

2055 Kennedy Road – Official Plan, Zoning & Subdivision Applications – Final Report

Date:	November 12, 2007
To:	Scarborough Community Council
From:	Director, Community Planning, Scarborough District
Wards:	Ward 40 – Scarborough-Agincourt
Reference Number:	File Nos. 06 186899 ESC 40 OZ and 06 186819 ESC 40 SB

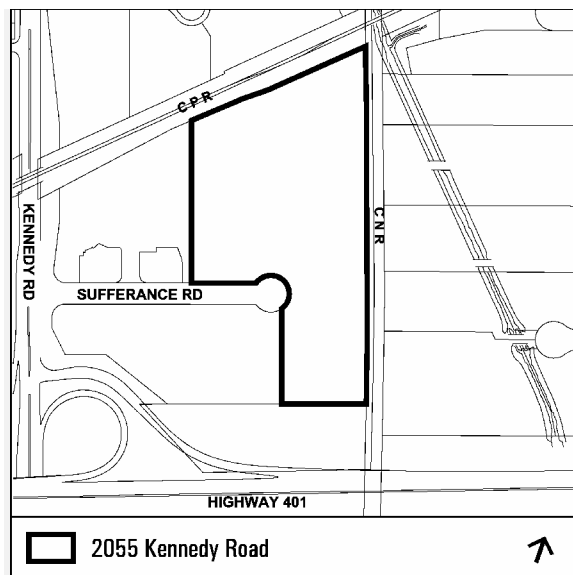
SUMMARY

The above-noted applications propose amendments to an existing draft approved plan of subdivision, for a new mixed-use community, and related amendments to the official plan and zoning by-law for the lands located at 2055 Kennedy Road.

The proposed draft plan of subdivision includes the easterly extension of Sufferance Road, a new local road network, the creation of six development blocks, a public park and lands for a future transit terminal. The total density of development and the number of dwelling units remains the same as previously approved by the Ontario Municipal Board. Community benefits which were previously secured have also been maintained.

This report reviews and recommends approval of the proposed draft plan of subdivision and associated applications to amend the official plan and zoning by-law.

The proposed amendments represent good planning and will result in a development that is appropriate for the site and area.



RECOMMENDATIONS

The City Planning Division recommends that:

1. City Council amend the Official Plan substantially in accordance with the draft official plan amendment attached as Attachment No. 6.
2. City Council amend the Employment Districts Zoning By-law No. 24982 of the former City of Scarborough substantially in accordance with the draft zoning by-law amendment attached as Attachment No. 7.
3. City Council authorize the City Solicitor to make such stylistic and technical changes to the draft official plan amendment and/or draft zoning by-law amendment as may be required.
4. Before introducing the necessary Bills to City Council for enactment, require the owner to revise the Metrogate Agincourt Development Urban Design Guidelines to the satisfaction of the Chief Planner.
5. City staff continue to work with the applicants to explore alternate approaches to storm water management and that City Council authorize associated encumbrances to the public park, provided they are to the satisfaction of the Executive Director, Technical Services, the General Manager, Parks Forestry & Recreation and the Chief Planner.
6. City Council recommend to the Chief Planner that the draft plan of subdivision be approved, generally as illustrated on Attachment No. 1, subject to:
 - (i) the conditions as generally listed in Attachment No. 8 , which except as otherwise noted, must be fulfilled prior to the release of the plan of subdivision for registration of any phase thereof; and
 - (ii) such revisions to the proposed subdivision plan or such additional or modified conditions as the Chief Planner may deem to be appropriate to address matters arising from the ongoing technical review of this development including matters related to storm water management and park conveyance and encumbrances.
7. Authorize the City Solicitor to amend the existing S. 37 agreement as necessary to reflect any needed changes which result from the ongoing review of the specific terms and conditions related to the required community benefits.

Financial Impact

The recommendations in this report have no financial impact.

DECISION HISTORY

In 2005, the Ontario Municipal Board (OMB) approved official plan and zoning by-law amendments, and a draft plan of subdivision, proposed by 1309230 Ontario Limited (Canderel Stoneridge Equity Group) to permit the development of a new mixed use community on the subject lands. The approvals permit a maximum of 2,100 residential dwelling units; a new local road network; a 1.7 acre central public park; office and retail uses; and lands for a future transit terminal.

Section 37 community benefits were also agreed to, as discussed further in this report, and are secured in the OMB approved zoning by-law and within a registered agreement.

Detailed urban design guidelines, based upon Canderel's concept Master Plan, were also developed and are intended to guide the design of the community and be used when evaluating individual site plan approval applications.

