

ATTACHMENT NO. 1 A)

CITY OF VAUGHAN CONDITIONS

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by Malone Given Parsons, MGP File 16-2492, dated June 7, 2019, (the 'Plan').
2. The lands within the Plan shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. The Owner shall pay any and all outstanding application fees to the Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall enter into a Subdivision Agreement with the City to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payment of development levies/charges, the provision of roads and municipal services, and landscaping and fencing. The said agreement shall be registered against the lands to which it applies.
5. The Owner shall agree in the Subdivision Agreement to convey any lands and/or easements, free of all costs and encumbrances, to the City that are necessary to construct the municipal services for the Plan, which may include any required easements and/or additional lands within and/or external to the Plan to the satisfaction of the City.
6. a) Prior to final approval of the Plan, the Owner shall enter into a Developers' Group Agreement with the other participating landowners within Block 55 East 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 55 East. The 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 acknowledges that cash-in-lieu of parkland shall be paid in accordance with Section 42 of the *Planning Act* and conform to the City's "Cash-in-lieu of Parkland Policy". If required, non-participating Owners shall be required, to pay additional cash-in-lieu to the City.

- b) Prior to final approval of the Plan, the Trustee for Block 55 East Landowners Group shall provide the City with a letter confirming the Owner has fulfilled all cost sharing and other obligations of the Block 55 East Cost Sharing Agreement.

7. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services, temporary and/or permanently built or proposed, that have been designed and oversized by others to accommodate the development of the Plan.
8. Prior to final approval of the Plan, the City and York Region shall confirm that adequate water supply and sewage treatment capacity are available and have been allocated to accommodate the Plan.
9. The road allowances included within the Plan shall be dedicated as public highways without monetary consideration and free of all encumbrances.
10. The Owner shall agree in the Subdivision Agreement to provide a Letter of Credit for the removal of the temporary turning circle to the satisfaction of the City.
11. Any dead end or open side of a road allowance created by this Plan shall be terminated in 0.3 m reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.
12. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City and/or York Region.
13. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes, which shall be granted to the appropriate authority(ies), free of all charges and encumbrances.
14. Prior to final approval of the Plan, a soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations of the report including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
15. Prior to the initiation of grading, and prior to the registration of the Plan, or any phase thereof, the Owner shall submit to the City for review and approval a detailed engineering report(s) that describes the storm drainage system for the proposed development within the Plan, which shall include:
 - a) plans illustrating how this drainage system will tie into the surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
 - b) the location and description of all outlets and other facilities;
 - c) stormwater management techniques which may be required to control

minor and major flows; and

- d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.

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

16. The Owner shall agree in the Subdivision Agreement that no Building Permit(s) will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the Plan.
17. The Owner shall include the following warning clause in all Agreements of Purchase and Sale/Lease for all purchasers and/or tenants for all lots/blocks within the Plan:
- (a) abutting or in proximity of any open space, valleylands, woodlots or stormwater facility:
- “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.”
- (b) abutting or in proximity of any open space, parkland or walkway:
- “Purchasers and/or tenants are advised that the lot abuts an “Open Space Area”, “Park” or “walkway” of which noise and lighting and/or vehicular or pedestrian traffic may be of concern due to the nature of the uses for active recreation.”
- (c) street ending in a dead end:
- “Purchasers and/or tenants are advised that the Street “A”, ending in a temporary hammerhead turn-around or cul-de-sac will be extended in the future to facilitate development of adjacent lands without further notice.”
- (d) encroachment and/or dumping:
- “Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park,

open space, woodlot and/or storm water management facility are prohibited.”

(e) gate of access point:

- “Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the open space, stormwater management facility, watercourse corridor, woodlot, and/or park is prohibited.”

(f) infiltration trench:

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

(g) Small Front Yard Lot a single driveway and sidewalk

“Purchasers and/or tenants are advised that small front yard lots with a single driveway and sidewalk may be limited to on lot parking opportunities.

(h) The warning clause Vaughan Council approved September 29th, 1997. with respect to “Tree Fees” shall be included in the Subdivision Agreement:

“Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of the Subdivision Agreement. A drawing depicting the conceptual location for boulevard trees is included as a schedule in 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 the purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of a residential dwelling”

- (i) "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) 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."

