

COMMITTEE OF THE WHOLE – NOVEMBER 21, 2005

AMALFI COURT, WOODBRIDGE

(Referred from the Council meeting of November 14, 2005)

Council, at its meeting of November 14, 2005, adopted the following:

That this matter be referred to the Committee of the Whole meeting of November 21, 2005 for additional information that has been requested of staff.

Report of the Commissioner of Engineering and Public Works dated November 7, 2005

Recommendation

The Commissioner of Engineering and Public Works recommends:

1. That winter road maintenance on Amalfi Court remain the responsibility of the Condominium Corporation; and,
2. That municipal waste management collection services continue to be provided in accordance with Section 15 (e) (ii) of the site plan agreement, and curbside collection services not be provided within this development.

Economic Impact

The costs to upgrade the municipal services would have an impact on the Capital Budget. In order for these municipal services to be brought up as close to possible, to the current municipal standards, these costs are estimated to be approximately \$75,000.00. Engineering Services staff have identified the following work as being required:

- The installation of subdrains under the curb-and-gutters
- The installation of new curb-and-gutters
- The installation of a new hydrant set

These costs do not include any changes to bring the sewerage system up to municipal standards.

The maintenance, repair and ultimate replacement of the municipal infrastructure within the development is the responsibility of the Condominium Corporation and therefore had no impact on future Operating budgets. The necessary resources have not been allocated and approved in the current budget.

Purpose

To report on the issues raised by the Amalfi Court residents as directed by Council.

Background - Analysis and Options

At its meeting on June 15, 2005 (Item 48, Report 39 of the Committee of the Whole) Council directed:

“That staff be directed to report on the issues raised respecting the 7.5 meter roadway including the provisions of the agreement signed at the time of development and the cost of an additional person on snow and waste removal vehicles.”

Amalfi Court is a 7.5 meter wide private thoroughfare constructed under the terms of the Development Agreement, DA 99-006 (see Attachment No. 2). The development is a private Condominium Corporation within the Regional Municipality of York under the Condominium Act.

The City still holds a municipal services letter of credit with respect to this development in the amount of \$60,000.00.

The Site Plan Agreement stipulates the following in Sect. 15:

e (i), "All snow removal and other maintenance services shall be the responsibility of the Owner/Condominium Corporation".

e) (ii), "Garbage shall be picked up by the City provided a common garbage area is designated on the site in a vicinity near the entrance to the development. The exact location of the common garbage area shall be determined by the Public Works Department, Solid Waste Management Division".

g), "Snow storage shall be included on site".

h), "On street parking shall not be permitted on the 7.5m road and purchasers shall be advised by the inclusion of a warning clause to this effect in all purchase and sale agreements".

i), "The road allowance shall remain as a private road".

Engineering staff have conducted site inspections to determine if the municipal services within the boundaries of the development have been constructed in accordance with City of Vaughan Engineering Department Standards. Staff provide the following comments:

Operations and Maintenance Issues:

- There is no turning circle or hammerhead at the west limit of the road. Consequently, snowplows and garbage trucks would be forced to back into or out of the development, creating an unsafe situation. In accordance with the conditions of the site plan agreement, waste and blue box materials are currently collected at a common location by the City's contractors at the curb on Martin Grove Road. The estimated additional cost for door-to-door collection would be approximately \$4,000 for 2006. This cost represents the cost to provide an additional staff person to assist the drivers in reversing in/out of the development. These costs will increase in subsequent years with the full integration of organics collection.
- The narrow roadway would require smaller equipment for snow clearing and regular removal of snow from the site. This is because streetscaping features, private walkways, narrow lots and private ownership to the curb have eliminated the opportunity to use the standard sized snow ploughing equipment, and has resulted in no on-site snow storage. The cost to provide municipal winter road maintenance services to this location using smaller vehicles would be approximately \$9,000 per winter season.
- An easement in favour of the City would be required across the lots to access the storm and sanitary sewer systems. Easements would also be required to permit City access to the water shut off valves that are situated behind the curb. The costs associated with establishing easements are undetermined at this time and involve legal and registry issues.
- Utilities may or may not be designed and constructed in accordance with City Standards. The streetlight posts are leaning, and would require straightening. Luminaires would require ongoing City maintenance.

