Retreat Boulevard. No intersection or non-residential access shall be permitted on Chatfield Drive within 60.0 metres of the widened limit of Weston Road.
- 21.2.36 Prior to final approval, the Owner shall submit to the Transportation and Works Department, drawings showing the sidewalk location(s), concrete pedestrian access, passenger standing areas and shelter pad to the satisfaction of York Region.
- 21.2.37 Prior to final approval of the Plan, the Owner shall provide revised post-development hydrologic modeling to reflect future development conditions for the Bock 39 lands to the south, to the satisfaction of the TRCA and City.
- 21.2.38 Prior to final approval of the Plan, the Owner shall update the Block 40 South Plan Master Environmental and Servicing Plan (MESP) to address outstanding issues and that a consolidated updated Block 40 South Plan MESP be submitted incorporating any necessary revisions to the satisfaction of TRCA and shall address the TRCA concerns as outlined in the letter dated September 12, 2006, which shall include the water balance and groundwater, monitoring plan, Marigold Creek, central tableland woodlot, sanitary servicing, stream bank erosion criteria, stormwater management and emergency overflow issues.
- 21.2.39 Prior to final approval of the Plan, the Owner shall provide a comprehensive sanitary and water servicing plan for review and approval to the satisfaction of the City.
- 21.2.40 Prior to final approval of the Plan, easements required for utility, drainage and construction purposes shall be created and granted to the appropriate authority(ies), free of all charges and encumbrances.
- 21.2.41 Prior to final approval, the Owner shall prepare a streetscape and open space landscape master plan in accordance with the approved Block 40 Urban Design Guidelines and OPA #600 policies. The plan shall address, but not limited to, the following:
- (a) co-ordination of the urban design/streetscape elements as they relate to the approved urban design guidelines including, entrance features, parkettes, trail heads, medians and fencing;
 - (b) community edge treatments along Weston Road;
 - (c) the appropriate integration with the urban design policies outline in the Vellore District Centre Plan;
 - (d) valleylands edge management rehabilitation plantings, trails, bridge crossings, erosion repair sites and pedestrian access points into the valley;

- (e) the pedestrian urban connections between streets and within the neighbourhood, including throughout stormwater management facility ponds (Block 193 on Schedule "A" and approved Draft Plan of Subdivision Blocks 687 and 688); and,
- (f) the appropriate pedestrian access connections to Weston Road for access to public transit.

21.2.42 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Works Department, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.

21.2.43 Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:

- a) all existing woody vegetation within the York Region Road right of way;
- b) tree protection measures to be implemented on and off the York Region right-of-way to protect vegetation within right-of-way;
- c) any woody vegetation within the York Region Road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region Road right's of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal; and,
- d) a planting plan for all new and relocated vegetation to be planted within the York Region Road right of way, based on the following general guideline:

"Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the subdivision agreement, they will require the approval of the City and be supported by a Maintenance Agreement between the City and the Region for City maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region."

21.2.44 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Works Department, that the Owner will provide the installation of visual screening between Wardlaw Place and Weston Road, consisting of either a screening fence or a combination of a berm and appropriate planting, to a minimum of 1.8 metres in height, to be located entirely within Block 194 on Schedule "A". The Owner shall submit to the Transportation and Works Department for review and approval, landscape plans showing the proposed planting for headlight screening purposes.

21.2.45 Prior to final approval, 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 Transportation and Works Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.

21.2.46 Prior to final approval, the Owner shall provide a written undertaking, to the satisfaction of York Region Transportation and Works Department, that the Owner agrees to implement the recommendations of the functional transportation report/plan as approved by York Region Transportation and Works Department.

21.2.47 Prior to final approval, the Owner shall confirm that there are no easements, walkways or storm water management facilities existing, or planned for the school site.

- 21.2.48 Prior to final approval, 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).
- 21.2.49 Prior to final approval, to satisfactory to the York Catholic District School Board (YCDSB), the Owner shall:
- a) grade the school site to conform to the overall grade plan of the subdivision and in doing so shall replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands, and if, in compliance with this clause, the addition of fill, the removal of existing soil, or, in any way, the alteration of existing grading results in increased costs of construction to the YCDSB, then, and in that event, the Owner shall, upon demand, reimburse the YCDSB for such additional costs;
 - b) remove all trees and structures on Block 191 on Schedule "A", as determined by the YCDSB;
 - c) there shall be no stockpiling of topsoil on Block 191 on Schedule "A":
 - i) construct the temporary post and wire fence in locations as determined by the YCDSB prior to the issuance of building permits for phase 1 of the subdivision; and,
 - ii) construct the galvanized chain link fence, 1.8 metres in height in locations as determined by the YCDSB; the fence will be constructed prior to the occupancy of the adjoining units;
 - d) erect on the school site at such time as the school access street is constructed a visible sign with the dimensions and containing the words in the order, form and configuration as duly required by the YCDSB, which shall include:

"The York Catholic District School Board
Catholic Elementary School Site
A School In This Location Is Not Guaranteed
Students May Be Accommodated
In Facilities Elsewhere"
 - e) post "No Dumping" signs along the perimeter fence as required by the YCDSB; and,
 - f) provide the foregoing at no cost to the YCDSB.
- 21.2.50 Prior to final approval, the Owner shall submit, at no cost to the YCDSB, a report from a qualified consultant concerning:
- a) the suitability of Block 191 for construction purposes relating to soil bearing factors, surface drainage and topography and or grading plan; and there shall be a minimum of 12 boreholes on the school site, in locations as approved by the YCDSB;
 - b) both Phase 1 and Phase 2 Environmental Testing reports for the school site to ensure the site is clear and free of all contaminates and unfit soil; and,
 - c) the availability of natural gas, electrical, water, storm sewer, sanitary sewer, telephone, fibre optic cable and cable television services in a location along the property line, as determined by the YCDSB. All services must meet YCDSB specifications and approval.
- 21.2.51 Prior to final approval, the Owner shall submit, at no cost to the YCDSB, a certificate from the City, after received from the Owner's Consultant, confirming the following as they relate to a new school facility:

- a) the availability of a satisfactory water supply (both domestic and fire);
- b) an acceptable method of sewage disposal;
- c) adequacy of electrical services;
- d) the availability of a satisfactory natural gas supply; and,
- e) that an adequate stormwater management facility has been designed to accommodate a school site and ensure that water retention will not be required on this site.