On June 11, 2007, Scarborough Community Council approved a staff report (<http://www.toronto.ca/legdocs/mmis/2007/sc/bgrd/backgroundfile-4926.pdf>) recommending that Sufferance Road be renamed "Village Green Square".

By-law No. 1007-2007, officially renaming the street, was passed by City Council on September 27, 2007. For the purposes of this report and the related attachments, however, it has still been referred to as Sufferance Road.

ISSUE BACKGROUND

Proposal

The applicants have applied to amend the draft approved plan of subdivision to implement a revised local road network and resulting changes to the various development blocks and public park block (see Attachment No. 1). A previously proposed office block, on the south side of Sufferance Road, is no longer proposed.

No changes to the overall permitted density of development, number of dwelling units, size of the park block or previously agreed upon community benefits are proposed.

Site and Surrounding Area

The subdivision lands are approximately 6.77 hectares (16.7 acres) in area and are located on Sufferance Road, east of Kennedy Road and north of Highway 401. The site was previously occupied by the Toronto Sufferance Transit Terminal (TSTT). A temporary sales centre is presently located on the site.

Sufferance Road presently terminates in a cul-de-sac, approximately at the mid-point of the site.

Abutting uses are as follows:

North: The Canadian Pacific Railway (CPR) line.
South: Highway 401.
East: GO Transit (Stouffville line) / CN rail line.
West: Eleven storey hotel (Delta Hotel) on the south side of Sufferance Road and a 12 storey office building (Carswell Thomson) on the north side of Sufferance Road.

Provincial Policy Statement and Provincial Plans

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS sets the policy foundation for regulating the development and use of land. The key objectives include: building strong communities; wise use and management of resources; and, protecting public health and safety. City Council's planning decisions are required to be consistent with the PPS.

The Growth Plan for the Greater Golden Horseshoe provides a framework for managing growth in the Greater Golden Horseshoe including: directions for where and how to grow; the provision of infrastructure to support growth; and protecting natural systems and cultivating a culture of conservation.

City Council's planning decisions are required by the Planning Act, to conform, or not conflict, with the Growth Plan for the Greater Golden Horseshoe.

Official Plan

The subdivision lands are designated "Apartment Neighbourhoods", "Parks" and "Employment Areas" on the Land Use Plan (see Attachment No. 3). As previously mentioned, the various blocks were designated based upon the concept Master Plan proposed by Canderel Stoneridge.

The lands are also subject to the policies of the Agincourt Secondary Plan. Site and Area Specific Policy No. 5 in the Agincourt Secondary Plan applies which, among other matters, permits a maximum density of development of 3.0 times the lot area and 2,100 dwelling units. Detached and semi-detached dwellings are not permitted. The proposed new local road is shown on the Urban Structure Plan.

Zoning

The lands are subject to the provisions of the Employment Districts Zoning By-law No. 24982 (South Agincourt), as amended, of the former City of Scarborough.

The various blocks proposed for residential development are zoned Commercial / Residential Zone (CR). Blocks proposed for office/retail uses are zoned Special District

Commercial Zone (SDC) and the central park is located within a Parks Zone (see Attachment No. 4). The zoning implements the land use and density permissions established in the official plan and also assigns maximum height and density permissions for each development block based upon the original Master Concept Plan for the community.

Site Plan Control

All of the subdivision lands are located within a site plan control area. Development is intended to occur in phases and individual site plan approvals will be required on each block prior to development proceeding. Site plans are required to have regard for the design guidelines for the subdivision.

Reasons for Applications

The revised local road network results in changes to the shape and location of the various development blocks and the park block. Existing official plan designations and zoning are based on the street pattern and development blocks originally approved. As a result, in addition to revisions to the draft approved plan of subdivision and conditions of approval, amendments to the official plan and zoning by-law are also required.

Community Consultation

A community consultation meeting was held on February 20, 2007. The Ward Councillor, City staff, the applicants and their consultants were present. No members of the public attended.

Agency Circulation

The application was circulated to all appropriate agencies and City divisions. Responses received have been used to assist in evaluating the applications and to prepare the required official plan and zoning by-law amendments and conditions of draft plan of subdivision approval.

COMMENTS

Provincial Policy Statement and Provincial Plans

The proposal is consistent with the Provincial Policy Statement. Among other matters, it will provide for an efficient development pattern and use of land, adequately address environmental issues associated with the redevelopment of this brownfield site, add to the City's supply and diversity of housing, provide for employment opportunities, utilize public infrastructure and services efficiently and promote the use of public transit.