Engineering Design Issues:

- The road has been constructed with barrier curb-and-gutter at a nonstandard width of 7.37m, curb-to-curb; the minimum City standard road width with parking on one side is 8.0m. The road has no City Standard sub-drains and no boulevards.
- There is no defined road allowance within the development. There is insufficient room to establish a minimum standard road allowance of 17.5 metres.

- The average boulevard width to the base of the steps to the homes is 1.6 metres on each side of the road pavement. Widening the existing pavement to the 8 metres required to provide for parking would reduce the boulevards by a total of 0.63 metres.
- Because Amalfi Court is private property, there was no requirement that the Engineering Department inspect road and municipal infrastructure construction. The City has not received certification from the Owner's Consultant as to the structural composition of the road, therefore, staff is unable to determine compliance with City standards at this time.
- An additional fire hydrant would need to be installed in order to meet current City Design Criteria for hydrant spacing.
- The existing Martin Grove Road pavement configuration presently accommodates the northbound left turn lane into the Weston Produce Plaza only. Road geometrics do not provide sufficient pavement width for a left turn vehicle lane for Amalfi Court. As well, a left turn lane is not warranted based on anticipated low volumes and may also impose operational conflicts with the nearby Weston Produce Plaza entrance.
- The sanitary and storm sewerage, water and electrical system may not be built to municipal standards, requiring costly changes to current maintenance procedures and practices.

Emergency Services Issues:

- As stated in the Site Plan agreement, there is no on-street parking allowed. There would be insufficient room for vehicles to access driveways with parked vehicles on the street. Six metres of clear roadway width is required for Fire and Rescue Services. Appropriate "No Parking – Fire Route" signage is required. Further EMS access could be impaired with on-street parking and lack of an adequate turnaround.

While it may be feasible to upgrade some of the deficiencies to City Standards (eg: new subdrains, additional hydrant) at an estimated cost of \$75,000.00, it is not possible to upgrade the other municipal services infrastructure, ie: watermain, sanitary and storm sewers, etc. to current City Standards.

Relationship to Vaughan Vision 2007

This report is consistent with the priorities established by Council.

Conclusion

Based on staff's review, it is recommended that the City of Vaughan not provide municipal services i.e. waste collection or road maintenance, within the Amalfi Court development. Waste collection services will continue to be provided in accordance with the Site Plan Agreement.

Attachments

1. Location Map
2. Site Plan Agreement

Report Prepared by

Bill Gould, C.Tech., Senior Engineering Assistant, ext. 3112
 Tom Ungar, P. Eng., Design Engineer, ext. 3110
 Rob Meek, C.E.T., Manager of Environmental and Technical Services, ext 6100