- (j) "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."

- (k) "Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan By-law 1-88, as amended, as follows:

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

| Lot Frontage | Max. Width of Driveway |
|-------------------------------|------------------------|
| 6 - 6.99m ¹ | 3.5 m |
| 7 - 8.99m ¹ | 3.75 m |
| 9 - 11.99m ¹ | 6 m |
| 12 m and greater ² | 9 m |

¹The Lot Frontage for Lots between 6 – 11.99 m 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.”

- (l) “Purchasers and/or tenants are advised that mail delivery will be from a designated community mail box as per requirements dictated by Canada Post. The location of the mail box shall be shown on the community plan provided by the Owner in its Sales Office.”
- (m) “Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the Plan of Subdivision and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants.”
- (n) “Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of Lots and Blocks abutting public lands, including highways, laneways, walkways or other public and open spaces is a requirement of this Subdivision Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

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

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

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

- (p) "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."

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

18. Prior to final approval of the Plan, the Owner shall make the necessary arrangements at the expense of the Owner for the relocation of any utilities required by the development of the Plan to the satisfaction of the City.
19. The Owner shall agree in the Subdivision Agreement to design, purchase material and install a street lighting system in the Plan in accordance with City standards and specifications. The Plan shall be provided with decorative street lighting to the satisfaction of the City.
20. The Owner shall agree that all lots or blocks to be left vacant shall be graded, seeded, fenced with temporary fencing maintained and signed to the satisfaction of the City to prohibit dumping and trespassing.
21. The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermain within the Plan after successful testing and connection to the potable municipal water system and continue until such time as determined by the City or until assumption of the Plan. In order to maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis as determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.
22. The road allowance included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 m reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.

23. Prior to final approval of the Plan and/or commencement of grading or construction, the Owner shall implement the following to the satisfaction of the City:
- a) Submit a Phase One Environmental Site Assessment ('ESA') report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan ('RAP'), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation ('O. Reg'.) 153/04 (as amended) or its intent, for the lands within the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City;
 - b) Should there be a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks ('MECP') document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition ('RSCs') filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan;
 - c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City; and
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
24. Prior to the conveyance of land and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:
- a) For all parks, open spaces, landscape buffers, and stormwater management pond block(s) in the Plan that are being conveyed to the City, submit a limited Phase Two Environmental Site Assessment ('ESA') report in accordance or generally meeting the intent of Ontario Regulation ('O. Reg'.) 153/04 (as amended) assessing the fill in the conveyance block(s) for applicable contaminants of concern. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed in consultation with the City. The implementation of the sampling and analysis plan shall be completed to the satisfaction of the City and shall only be undertaken following certification of rough grading but prior to placement of topsoil placement. Reliance on the ESA report(s) from the Owner's environmental consultant shall be provided to the City.;
 - b) If remediation of any portions of the conveyance block(s) is required in order to meet the applicable Standards set out in the Ministry of the

Environment, Conservation, and Parks ('MECP') document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of Record(s) of Site Condition ('RSCs') filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the entire conveyance block(s) where remediation was required;

- c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s); and
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
25. Prior to final approval of the Plan, the Owner shall submit an Environmental Noise Report to the City for review and approval. The preparation of the Noise Report shall include the ultimate traffic volumes associated with the surrounding road network according to the Ministry of Environment, Conservation and Parks Guidelines. The Owner shall convey any required buffer block(s) for acoustic barrier purposes, free of all costs and encumbrances to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved noise report to the satisfaction of the City.
26. The Owner shall agree in the Subdivision Agreement that Blocks 16 and 17 both inclusive shall not be developed until the temporary turning circle has been removed and shall be developed only in conjunction with the development of the abutting lands (future Draft Plan of Subdivision) to the west. The Owner shall not apply for a Building Permit and the City shall not issue a building permit for any unit in Blocks 16 and 17, both inclusive until the lands are combined to the satisfaction of the City.
27. Prior to final approval of the Plan, the Owner shall submit an updated Traffic Impact Study to the satisfaction of the City.
28. The proposed development cannot be developed until adequate access and municipal services are available to service the Plan or demonstrate that alternative arrangements have been made for their completion to the satisfaction of the City.
29. The Owner acknowledges that the final engineering design(s) may result in minor variations to the Plan (e.g. in the configuration of road allowances and lotting, number of lots, etc.), which may be reflected in the final Plan to the satisfaction of the City.
30. Prior to final approval of the Plan, the Owner shall submit to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor of all the lot and block

areas, frontages and depths in accordance with the approved Zoning By-law for all the lots and blocks within the Plan.

31. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the updated transportation report/plan and traffic management master plan, as approved by the City.
32. The Owner shall agree in the Subdivision Agreement to conduct a pre-construction survey which shall include, but not limited to, an inventory of the existing municipal right-of-way of First Nations Trail. The Owner shall provide a copy of this pre-construction survey to the City prior to commencement of construction. All driveways, fences, trees and any other private properties damaged during construction to be replaced/reinstated to original conditions or better at the Owner's expense, to the satisfaction of the City.
33. The Owner shall agree in the Subdivision Agreement that Street 'A' shall be developed and constructed with abutting lands to the east to provide access for Lots 1 to 6 all inclusive and Blocks 16 and 17. The Owner shall not apply for a Building Permit and the City shall not issue a building permit for the subject lots until Street 'A' is constructed or other arrangement have been made to the satisfaction of the City.
34. The Owner shall agree in the Subdivision Agreement that no Building Permit(s) shall be issued for any lots and/or blocks until the Owner's consulting engineer certifies, to the satisfaction of the City, that the lot grading complies with the City of Vaughan lot grading criteria and the driveway(s) as shown on the Plan submitted for the construction of the building(s) on the subject lots and/or blocks conform in terms of location and geometry (i.e. width, etc.) with the approved or amended and subsequently approved Construction Drawings.
35. The Owner shall convey the following lands to the City or TRCA, where appropriate, free of all charges and encumbrances:
 - i) Block 15 for storm water management purposes
 - ii) Blocks 10 to 13 inclusive for open space and buffer purposes
 - iii) Block 14 and 19 for future landscape vista purposes
 - iv) Block 20 for the purposes of Kirby Road widening
 - v) Block 18 for future right-of-way

Should Block 11 be conveyed to the TRCA, then an easement in favour of the City of Vaughan, for the purposes of accessing and maintaining the proposed trail will be provided on said block, to the satisfaction of the City

36. The Owner shall agree in the Subdivision Agreement to provide information on sustainable transportation, via various media, to all purchases and/or tenants within the Plan, including pedestrian, cycling facilities, transit routes, roundabouts, and carpooling and park-and-ride facilities (if applicable) to the

satisfaction of the Development Engineering Department.

37. Prior to the initiation of grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall prepare and implement a detailed erosion and sedimentation control plan(s) addressing all phases of the construction of the municipal services and house building program including stabilization methods, topsoil storage locations and control measures to the satisfaction of the City. The Owner shall prepare the erosion and sediment control plan(s) for each stage of construction (pre-stripping/earthworks, pre-servicing, post-servicing) in accordance with the Toronto and Region Conservation Authority ('TRCA') Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City.
38. Prior to the initiation of the grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall submit a top soil storage plan detailing the location, size, slopes stabilization methods and time period, for approval by the City. Top soil storage shall be limited to the amount required for final grading, with the excess removed from the site, and shall not occur on either the park, or school block(s).
39. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit a detailed hydrogeological impact study that identifies, if any, local wells that may be influenced by construction and if necessary, outline a monitoring program to be undertaken before, during and after construction of the subdivision.
40. The Owner shall agree in the Subdivision Agreement to inspect, evaluate and monitor all wells within the zone of influence prior to, during and after construction has been completed. Progress reports should be submitted to the City as follows:
 - a) A base line well condition and monitoring report shall be submitted to the City prior to the pre-servicing or registration of the Plan (whichever occurs first) and shall include as a minimum requirement the following tests:
 - i) Bacteriological Analysis: total coliform and E-coli counts;
 - ii) Chemical Analysis: Nitrate Test; and
 - iii) Water level measurement below existing grade;
 - b) In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing, the Purchaser, the Regional Health Department and the City within twenty-four (24) hours of the test results;
 - c) Well monitoring shall continue during construction and an interim report shall be submitted to the City for records purposes;