The services above, complete with service manholes, shall be installed by the Owner at the property line of said school site and positioned as designated by the YCDSB, at no cost to the YCDSB, allowing time for YCDSB approval of the design.

- 21.2.52 Prior to final approval the Owner shall supply the YCDSB a certificate, from the local hydro authority, confirming an adequate capacity for a new school and that the YCDSB will not incur future upstream costs.
- 21.2.53 Prior to final approval of the Plan, the Owner shall enter into an agreement with the Regional Municipality of York, agreeing not to "pre-sell" lots and blocks on phase 2 lands beyond this phase of development to end users until such time as the Regional Municipality of York confirm in writing that there is sufficient water and sewer servicing capacity to service this Plan and said capacity has been allocated by the City.
- 21.2.54 Prior to final approval of the Plan, the Owner shall prepare a traffic management plan for the development in Block 40 South including the Plan for the review and approval of the City. The Owner shall carry out or cause to carry out the design and construction of the traffic calming/management measures that are identified on the approved Block 40 South Traffic Management Plan for the Plan in accordance with the approved Construction Drawings and the provisions of the 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.
- 21.2.55 Prior to final approval of the Plan, the Owner shall finalize the timing for the necessary Regional infrastructure/transportation improvements required including the reconstruction and widening of Major Mackenzie Drive to provide for development in Block 40 South, must be established to the satisfaction of the City and Region of York.
- 21.2.56 ^{Enr} Prior to final approval of the Plan, the Owner shall finalize the location of the proposed sanitary pumping station and all required servicing related valley crossings in accordance with the Block 40 North/47 MESP. The Owner acknowledges that all servicing related to valley crossings are subject to approval from the TRCA.
- 21.2.57 Prior to final approval of the Plan, the Owner shall provide a Development and Infrastructure Phasing Plan to identify the infrastructure required to adequately service all phases of Block 40 South, including water supply, sanitary sewers and stormwater management facilities, and Regional infrastructure such as road widening and water and wastewater system improvements to the satisfaction of the City. The phasing plan should also address the impact of the non-participating landowners on the overall servicing of Block 40 South, and what interim servicing measures will be required. Details of each phase are to be outlined on the Phasing Plan.

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 sewer and storm drainage, recycling pickup, garbage pickup, snow removal, fire

service and emergency service inclusive, is provided for the proposed development to the satisfaction of the City.

- 21.3.2 Notwithstanding the provisions of Subsection 5.1, and 21.3.3 below, the City may issue twenty (20) model home building permit 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 Blocks 163 to 166 both inclusive, Blocks 169 to 172 both inclusive, and Blocks 177 to 183 both inclusive 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 Blocks 164, 165, 170, 171, and Blocks 178 to 183 both inclusive 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.
- 21.3.6 The dwelling units on Blocks 163, 166, 169, 172, and Block 177 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.
- 21.3.7 Prior to issuance of a building permit for any Lot or Block on Schedule "A", the control architect referred to in Subsection 21.2.9 shall have stamped and signed the drawings certifying compliance with the approved architectural guidelines.
- 21.3.8 Prior to the issuance of a building permit for any lot within the Plan, the Owner's consulting engineer shall certify, to the satisfaction of the 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 Prior to the issuance of a building permit for any lot or block within the Plan, the Owner shall submit for review and approval a Phase I Environmental Site Assessment in accordance with the Ministry of Environment's Ontario Regulation 153/04, "Soil, Ground Water and Sediment Standards" and the City's "Policy and Procedures for Contaminated or Potentially Contaminated Sites", and if necessary, a Phase II Environmental Site Assessment to the satisfaction of the City.
- 21.3.10 Prior to issuance of a building permit for any Lot or Block within the Plan, the Owner shall submit for review and approval a Phase II Environmental Site Assessment in accordance with the Ministry of Environment's Ontario Regulation 153/04, "Soil, Ground Water and Sediment Standards" 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 be limited to surface and subsurface soil, ground water, soil vapour, plant and aquatic species sampling and testing of building materials. The Owner shall carry out or cause to be carried out the recommendations contained in the 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.

- 21.3.11 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 prior to issuance of a building permit.
- 21.3.12 Prior to the issuance of building permits 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
- 21.3.13 The Owner shall construct a temporary sanitary pumping station at the south east corner of Lawford Road and Chatfield Drive external to the Plan described as Part(s) _____ on Plan 65R-_____ to provide temporary sanitary servicing to Lots 51, 93 to 106 both inclusive, 131 to 161 both inclusive and Blocks 190, 191 and 192 on Schedule "A".

The Owner shall not apply for building permits and the City shall not issue building permits, for Lots 51, 93 to 106 both inclusive, 131 to 161 both inclusive and Blocks 190, 191 and 192 on Schedule "A" until adequate sanitary services are provided to such lots to the satisfaction of the City as per Subsection 21.1.13.