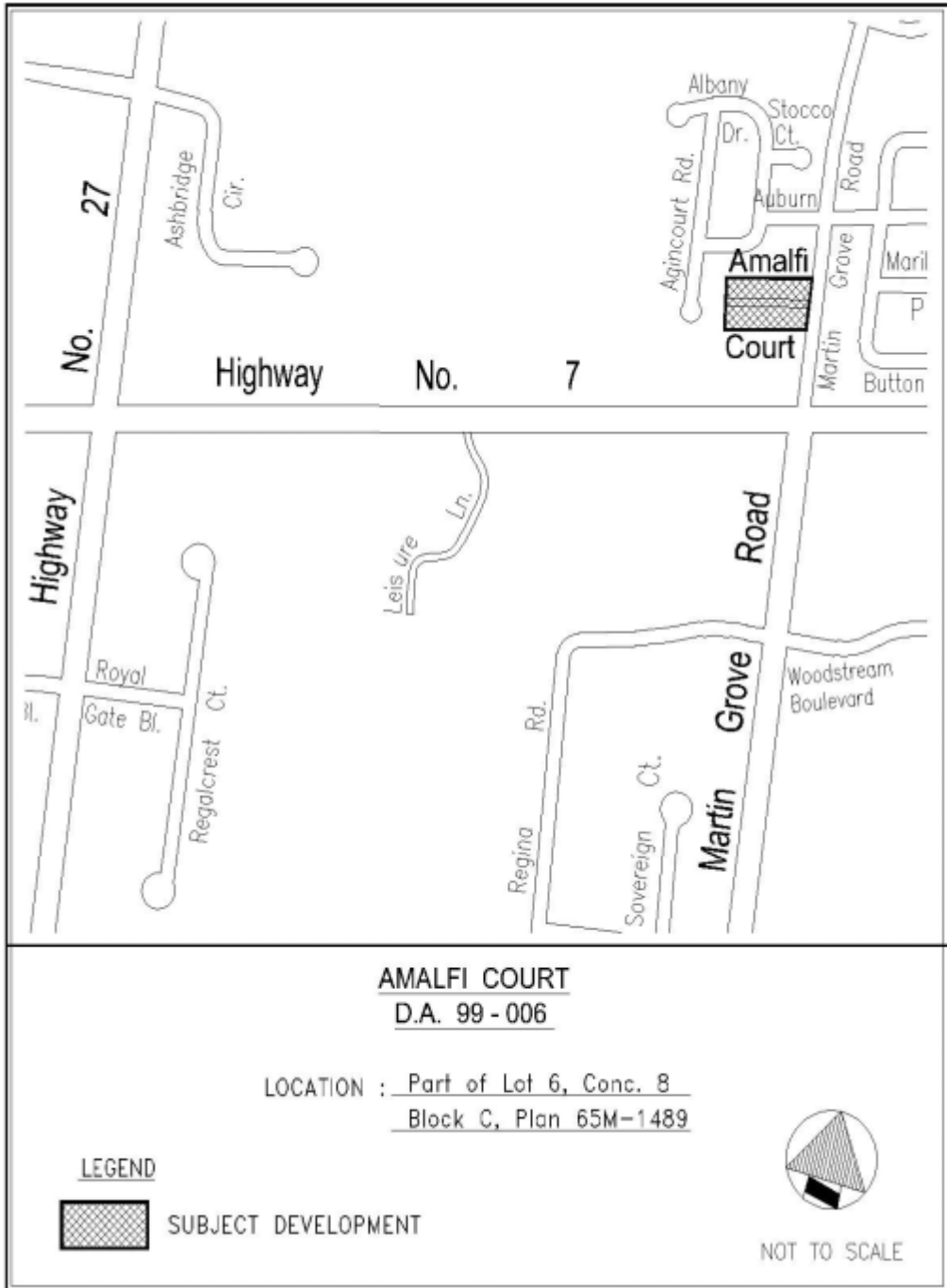
Respectfully submitted,

Bill Robinson, P. Eng.,
 Commissioner of Engineering and Public Works

Gary P. Carroll, P. Eng.,
 Director of Engineering Services

:BG

ATTACHMENT No. 1



AMALFI COURT D.A. 99 - 006

LOCATION : Part of Lot 6, Conc. 8
Block C, Plan 65M-1489

LEGEND



SUBJECT DEVELOPMENT



NOT TO SCALE

SITE PLAN AGREEMENT

THIS AGREEMENT DATED THE 13 DAY OF July 2000
THE CORPORATION OF THE CITY OF VAUGHAN
AGREEMENT MADE PURSUANT TO
SECTION 41 OF THE PLANNING ACT

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN
hereinafter called "Vaughan"
OF THE FIRST PART

- and -

1231257 ONTARIO LIMITED
hereinafter called the "Owner"
OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands in the City of Vaughan, being Block C,
Plan M-1489.