- d) Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the City prior to Completion Approval; and
 - e) If the private well systems in the zone of influence deteriorate due to the servicing of the Plan, the Owner will provide temporary water supply to the affected residents upon notice by the City. If the quantity and quality of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner will engage the services of a recognized hydro geologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the municipal watermain system.
41. The Owner shall convey, free of all costs and encumbrances, the required stormwater management block, (Block 15) based on the updated/revised SWM report to accommodate the required stormwater management controls, that may include additional lands and/or changes to the lotting pattern, to the satisfaction of the City.
42. Prior to final approval of the Plan, a Water Supply Analysis Report shall be submitted to the satisfaction of the City, which shall include a comprehensive water network analysis of the water distribution system and shall demonstrate that adequate water supply for the fire flow demands is available for the Plan and each phase thereof.
43. Prior to final approval of the Plan, the Owner shall agree that any additional lands required for public highway purposes, where daylight triangles do not conform to the City Standard Design Criteria, will be conveyed to the City, free of all costs and encumbrances.
44. 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 a copy of the fully executed Subdivision Agreement to the appropriate telecommunication provider.
45. Prior to final approval of the Plan, the Owner shall permit any telephone or telecommunications service provider to locate its plant in a common trench within the proposed Plan prior to release of the Plan for registration, provided such 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.

46. The Owner shall agree to notify both the Ministry of Tourism, Culture and Sport, and the City of Vaughan Development Planning Department immediately in the event that:
- a) archaeological resources are found on the property during grading or construction activities, to which the proponent must cease all grading or construction activities; and
 - b) where human remains are encountered during grading or construction activities, the Owner must cease all grading or construction activities. The Owner shall contact York Region Police, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Business Services.
47. The Owner shall agree in the Subdivision Agreement to decommission any existing wells and driveways on the Plan in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the City.
48. Prior to final approval, the Owner shall provide a detailed tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation based on the arborist report recommendations:
- In addition, the study shall quantify the value of the tree replacements using the Urban Design Tree Replacement Valuation outlined in the City's Tree Protection Protocol
 - The Owner shall not remove trees without written approval by the City
 - The Owner shall enter into a tree protection agreement in accordance with City Council enacted Tree By-law 052-2018, which will form a condition of the draft plan approval
49. Prior to the landscape plan review by Urban Design staff, a fee shall be provided by the Owner to the Development Planning Department in accordance with recent Council approved fee by-laws (commencing March 19, 2019); i.e. Tariff of Fees for Vaughan Planning Applications – Landscape Plan Review:
- This fee will include staff's review and approval of proposed streetscaping/landscaping within the development (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans

- In addition, a fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the development by the City of Vaughan
50. Prior to final approval, the Owner shall prepare an urban design brief. The document must articulate how the design and concept is consistent with the performance standards outlined in the Vaughan City-Wide Urban Design Guidelines and Vaughan City-Wide Official Plan. The document shall address but not be limited to the following issues:
- Landscape master plan; co-ordination of the urban design/streetscape elements
 - The appropriate landscaping within landscape buffer block #3 with low-maintenance plant material
 - The appropriate edge treatment along Jane Street and Highway 400.
 - Architectural control design guidelines
 - Sustainability design practices/guidelines
51. The Owner shall agree in the Subdivision Agreement to the following:
- All development shall proceed in accordance with the Council approved Block 55 East architectural design guidelines prepared by John G. Williams Limited, Architect
 - A control architect shall be retained at the cost of the Owner with concurrence of the City to ensure compliance with the architectural design guidelines
 - Prior to the submission of individual building permit applications, the control architect shall have stamped and signed drawings certifying compliance with the approved architectural guidelines
 - The City may undertake periodic reviews to ensure compliance with the architectural design guidelines. Should inadequate enforcement be evident, the City may cease to accept drawings stamped by the control architect and retain another control architect, at the expense of the Owner.
52. Prior to final approval, the Owner shall prepare a streetscape landscape master plan in accordance with the approved Block 55 East urban design guidelines. The master plan shall address but not be limited to the following issues:
- Co-ordination of the urban design/streetscape elements as they relate to the approved urban design guidelines including fencing treatments and street tree planting
 - Edge restoration along the open space lands.
 - The appropriate landscaping within the stormwater management pond block 15
 - The appropriate landscaping within the landscape vista blocks 14 and 19