21.4 PRIOR TO TRANSFER

- 21.4.1 Prior to the transfer of Blocks 163 to 166 both inclusive, Blocks 169 to 172 both inclusive, and Blocks 177 to 183 both inclusive on Schedule "A", a noise consultant shall certify that the dwelling units on the block 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 Block 164 (east unit) on Schedule "A", the Owner shall construct a 2.2m high maintenance free acoustic barrier along the private side of the lot line of the subject block 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.
- 21.4.3 Prior to the transfer of Block 179 (east unit) on Schedule "A", the Owner shall construct a 2.0m high maintenance free acoustic barrier along the private side of the lot line of the subject block 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.
- 21.4.4 Prior to the transfer of Blocks 179 to 183 both inclusive on Schedule "A", the Owner shall construct a 2.0m high maintenance free acoustic barrier along the private side of the lot lines, adjacent to Commercial Block 188 on Schedule "A", of the subject blocks 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
- 21.4.5 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.
- 21.4.6 Prior to the transfer of Blocks 164, 165, 170, 171, and Blocks 178 to 183 both inclusive on Schedule "A", a noise consultant shall certify that the dwelling unit on the block is constructed with a forced air heating system which includes central air conditioning that complies with Subsection 21.3.5 above. The certificate shall be submitted to the Director of Building Standards.
- 21.4.7 Prior to the transfer of Blocks 163, 166, 169, 172, and Block 177 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 21.3.6 above. The certificate shall be submitted to the Director of Building Standards.

21.5 WARNING CLAUSES

21.5.1 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Blocks 164, 165, 170, 171, and Blocks 178 to 183 both inclusive, on Schedule "A":

"Purchasers and/or tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling unit, sound levels due to increasing road traffic may continue to be of concern, occasionally interfering with some activities of the 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."

21.5.2 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Blocks 163, 166, 169, 172 and 177 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 all Lots and Blocks on Schedule "A":

"Purchasers and/or tenants are advised that the roads within the Plan may have been constructed using Alternative Development Standards. In April 1995, the Ministry of Housing and the Ministry of Municipal Affairs published the Alternative Development Standards as a guideline to municipalities. The Province of Ontario has been promoting the use of these guidelines which provide for reduced pavement widths."

21.5.4 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedules "A":

"Purchasers and/or tenants are advised that public transit routes have not been determined for the area within the Plan, therefore streets within this Plan of Subdivision may be subject to public transit bus traffic."

Existing YRT/Viva (core-level) transit services currently operate on the following roadways in the vicinity of the subject lands:

- Major Mackenzie Drive; and,
- Weston Road.

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 the planting of trees on City boulevards in front of residential units is a requirement of this subdivision agreement.

The City has not imposed 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. The City reserves the right to relocate or delete the boulevard tree without further notice."

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 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 6.0 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.”

21.5.7 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 (Subdivision Developer – Belmont Properties (Weston) 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.”

21.5.8 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 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.”

21.5.9 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all Lots and Blocks on Schedule “A” that may abut a public highway, laneway, walkway or other 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 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 (Subdivision Developer - Belmont Properties (Weston) 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 in 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.”

- 21.5.10 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 the Owner (subdivision developer) 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.”

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

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

- 21.5.12 The Owner shall notify all Purchasers and/or tenants of the exact Community Mailbox locations prior to the closing of any sale. The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all 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.”

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

“Purchasers and/or tenants are advised that traffic calming measures may have been incorporated into the road allowances.”

- 21.5.14 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all 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.”

- 21.5.15 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all 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 catch basin 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”.

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

“Purchasers and/or tenants are advised that the construction of a Catholic School on a designated site is not guaranteed. Purchasers are advised that sufficient accommodation may not be available for students residing in this area, and you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The YCDSB will in its discretion designate pick-up points for students who qualify for transportation.”

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

“Purchasers and/or tenants are advised that temporary facilities/portables may be placed on the Lands in order to accommodate students in excess of the capacity of the school building.”

- 21.5.18 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lot 122, Lots 143 to 161 both inclusive, and Blocks 183 and 184 on Schedule “A”:

“Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.”

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 Region of York. Construction access to the Plan shall be from Weston Road via Chatfield Drive as shown on the Construction Drawings.

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, the Owner shall prepare for review and approval an Erosion and Sedimentation Control Plan including

topsoil storage plan detailing location, size, side slopes, stabilization methods and time period. The topsoil storage shall be limited to the amount required for final grading with the excess removed from the site and shall not occur on either park, walkway, school blocks, or Lots and Blocks on the Plan to the satisfaction of the City.

- 21.6.5 The Owner agrees to be responsible for determining the location of all utility plants within the York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

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 and implement on-site erosion and sediment control, in order to meet the requirements of the Federal Fisheries Act. Any increases in concentrations of suspended solids or sediment loading may be in violation of this Act. The Ministry of Natural Resources (M.N.R.) will monitor effectiveness and take appropriate action as required; and
- (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.

- 21.7.2 The Owner shall ensure that the approved architectural guidelines referred to in Subsection 21.2.9 are implemented in the Plan.

- 21.7.3 Prior to offering any unit for sale, the Owner shall display the following on the interior wall of the Sales Office:

- a) Block Plan for the boarder 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:
 - 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, ON M9L 2S6; and
 - ii) For detailed grading and berming information, please call the developer's engineering consultant, Schaeffer Consulting Engineers, 6 Ronrose Drive, Vaughan, Ontario, L4K 4R3; and

iii) This map is based on information available as of (date of map), and may be revised or updated without notification to purchasers.