AND WHEREAS Council has enacted By-law Number 355-98 designating the whole of the
Municipality of the City of Vaughan as a Site Plan Control Area;

AND WHEREAS this Agreement is entered into pursuant to Section 41 of the Planning Act,
R.S.O. 1990;

NOW THEREFORE, in consideration of the premises, the Owner and Vaughan hereby
mutually covenant and agree as follows:

GENERAL CONDITIONS

1. The lands subject to this Agreement, hereinafter referred to as "the lands", are situate in the City of Vaughan in The Regional Municipality of York, being: Block C, Plan M-1489.
2. The Owner shall develop the lands in accordance with Schedules "A", "B", "B1", "C", "C1" and "D", "D1", "D2", "D3", "D4" and "D5", attached hereto, and shall not use any area of the lands for any purpose other than the use designated on the said Schedules.
3. Prior to issuance of a building permit the Owner shall ensure completion of all conditions required by Schedule "X".
4. The Owner shall complete and maintain all building elevations in accordance with Schedules "D", "D1", "D2", "D3", "D4" and "D5", attached hereto.

5. The Owner shall complete grading, sodding, landscaping, fencing, parking, and curbing shown on Schedules "A", "B", "B1", "C" and "C1" within three (3) months of the date of the first occupancy of the building(s). If occupancy occurs between November 1 and April 30, completion is required within two (2) months of April 30. Vaughan Engineering Department in conjunction with Vaughan Urban Design + Environment Department may waive the provision with regard to sodding and landscaping if adverse weather conditions or material shortages exist.

6. Prior to release of the Letter of Credit the Owner shall ensure completion of all conditions required by Schedule "Y".

7. All outside lighting erected on the lands shall be diffused and directed downward and inward from adjacent land uses and public streets. If, in the opinion of Vaughan Engineering Department or other authorities having jurisdiction over adjacent residential areas and public streets, lighting shields are necessary to stop direct peripheral lighting to such areas and streets, then the Owner shall erect same forthwith.

8.i) Should the development of the lands, in accordance with this Agreement, require the installation of services on or access over a public road allowance or public lands, the Owner shall restore the road allowance or lands to their former condition and shall repair all damage to the satisfaction of the Vaughan Engineering Department. Should the Owner fail to restore the affected area when required by and to the satisfaction of Vaughan, the work may be done by Vaughan at the Owner's expense.

8.ii) The Owner shall keep all public and private lands, roads, sidewalks and public rights-of-way used for access or adjacent to the lands in good, mud and dust free condition and free from debris, junk, rocks, refuse, rubbish, litter, fill and building and servicing materials during the construction of services and buildings.

8.iii) The Owner shall maintain all roadways, sidewalks, ditches, catch-basins, watermain, storm and sanitary sewers and appurtenances adjacent to the lands clean and free from disturbance by site development operations during the construction of services and buildings.

8.iv) In the event the Owner fails to comply with Subsections 8.i), 8.ii) and 8.iii) to the satisfaction of Vaughan, the Vaughan Engineering Department may, after 24 hours written notice, undertake the work that it deems to be necessary at the expense of the Owner. In the case of an emergency as determined by the Vaughan Engineering Department, the work may be undertaken without notice. The Owner shall pay to Vaughan immediately upon receipt of a written demand, any expense including engineering fees and administration costs in making the said repairs. The Owner shall pay Vaughan within 30 days of demand and, if payment is not made, Vaughan may recover its charges from the Letter of Credit.

9. The lands shall be serviced by underground hydro. The Owner shall construct the facilities and appurtenances to the satisfaction of the Vaughan Hydro Electric Commission.

10. Prior to commencement of work on the lands, the Owner shall arrange a site meeting with representatives of the Vaughan Engineering Department to advise Vaughan of the intended construction schedule, contact names and telephone numbers and details of means to protect and keep clean roadways, municipal services and properties beyond the lands.

11. The Owner shall control and minimize erosion on-site and in downstream areas during and after construction. The Owner shall install and maintain siltation and erosion control devices at its expense. Following completion of construction, and establishment of adequate ground cover to prevent erosion, the Owner shall remove the foregoing devices.

12. The Owner shall install and maintain paved construction access to the lands. Any sidewalk adjacent to the lands shall be maintained in a safe and useable condition by the Owner for the duration of the construction.