53. Prior to final approval, the Owner shall agree in the Subdivision Agreement that all development shall proceed in accordance with the City of Vaughan Sustainability Metrics program.
 - The program shall present a set of metrics to quantify the sustainability performance of new development projects.
54. Prior to final approval, the Owner shall provide a buffer block abutting the open space lands in accordance with TRCA policies along residential lots and residential blocks
55. Prior to final approval, the Owner shall prepare a detailed edge management plan study for the perimeter of the open space lands. The study shall include an inventory of all existing trees within an 8 metre zone inside the staked edges, and areas where the open space edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval by the City.
 - The Owner shall provide a report for a 20 metre zone within all staked open space edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.
56. The Owner shall agree in the Subdivision Agreement to erect a permanent 1.5 metre high black vinyl chain-link fence or approved equal along the limits of the residential lots and blocks that abut the open space blocks and associated buffer blocks, the limits of the "Other Lands Owned by the Applicant" that abut open spaces blocks and buffers and along the limits of the residential lots that abut the stormwater management pond block.
57. The Owner shall agree in the Subdivision Agreement to erect permanent wood fence treatments for flanking residential lots and residential blocks; to be co-ordinated with the environmental noise report and architectural design guidelines.
58. Prior to final approval, the Owner shall prepare a landscape master plan to the satisfaction of the City, which shall address but not be limited to the following issues:
 - Cost estimates for the complete base works for a proposed multi-use recreational pathway from the Stormwater Management Pond Block (Block 15) through the Open Space Block 11 to the southern limit of the property.
 - Details on the location of the proposed base works for a proposed multi-use recreational pathway are to take into account existing vegetation and grades;
 - Details on drainage and any culvert crossing(s), if required

- Grading details
 - Assessment of impact on existing vegetation and proposed vegetation removals, if required and landscape restoration planting plan(s)
59. The Owner shall agree in the Subdivision Agreement to provide a soils report for all tree pits and planting beds throughout the subdivision to the satisfaction of the City.
60. Prior to the execution of the Subdivision Agreement, the Owner shall design and agree to complete base works for a proposed multi-use recreational pathway in accordance with an approved Landscape Master Plan, Streetscape and Urban Design Guidelines to the satisfaction of and at no cost to the City. The Owner shall agree to convey into public ownership lands within which the future multi-use recreational trail shall be located and constructed. The proposed base work in not to exceed 5% in grade and cross-slopes are not to exceed 2% in grade.
61. The shall pay to the City the applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, York Region, York Region District School Board and York Catholic District School Board.
62. Prior to final approval of the Plan, the Owner shall provide the City of Vaughan with a copy of a letter review from the Ministry of Tourism, Culture and Sport confirming that the Subject lands are considered to be free of archaeological concerns, that the report has been deemed compliant with Ministry requirements for archaeological fieldworks and reporting, and that it has been entered into the Ontario Public Register of Archaeological Reports to the satisfaction of the City.
63. The Owner shall update the Block 55 East Plan to reflect the Development to the satisfaction of the Development Planning Department and cause the following to be displayed on the interior wall of the sales office, information approved by the City of Vaughan, prior to offering any units for sale, to be monitored periodically by the City. No Building Permit(s) shall be issued for a sales office or model home, or a residential unit until such information is approved by the City of Vaughan.
- the plan for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines, etc.;
 - the location of street utilities, community mailboxes, entrance features, fencing and noise attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval;
 - the location of parks, open space, buffer blocks, stormwater management facilities and trails;
 - the location of institutional uses, including schools, places of worship, and

community facilities;

- the location and type of commercial sites;
- colour-coded residential for singles, semis, multiples, and apartment units; and
- the following notes in BOLD CAPITAL TYPE on the map:

“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, Vaughan, ON, L6A 1T1; (905) 832-8585.”

“For detailed grading and berming information, please call the developer’s engineering consultant, (name) at .”

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

[In such circumstances, the Owner is responsible for updating the map and forwarding it to the City for verification.]