- 21.7.4 The Owner shall agree to remove any 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.
- 21.7.5 The Owner shall topsoil to a minimum depth of 100mm, seed, maintain and sign to prohibit dumping and trespassing on all lots or blocks within any phase of the subject draft plan of subdivision 19T-06V07 left vacant six(6) months following completion of overall grading, to the satisfaction of the City.
- 21.7.6 The road allowances included in the Plan shall be designed in accordance with City standards for road and intersection design, temporary turning circles, daylighting triangles and 0.3m reserves. The pattern of streets, and the layout of blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
- 21.7.7 Any dead end or open side of a road allowance within the Plan shall be terminated in a 0.3m reserve, to be conveyed to the City free of all charge and encumbrances, until required for a future road allowance or development of adjacent lands.
- 21.7.8 The Owner shall facilitate the construction of community mailbox facilities at locations satisfactory shown on the approved servicing plans by Canada Post and satisfactory to the City where such facilities are to be located within the public road allowance. The above-ground services plan shall include:
- a) A sidewalk section (concrete pad) to support the mailboxes;
 - b) Any required walkway(s) across the boulevard;
 - c) Any depression(s) for wheelchair access; and
 - 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).
- 21.7.9 The Owner shall satisfy the Transportation and Works Department that the services to be installed 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:
- a) Connecting Wardlaw Place with Weston Road, opposite the eastern end of Lindberg Drive.
- The concrete pedestrian access connection shall meet City standards for sidewalks, provided such pedestrian access connection shall not be a service to be assumed by the City and shall either be owned and/or maintained by the Region or the Owner. The subdivision agreement shall provide that such pedestrian access connection shall be retained by the Owner unless the Region (prior to final approval of the Plan) enters into an agreement with the Owner providing ownership is to be transferred to the Region. The concrete pedestrian access shall be provided at no cost to the Regional Municipality of York.
- 21.7.10 The Owner shall decommission any existing wells on the Plan in accordance with all the applicable Provincial legislation and guidelines to the satisfaction of the City and Region.
- 21.7.11 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.
- 21.7.12 The Owner shall contact the adjacent landowner to the south of the Plan, in order to make arrangements to relocate the existing driveway adjacent to the intersection of Weston Road

and Chatfield Drive to Chatfield Drive or an alternate location to be approved by York Region. The Owner must send a proposal, in writing, to the adjoining landowner that outlines the proposed relocation. The Owner shall be responsible for the relocation of the driveway and completed at the cost of the Owner. This letter shall be copied to the Region and should contain a reasonable deadline for response from the adjoining landowner. The Owner must then follow up and send to the Region confirmation, in writing, of the outcome of the negotiation with the adjacent landowner.

- 21.7.13 The Owner acknowledges that prior to the development approval of Block 188 on Schedule "A", vehicular access to Block 188 on Schedule "A" shall be via Chatfield Drive. Direct access shall not be permitted to Weston Road.
- 21.7.14 The Owner acknowledges that all part blocks within the Plan shall only be developed in conjunction with abutting part blocks of adjacent draft plans.
- 21.7.15 In the event that the Owner and the City agree that the Owner will develop neighbourhood park, Block 190 on Schedule "A", the Owner shall agree that the design, securities and construction for the park(s) will be addressed through an amending agreement in accordance with the "City Developer Build/Parks Development Policy."
- 21.7.16 The Owner acknowledges that bus passenger standing areas/platforms are to be provided at no cost to the Region of York or York Region Transit in accordance with the approved Construction Drawings to the satisfaction of York Region Transit.
- 21.7.17 The Owner acknowledges that the final engineering design(s) may result in minor variations to the Plan, which may be reflected in the final plan to the satisfaction of the City.
- 21.7.18 The Owner shall ensure that the planned transit roadways shall be designated and designed to accommodate transit vehicles to the satisfaction of the City and York Region Transit. As such, York Region Transit is to be consulted with respect to any traffic-calming features which may be considered for any of the planned transit roadways identified.
- Bus passenger standing area/platforms are to be provided at no cost to the Region, concurrent with construction of necessary sidewalks.
- 21.7.19 The Owner shall supply and install life saving stations in all storm water management facilities in the Plan in accordance with the approved Construction Drawings and Schedule "F" to the satisfaction of the City.
- 21.7.20 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 within the Plan and the development in Block 40 South. 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 40 South in accordance with the approved Construction Drawings and Schedule "F" to the satisfaction of the City.

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:

Belmont Properties (Weston) Inc.
970 Lawrence Avenue West
Suite 300
Toronto, Ontario
M6A 3B6

ATTENTION: Mr. James Bunyan

Fax: 416-256-7501

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



SECTION "23" VALIDITY

No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any waiver of, or consent to depart from, the requirements of any provisions of this agreement shall be effective only if it is in writing and signed by an authorized representative of the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

In the event that the Plan is not registered within twelve months of the execution of the agreement or within such extended period as may be mutually agreed upon by the parties hereto, then this agreement shall be null and void and of no effect.

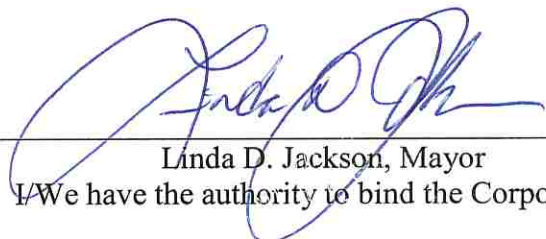
IT IS DECLARED AND AGREED that this Agreement and the covenants, provisoes, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto:

IN WITNESS WHEREOF the Owner and the City have hereunto affixed their Corporate seals under the hands of their respective proper officers in that behalf.

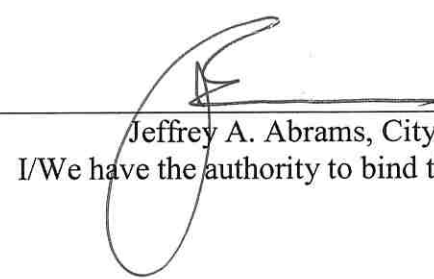
SIGNED, SEALED AND DELIVERED)

In the presences of:)

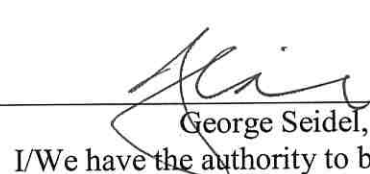
**THE CORPORATION OF
THE CITY OF VAUGHAN**



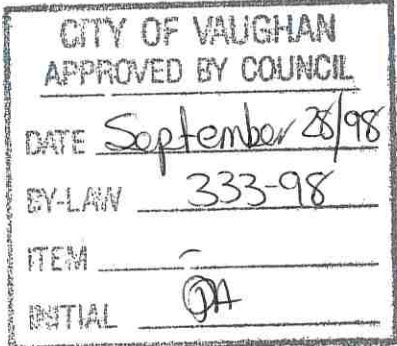
Linda D. Jackson, Mayor
I/We have the authority to bind the Corporation

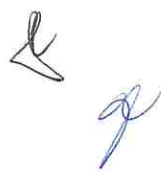


Jeffrey A. Abrams, City Clerk
I/We have the authority to bind the Corporation

BELMONT PROPERTIES (WESTON) INC.