13. The Owner shall pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% of the value of the subject lands, prior to the issuance of a Building permit, in accordance with the Planning Act. The Owner shall submit an appraisal of the subject lands prepared by an accredited appraiser for approval by the Vaughan Legal Department, Real Estate Division, and the approved appraisal shall form the basis of the cash-in-lieu payment.

14. The Owner shall indemnify and save harmless Vaughan and/or its employees from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this Agreement, save and except for damage caused by the negligence of Vaughan or its employees. Upon execution of this Agreement, the Owner shall file a certificate with Vaughan Clerks Department, showing that the Owner is carrying public liability insurance in an amount specified in Schedule "X", attached hereto, and that Vaughan is named as a co-insured. The said Insurance Certificate shall remain in effect until such time as the Letter of Credit is released by Vaughan.

SPECIAL CONDITIONS

15. a) PRIOR TO BUILDING PERMIT
- (i) Prior to the issuance of a building permit for all units within the plan, 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. 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 or Block without the consent of the City.

- (ii) The dwelling units 1, 10 and 11 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 61 dBA 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 any of the said units unless the building plans include central air conditioning.

b) PRIOR TO TRANSFER

- (i) Prior to the transfer of all units within the plan, a noise consultant shall certify that the dwelling complies with the noise control features in the approved Noise Report. The certificate shall be submitted to the Director of Building Standards.

- (ii) No part of any noise attenuation feature or any other fence shall be constructed partly or entirely on or within any public highway, park or open space unless otherwise shown on the approved Construction Drawings. Fences adjacent to public lands shall be constructed entirely on private lands. The maintenance of the noise attenuation feature or fencing on private property 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.

The maintenance of the noise attenuation feature or fencing on public property shall be the responsibility of the City 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 City.

- (iii) Prior to the transfer of all units within 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 dwelling. No building permit shall be issued until the Owner

has provided satisfactory proof that a restriction has been required that prevents 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.

- (iv) Prior to the transfer of all units the Owner shall have constructed an acoustic barrier along the property lines and on the mall roof immediately south of the property as identified in the approved noise report and as shown on the approved Construction Drawings.
- (c) "The dwelling units 1, 10 and 11 have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria."
- (d) "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units 1 and 10, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound level exceeds the Municipality's and the Ministry of Environment's noise criteria."
- (e)
 - i) All snow removal and other maintenance services shall be the responsibility of the Owner/Condominium Corporation.
 - ii) Garbage shall be picked up by the City provided a common garbage area is designated on the site in a vicinity near the entrance to the development. The exact location of the common garbage area shall be determined by the Public Works Department, Solid Waste Management Division.
- (f) All landscaping shall be the responsibility of the Owner/Condominium Corporation, including the landscaping on Martin Grove Road.
- (g) Snow storage shall be included on site.
- (h) On street parking shall not be permitted on the 7.5 m road and purchasers shall be advised by the inclusion of a warning clause to this effect in all purchase and sale agreements.
- (i) The road allowance shall remain as a private road.
- (j) The Owner shall provide Vaughan Hydro with a blanket easement through the subject lands.

REGISTRATION OF AGREEMENT

16. This Agreement, with the Schedules thereto, shall be registered upon the title to the lands. The covenants, agreements, conditions, and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it, its successors, or assigns as owners from time to time. The Owner hereby appoints its successors or assigns as its attorney and agent with full authority to enter into any agreement with Vaughan to amend this Agreement in any way that is mutually agreeable. Prior to registration of this agreement the Owner shall pay to Vaughan Clerks Department all costs to register this Agreement. The Owner further agrees to pay to Vaughan Clerks Department any further costs incurred by Vaughan as a result of the registration of this or any other document pursuant to this Agreement.

PERFORMANCE AND MAINTENANCE GUARANTEE

17. Upon the execution of this Agreement, the Owner shall file a Letter of Credit in a format satisfactory to the Vaughan Finance Department in the amount specified in Schedule "X", attached hereto, to guarantee completion of the works under this agreement and restoration and cleanup of abutting private lands, public lands and municipal services that may have been disturbed or damaged by the construction of the works referred to in this Agreement. The Letter of Credit shall also guarantee the completion of any works in the road allowance of affecting adjacent public and private lands. If the Owner fails to complete all of the works within one year from the date hereof, then Vaughan may draw upon the Letter of Credit for its estimate of the cost of completing the work and enter upon the lands for that purpose. In the event that the Letter of Credit is not sufficient to cover such expenses, Vaughan may recover the deficit by action against the Owner or in like manner as municipal taxes owing upon the lands. In the event that the Owner is delayed in substantially completing the said works by any act beyond its reasonable control and without limiting the generality of the foregoing by reason of unavailability of building permits, adverse weather conditions, labour disputes, strikes and lockouts, national shortages, acts of God or the Queen's enemies, riots, insurrection or damage by fire, lightning or tempest, the date set for the substantial completion and agreed to by Vaughan shall be automatically extended by a period of time equal to such delay. The Letter of Credit shall be kept in force by the Owner until it has fulfilled all of its obligations under this Agreement. If the Vaughan Finance Department is not provided with a renewal of the Letter of Credit required by this Agreement at least thirty (30) days prior to its expiration, it may draw the funds secured by such Letter of Credit and hold them on the same basis as it held the Letter of Credit.

18. The Owner shall complete and maintain all of the works required to be done, as set out in this Agreement, to the satisfaction of Vaughan and if in default thereof the provisions of Section 326 of the Municipal Act, R.S.O. 1990, c.M. 45 shall apply.

19. The provision of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

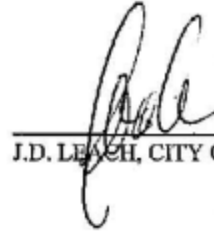
In Witness Whereof the parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers on that behalf or their hand and seal as the case may be.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE CITY OF
VAUGHAN

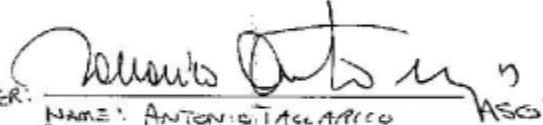


L. D. JACKSON, MAYOR MICHAEL DI BIASE
ACTING MAYOR



J.D. LEACH, CITY CLERK

1231257 ONTARIO LIMITED



PER: NAME: ANTONIO TAGLIARICO ASG
POSITION: SECRETARY TREASURER
(print signing officer's name and position below
signature)

I HAVE THE AUTHORITY TO BIND THE
CORPORATION

(FILE DA.99.006)

SCHEDULE X

BUILDING PERMIT CONDITIONS

The Owner shall ensure the conditions listed in this schedule are fulfilled to the satisfaction of the following Departments:

1. **Vaughan Building Standards Department.**
 - a) Plans submitted with the Building Permit Application(s) shall indicate all proposed fire routes in accordance with Vaughan's By-law 1-96.
 - b) The Owner shall provide certification from the Vaughan Hydro-Electric Commission that the financial requirements of the Hydro-Electric Commission have been satisfied.
 - c) The Owner shall provide confirmation of application to Vaughan Engineering Department for the installation of any water or sewer services or curb cuts required in the public road allowance as shown on Schedule "B" and "B1". Such services or curb cuts shall be completed by Vaughan at the Owner's expense.
 - d) A Noise Consultant shall certify that the building plans submitted with the Building Permit Application(s) are in accordance with the noise control features recommended by the noise report by LOG BASE 10 Engineering, dated December 2, 1999.
2. **Vaughan Clerks Department:**
 - a) The Owner shall provide proof of liability insurance in an amount of not less than \$2,000,000.00.
 - b) The Owner shall provide a Letter of Credit in a format satisfactory to the Vaughan Finance Department in the amount of \$60,000.00.
 - c) The Owner shall provide confirmation that cash-in-lieu of parkland dedication equivalent to 5% of the appraised value of the subject lands, in accordance with the Planning Act, has been paid by certified cheque.
3. **Vaughan Finance Department**
 - a) The Owner shall pay all taxes as levied to the satisfaction of the Vaughan Finance Department.
 - b) 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 pursuant to the Development Charges Act. The Engineering Service component of the Development Charge shall be paid immediately upon entering into a Site Plan Agreement. The balance of the Development Charges are payable on the date a building permit is issued at the date in effect at that time less applicable credits, if any.