George Seidel, A.S.O.
I/We have the authority to bind the Corporation



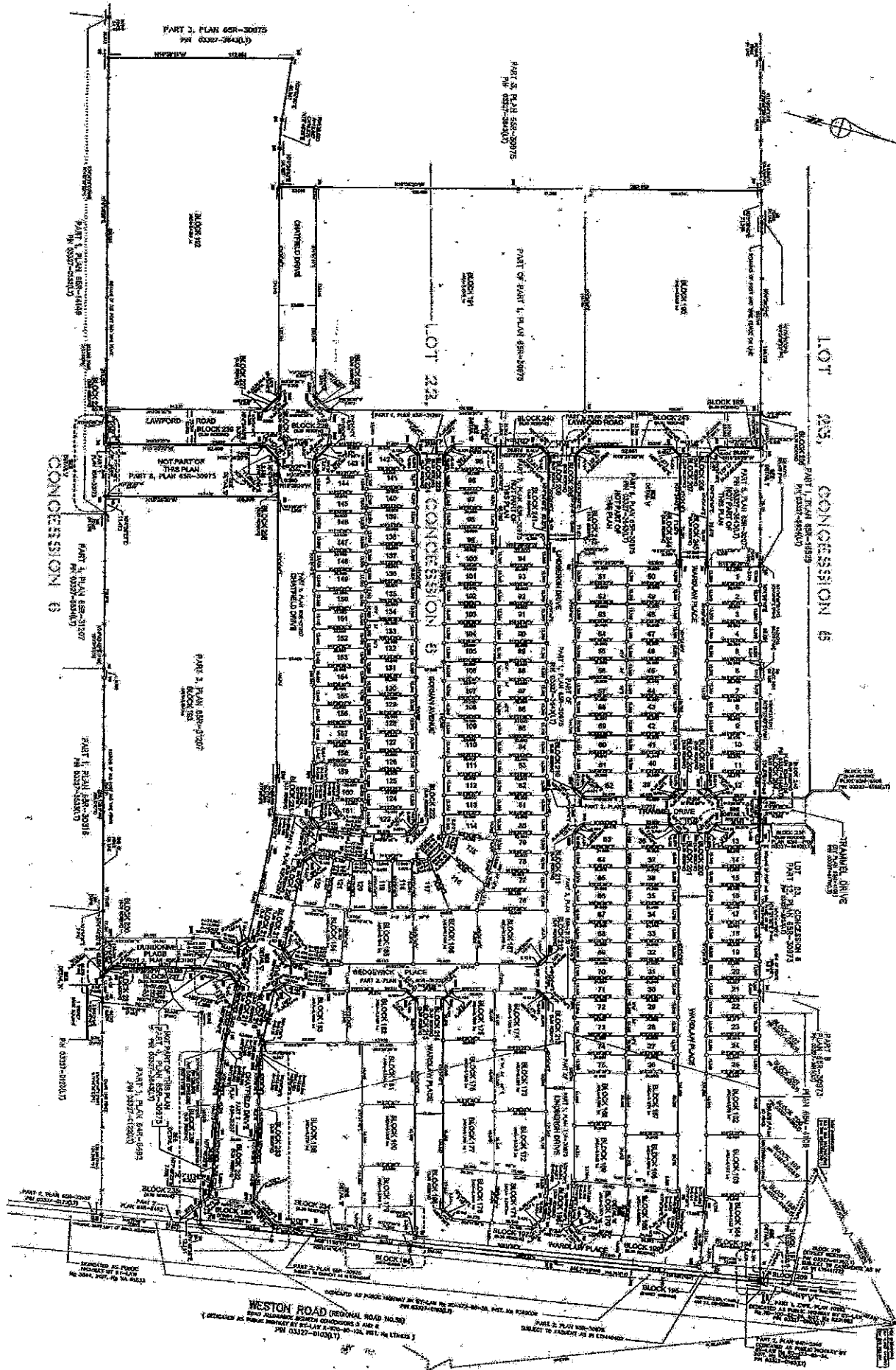


CITY OF VAUGHAN

SCHEDULE "A"

PLAN OF SUBDIVISION

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



[Handwritten signatures]

CITY OF VAUGHANSCHEDULE "B"CONSTRUCTION DRAWINGS

1. The following drawings prepared by Schaeffer Consulting Engineers, 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 Schaeffer Consulting Engineers, 6 Ronrose Drive, Vaughan, Ontario, L4K 4R3, or at the City Offices. If revised drawings are prepared by Schaeffer Consulting Engineers, which are approved by the City, they shall form part of the Construction Drawings:

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>
GN-1	List of Exceptions
GN-2	General Notes
GN-3	General Notes
GP-1	General Plan
GP-2	General Plan
GP-3	General Plan
TA-1	Storm Tributary Areas
TA-2	External Storm Tributary Areas (North)
TA-3	External Storm Tributary Areas (South)
TA-4	Sanitary Tributary Areas
TA-5	External Sanitary Tributary Areas (North)
TA-6	External Sanitary Tributary Areas (South)
TA-7	Overland Flow Route
PP-1	Wardlaw Place (From Sta. 0+000.000 to Sta. 0+230.000)
PP-2	Wardlaw Place (From Sta. 0+016.500 to Sta. 0+200.000)
PP-3	Wardlaw Place (From Sta. 0+200.000 to Sta. 0+420.000)
PP-4	Wardlaw Place (From Sta. 0+420.000 to Sta. 0+602.162)
PP-5	Lindbergh Drive (From Sta. 0+000.000 to Sta. 0+180.000)
PP-6	Lindbergh Drive (From Sta. 0+180.000 to Sta. 0+380.000)
PP-7	Lindbergh Drive (From Sta. 0+380.000 to Sta. 0+527.783)
PP-8	Gorman Avenue (From Sta. 0+000.000 to Sta. 0+190.000)
PP-9	Gorman Avenue (From Sta. 0+190.000 to Sta. 0+351.430)
PP-10	Trammel Drive (From Sta. 0+292.119 to Sta. 0+413.492)
PP-11	Sedgewick Place (From Sta. 0+000.000 to Sta. 0+186.106)
PP-12	Chatfield Drive (From Sta. 0+000.000 to Sta. 0+150.000)
PP-13	Chatfield Drive (From Sta. 0+050.000 to Sta. 0+330.000)
PP-14	Chatfield Drive (From Sta. 0+3300.000 to Sta. 0+510.000)
PP-15	Chatfield Drive (From Sta. 0+510.000 to Sta. 0+710.000)
PP-16	Lawford Road (From Sta. 0+234.874 to Sta. 0+420.000)
PP-17	Lawford Road (From Sta. 0+420.000 to Sta. 0+660.000)
PP-18	Dundonnell Place (From Sta. 0+000.000 to Sta. 0+097.740)
UT-1	Utility Coordination Plan – Part 1
UT-2	Utility Coordination Plan – Part 2
UT-3	Utility Coordination Plan – Part 3
UT-4	Utility Coordination Plan – Part 4
UT-5	Utility Coordination Plan – Part 5
UT-6	Utility Coordination Plan – Part 6
SWM-1	SWM Pond 'A'
SWM-2	SWM Pond 'A' – Section 1-1 to 3-3
SWM-3	SWM Pond 'A' – Section 4-4 to 7-7
SWM-4	SWM Pond 'A' – Control Flow Structure
SWM-5	SWM Pond 'A' – Storm Outfall Headwall Detail

CITY OF VAUGHANSCHEDULE "B" CONT'DCONSTRUCTION DRAWINGS

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>
CH-1	Proposed Temporary Channel (From Sta. 0+000.000 to 0+180.000)
CH-2	Proposed Temporary Channel (From Sta. 0+180.000 to 0+340.000)
CH-3	Proposed Temporary Channel (From Sta. 0+340.000 to 0+445.060)
CH-4	Sections 1-4
RW-1	Pavement Marking Plan – Weston Road & Chatfield Drive
SEC-1	Road Cross Sections 1-1 to 3-3 and Section B-B
DS-1	Storm Sewer Design Sheets
DS-2	Sanitary Sewer Design Sheets
DS-3	OTTSWMM Analysis – Major System Summary for Pond 'A'
D-1	City of Vaughan Standard Drawings
D-2	City of Vaughan Standard Drawings
D-3	City of Vaughan Standard Drawings
D-4	City of Vaughan Standard Drawings
D-5	City of Vaughan Standard Drawings
D-6	OPSD Standard Drawings & Detail Drawings
D-7	OPSD Standard Drawings & Detail Drawings
D-8	Standard Drawings
D-9 to D-13	Fence Details
SC-1	Siltation Control Plans
SC-2	Siltation Control Details
SC-3	Siltation Pond No.2

2. The following landscape drawings prepared by NAK Design Group, 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 355 Adelaide Street West, Studio 400, Toronto, Ontario, M5V 1S2 and at the City office. If revised landscape drawings are prepared by NAK Design Group which are approved by the City, they shall form part of the Construction Drawings:

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>
ST-1 to ST-4	Streetscape Plans
B-1 to B-2	Buffer Planting
EF-1	Entry Feature Planting & Paving
SWM-1	SWM Pond Landscape Plan
D-1 to D-8	Landscape Details (Planting, Fencing, Entry Feature, Paving)

3. The following streetlighting drawings prepared by Nexgen Utilities, 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 141 Brunel Road, Mississauga, Ontario, L4Z 1X3 and at the City office. If revised streetlighting drawings are prepared by Nexgen Utilities which are approved by the City, they shall form part of the Construction Drawings:

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>
E-1 to E-6	Hydro Distribution and Streetlighting
E-7	Schematic Design
E-8 to E-9	General Details

CITY OF VAUGHANSCHEDULE "C"MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

The Owner shall construct the municipal services as shown on the approved 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.

2. Storm Sewers

Reinforced concrete or approved equivalent storm sewers 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 sewers shall be sized to accommodate flows expected from the Plan based on urban and rural development as specified by the City.

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 and decommissioning of temporary sanitary pumping station and forcemain external to the Plan.

4. Roads

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

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 450mm topsoil and No. 1 nursery sod placed according to the requirements of the City.

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.

CITY OF VAUGHAN

SCHEDULE "C" CONT'D

MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

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.

Prior to completion approval and notwithstanding Subsection 16.3, the Owner shall provide structural and acoustic certification in a form satisfactory to the City as follows:

- a. A certificate from a professional Ontario Land Surveyor identifying that all fencing, including concrete footing are located completely on the private lands and totally clear of any 0.3 metre reserve in accordance with the approved construction drawings;
- b. 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
- c. 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.

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.

9. Trees, Landscaping and Streetscape

Plant the required number of trees and shrubs, deciduous: 60-70 mm in caliper, as shown on the landscape drawings prepared by NAK Design Group, 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".

10. Park

Provide a geotechnical investigation, Phase 2 Environmental Site Assessment conducted by a qualified professional engineer to the satisfaction of the City. A minimum of six (6) boreholes are required for Park Blocks 190 and 192 on Schedule "A". Any tree or similar vegetation in accordance with the tree preservation plan shall be retained on the Park Block(s). Park Blocks 190 and 192 on Schedule "A" shall be shall be graded to conform with the overall grading plan of the subdivision with clean engineered fill

CITY OF VAUGHANSCHEDULE "C" CONT'DMUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

material compacted to 95% of Standard Procter Dry Density (S.P.D.D.), no fill shall be placed on existing topsoil. There shall be no stockpiling of topsoil allowed on Block 190 and 192 on Schedule "A". Spread and fine grade topsoil evenly to a depth of 150 mm over the entire Park Block(s), topsoil shall be a fertile friable, natural loam containing four percent (4%) minimum organic matter for clay loams and two percent (2%) minimum organic matter for sandy loams. Acidity of topsoil shall range from 6.0 pH to 7.5 pH and shall be capable of sustaining vigorous plant growth; a chemical analysis shall be conducted by a qualified testing laboratory and results of testing provided to the Parks Development Department prior to placing of topsoil. Park Block(s) 190 and 192 on Schedule "A" shall be seeded with an approved seed mix by the City's the Parks Development Division, fenced off using fencing material approved by the City and "No Dumping" signs shall be placed along the perimeter of the Park Block(s). Park Blocks 190 and 192 on Schedule "A" shall not be encumbered by any utility easements.

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. Pavement Markings and Bicycle Signage

Apply pavement markings to roadways as shown on the approved Construction Drawings in accordance with City of Vaughan specifications in locations identified by the City.

13. 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.

14. 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.

15. 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 VAUGHANSCHEDULE "D"ESTIMATED COST OF SERVICES

1.	Watermains	\$	923,300.00
2.	Storm Sewers	\$	1,723,400.00
	Stormwater Management Pond	\$	1,227,600.00
	- Life Saving Station (LSS) in SWM Pond	\$	800.00
	(\$400.00 per LSS, minimum of two (2) per pond)		
3.	Sanitary Sewers	\$	1,024,400.00
	- Temporary Sanitary Pumping Station	\$	341,000.00
	- Forcemain	\$	22,000.00
	- Temporary Sanitary Pumping Station & Forcemain Removal/ Decommission	\$	30,000.00
4.	Roads		
	- Excluding Top Asphalt	\$	1,728,000.00
	- Top Asphalt	\$	246,200.00
5.	Boulevards and Driveways	\$	123,100.00
6.	Sidewalks and Walkways	\$	197,000.00
7.	Fences and Noise Attenuation Features	\$	646,100.00
8.	Overall Grading	\$	332,000.00
9.	Trees, Landscaping and Streetscape		
	- (416 trees @ \$550 per tree)	\$	228,800.00
	- Entry Features and Islands	\$	152,000.00
	- Buffer Planting	\$	160,000.00
	- SWM Pond Landscaping	\$	425,000.00
10.	Park	\$	150,000.00
11.	Mud and Dust Control	\$	30,000.00
12.	Pavement Markings and Bicycle Signage	\$	12,500.00
13.	Hydro Distribution		
	- Streetlighting	\$	401,000.00
14.	Fine Lot Grading/Topsoil and Sod	\$	356,900.00
		Sub-Total	\$ 10,481,100.00
15.	Contingency 10%	\$	1,048,110.00
		Sub-Total (Carried to Item 5, Schedule "T")	\$ 11,529,210.00
	Consulting Engineers Fee 10%	\$	1,152,921.00
		TOTAL (Carried to Item 1, Schedule "H")	\$ 12,682,131.00

CITY OF VAUGHANSCHEDULE "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 "Guidelines for Boulevard Planting".
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 VAUGHANSCHEDULE "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
Life Saving Station (LSS) in Storm Water Management Pond.	Prior to assumption and/or when directed by the City.
2. Final Lift of Asphalt and Top of Concrete Curb	Prior to Completion Approval Notice
3. Snow Fencing, Tree Protection 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. Fine Grading, Topsoil and Sodding of Lots and Tree Planting	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).
7. 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
8. 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 the final lift placed after one winter has passed prior to Assumption. For interlocking brick/stone/concrete driveways, these interlocking materials are to be placed after one winter has passed but prior to November 15, of the following year.

CITY OF VAUGHAN
SCHEDULE "F" CONT'D
WORK SCHEDULE

<u>ITEM</u>	<u>COMPLETION</u>
9. Fences and Noise Attenuation Features	Prior to transfer of abutting lot. Wooden fences to be stained (both faces) within 30 days of construction.
10. Pavement Markings	Annually until assumed by the City, plus prior to occupancy, plus prior to completion approval notice following placement of top course asphalt.
11. Pedestrian and Bicycle Signage	Prior to assumption and/or when directed by the City .
12. Parks	Prior to occupancy of the surrounding residential lots, the park block shall be rough graded, topsoil spread and fine graded, seeded and fenced.
13. Hydrant Anti-Tampering Devices	Installed prior to the issuance of a building permit and removed prior to assumption.

CITY OF VAUGHAN

SCHEDULE "G"

DESCRIPTION OF THE LANDS

PART OF PIN 03327-3643(LT)

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in Geographic Township of Vaughan, County of York, now in the City of Vaughan, Regional Municipality of York, Province of Ontario and being comprised of Part of Lot 22, Concession 6, and designated as Part 1 and 2, according to a plan deposited in the Land Registry Office for the Land Titles Division of York Region (No. 65), as Plan 65R-30975.

SUBJECT TO Easement over Part 2 on said Plan 65R-30975, as set out in Instrument No. LT1440405.