SCHEDULE Y

LETTER OF CREDIT CONDITIONS

Prior to the release of the Letter of Credit, the Owner shall fulfil the conditions set out in this schedule, to the satisfaction of Vaughan. The Owner shall arrange for an inspection of the lands through the Vaughan Finance Department. **OWNERS ARE ADVISED** that Urban Design, Engineering and Building Standards Departments will conduct **TWO** inspections each, pursuant to this paragraph. **A non-refundable fee of \$100.00** must be paid to the Vaughan Finance Department prior to each additional inspection by any of the above mentioned Departments. Upon completion of all works required by this agreement and rectification of all deficiencies, to the satisfaction of the City Departments noted in this schedule, the Letter of Credit may be released by the Finance Department, subject to any adjustment for outstanding inspection fees.

1. Vaughan Fire Department:

a) The Owner shall erect signs, to the satisfaction of the Vaughan Fire Chief and in accordance with Vaughan's By-law 1-96, on all fire routes as determined by the Fire Chief based on the building plans.

2. Vaughan Engineering Department:

a) The Owner shall complete all drainage works in accordance with Vaughan Standards and as shown on the engineering plans approved and signed by the Director of Vaughan Engineering, and filed in the Vaughan Building Standards Department. The Owner shall maintain all said works so that the post-development storm water flows do not exceed the allowable out flow from the site as approved by the City. These works shall include all components necessary to incorporate roof top storage where applicable. In the event that the Owner fails to fulfill its obligation in this matter, Vaughan may construct the appropriate works to control the storm water runoff from the lands to within the allowable limits at the Owner's expense and the Owner hereby waives for damages which may result from the construction of such works by Vaughan.

b) If the information on the said Schedules is incorrect, the Owner shall complete the grading in a manner satisfactory to Vaughan Engineering Department. Prior to the release of the Letter of Credit, the Owner shall submit to Vaughan Engineering Department an "as built" site plan approved by Vaughan Engineering Department and a Professional Engineer as defined by the Professional Engineers Act, and certificate from a noise consultant certifying that the recommended noise attenuation measures have been implemented in the development in accordance with the noise report noted in this agreement.

3. Vaughan Hydro-Electric Commission:

a) The Owner shall service the lands by underground hydro. The Owner shall construct the facilities and appurtenances to the satisfaction of the Vaughan Hydro Electric Commission.

4. Vaughan Building Standards Department:

- a) The Owner shall complete and maintain all building elevations in accordance with Schedules "D1", "D2", "D3", "D4" and "D5", attached hereto.
- b) A Noise Consultant shall certify to the Director of Building Standards that the dwelling(s), as constructed, complies with the noise control features recommended in the Noise Report, prepared by LOG BASE 10 Engineering, dated December 2, 1999.

5. Vaughan Department of Urban Design and Environment:

- a) The Owner shall complete all landscaping in accordance with Schedules "C" and "C1", attached hereto, and shall maintain all landscape work in a healthy and growing state. The Owner shall replace any unsatisfactory landscape components and/or plant material not in a healthy or growing state as soon as possible and prior to any inspection by the Department of Urban Design.
- b) The Owner agrees to protect existing trees to be retained and maintained during construction. All tree protection measures are to be in accordance with Schedules "C" and "C1", attached hereto, and the Owner shall replace any trees that have died on a "per caliper basis", to the satisfaction of the Department of Urban Design.
- c) Prior to any landscape inspection by the Department of Urban Design, for the purpose of release of a Letter of Credit, the Owner shall submit a letter, signed by the landscape architectural consultant, certifying that all landscape work has been completed in accordance with Schedules "C" and "C1", attached hereto.
- d) Prior to the release of the letter of Credit the Owner shall prepare and submit Details of the Entry Gate Features to the satisfaction of the Department of Urban Design.