CITY OF VAUGHANSCHEDULE "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".	\$ 12,682,131.00	The letter of credit shall be reduced as work proceeds.	13 months or assumption of services.

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

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

(B) After Completion Approval

- (i) City estimates of the cost of municipal services to be completed, plus,
 - (ii) Value of work completed but not paid for, plus,
 - (iii) 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
 - (iv) 10% value of the completed and paid for work of the roads, sidewalks, driveways, fences, landscaping, grading and street lighting including aboveground appurtenances, plus
 - (v) 100% value of the mud and dust control and the miscellaneous maintenance 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.

CITY OF VAUGHAN

SCHEDULE "H" CONT'D

FINANCIAL GUARANTEES CITY OF VAUGHAN

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 135-2007		
	a) Phasing fee	\$	2,275.00
	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 \$11,529,210.00)	\$	403,522.35
6.	Survey Monuments, as per Subsection 21.1.2	\$	4,465.00
7.	Initial Sewer camera inspection fee. (Note: The Owner shall incur any additional cost on account of additional/complex inspection and/or price fluctuation.)	\$	14,743.95
8.	Appraisal Fee	\$	N/A
9.	Woodlot Contribution, as per Subsection 21.1.1(b) (300 units x \$1000.00)	\$	300,000.00
10.	Waste Management Contribution, as per Subsection 21.1.3 (\$38 X 300 residential dwelling units in the Plan)	\$	11,400.00
11.	Cash in lieu of Parkland, as per Subsection 21.1.4	\$	N/A
12.	Printing of signed Construction Drawings	\$	100.00
13.	Water used for testing and flushing water distribution system	\$	6,000.00
14.	Contribution to external services		
	a) Sanitary sewer oversizing as per Subsection 21.1.5	\$	4,084.99
	b) Sanitary sewer oversizing as per Subsection 21.1.6	\$	10,867.27
	c) Sanitary sewer oversizing as per Subsection 21.1.7	\$	18,429.82
	d) Sanitary sewer oversizing as per Subsection 21.1.8	\$	4,308.55
	e) Sanitary sewer oversizing as per Subsection 21.1.9	\$	15,014.51
	f) Sanitary sewer oversizing as per Subsection 21.1.10	\$	9,668.12
	g) Open channel & tunnel as per Subsection 21.1.11	\$	2,278.94
	h) Open channel & tunnel as per Subsection 21.1.12	\$	314,737.84
15.	Peer Review Environmental Site Assessment Report	\$	N/A
16.	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 \$19,308.95)	\$	965.45

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 VAUGHANSCHEDULE "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 ReserveCity of Vaughan:

- a) Block 189, Blocks 196 to 233 inclusive and Blocks 236 to 245 inclusive on Schedule "A".

Region of York:

- a) Blocks 234 and 235 on Schedule "A".
- b) Part 2 on Plan 65R-31351, external to the Plan.

2. Land to be deeded toCity of Vaughan:

- a) Block 194, as a Landscaping buffer block, on Schedule "A".
- b) Block 193, as a SWM Facility, on Schedule "A".
- c) Block 190, as a Neighbourhood Park, on Schedule "A".
- d) Block 192, as a District Park, on Schedule "A".

Region of York:

- a) Block 195, as a street widening, on Schedule "A".
- b) Part 1 on Plan 65R-31351, as a street widening, external to the Plan.

York Catholic District School Board

- a) Block 191 on Schedule "A" for future school (Subject to a Purchase and Sale Agreement between Owner and Y.C.D.S.B. as per Subsection 21.2.10).

3. Easements to be deeded to the City of Vaughan

- a) Part 1 on Plan 65R-31577, on southeast corner of the intersection Lawford Road and Chatfield Drive external to the Plan, for sanitary pumping station purposes as per Subsection 21.3.13.

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 the private side.



CITY OF VAUGHANSCHEDULE "M"AMOUNTS TO BE REMITTED TO OTHERS BY THE CITY OF VAUGHAN

1.	Proportionate share for distribution to Artibus Development Corporation, 19T-97V15, Phase I, 65M-3646 as per Subsection 21.1.5	\$	3,966.01	(26.34 ha @ \$150.57/ha)
2.	Proportionate share for distribution to 1307180 Ontario Inc., 19T-97V30, Phase II, 65M-3592 as per Subsection 21.1.6	\$	10,550.75	(26.34 ha @ \$400.56/ha)
3.	Proportionate share for distribution to the Trustee of the Block 32 West Developers' Group as per Subsection 21.1.7	\$	17,893.03	(26.34 ha @ \$679.31/ha)
4.	Proportionate share for distribution to the Trustee of the Block 32 West Developers' Group as per Subsection 21.1.8	\$	4,183.06	(26.34 ha @ \$158.81/ha)
5.	Proportionate share for distribution to the Trustee of the Block 32 West Developers' Group as per Subsection 21.1.9	\$	14,577.19	(17.36 ha @ \$839.70/ha)
6.	Proportionate share for distribution to the Trustee of the Block 32 West Developers' Group as per Subsection 21.1.10	\$	9,386.52	(26.34 ha @ \$356.36/ha)
7.	Proportionate share for distribution to the Trustee of the Block 32 West Developers' Group as per Subsection 21.1.11	\$	2,212.56	(26.34 ha @ \$84.00/ha)
8.	Proportionate share for distribution to the Trustee of the Block 32 West Developers' Group as per Subsection 21.1.12	\$	305,570.72	(17.36 ha @ \$17,602.00/ha)

CITY OF VAUGHAN

SCHEDULE "N1"

CONSULTANT'S CERTIFICATE

DATE:

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

ATTENTION: DIRECTOR OF BUILDING STANDARDS

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



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 BUILDING STANDARDS

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 Development/Transportation Engineering

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 front 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.
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