For these same reasons, the proposal conforms and does not conflict with the Growth Plan for the Greater Golden Horseshoe.

Land Use

The proposal will result in the development of a mixed use, predominately residential community, as previously proposed.

As noted earlier, a previously proposed office block on the south side of Sufferance Road, which is currently designated as “Employment Areas” in the Official Plan, has been deleted from the draft plan of subdivision. Some retail space, however, is proposed within the development on this block. Employment opportunities remain within the subdivision given Block 11 will remain designated “Employment Areas” and the draft official plan and zoning by-law amendments restrict residential gross floor area to a maximum of 2.5 times the site area.

Density

No increase in the density of development from what was previously approved is proposed. An overall development density equal to three times the site area and a maximum of 2,100 dwelling units are proposed. The maximum residential development density is 2.5 times the site area as noted above. These density permissions are established in the draft official plan amendment (Attachment No. 6) and further detailed in the draft zoning by-law amendment (Attachment No. 7).

Urban Design Guidelines and Master Plan

The existing Canderel Stoneridge Agincourt Centre Redevelopment Urban Design Guidelines are based upon the previous draft plan of subdivision and concept Master Plan. The guidelines are focused on the design principles of creating a continuous network of streets, focusing on open space and greenway connections, and defining clearly articulated development blocks.

A new Master Plan and revised design guidelines (Metrogate Agincourt Redevelopment Urban Design Guidelines) have been submitted which depict the proposed new local road pattern, reconfigured park and development blocks (see Attachment No. 2). The guidelines, which have not been finalized, contain recommended building heights, massing and setbacks. All planning approvals are required to have regard for these guidelines.

The desired relationship between the park block and the abutting townhouse block has not been finalized. Since this has zoning implications, it is recommended that the required Bill for the zoning by-law amendment not proceed to City Council until this matter has been satisfactorily resolved.

Roads

The extension of Sufferance Road eastwards to the property line with the CNR / GO Transit railway tracks and a new local road network are proposed.

Technical review of the applications has indicated that an at-grade or elevated crossing of Sufferance Road at the CNR / GO Transit tracks is not required by TTC for bus service to the east to connect to Midland Avenue. In addition, GO Transit advises that an at-grade crossing would pose significant technical and safety concerns for both their existing and future operations and to the proposed development. City staff agree with both agencies. As a result, the draft official plan amendment deletes the planned extension of Sufferance Road easterly from the tracks to Midland Avenue, via Emblem Court, as presently shown in the Agincourt Secondary Plan.

The new local road network north of Sufferance Road provides access and frontage to the various development blocks, park and future transit terminal lands as was previously the case. The road has been re-aligned to provide development opportunities on both sides of the road compared to the previous plan which proposed a road network which was adjacent to the commercial lands to the west and the CNR / GO Transit railway corridor to the east.

The opportunity for a future road connection (Block 8) under the CPR tracks to connect with Cowdray Court and Reidmount Avenue to the north, as shown in the Agincourt Secondary Plan, has been maintained and the draft official plan amendment depicts the planned alignment.

Traffic Impact and Parking

No traffic issues have been identified given there is no increase in the overall density of development or number of dwelling units proposed. Parking rates are established in the draft zoning by-law amendment and remain the same as was previously approved.

Rail Corridors

The existing conditions of draft plan of subdivision approval deal with a variety of mitigation and safety measures for development adjacent to the GO Transit and Canadian Pacific Railway corridors. These conditions have been maintained and deal with matters such as, but not limited to, the need for individual noise and vibration studies, berms/crash walls, fencing and use of warning clauses.

Future Transit Terminal

Block 11 is required to be conveyed to the City for public purposes including, but not limited to, a future bus and subway terminal or other transit related purpose. All current obligations related to this have been maintained in the conditions of draft plan approval and in the draft official plan and zoning by-law amendments attached to this report.

Servicing

No servicing concerns, in terms of municipal water and sanitary sewer capacity, have been identified. Servicing requirements related to the townhouse blocks (Blocks 6 and 7), however, need to be clarified to the satisfaction of the City.

Environmental Clearances

Effective October 1, 2005, the Ministry of the Environment (MOE) assumed full responsibility for environmental clearances in Ontario. For applications under the Planning Act, agreements with developers requiring site clean up and peer review are no longer required as conditions of approval. A Record of Site Condition (RSC) is required to be filed and the appropriate clearances issued by the MOE before building permits can be issued.

Lands to be conveyed to the City such as parkland and roads are required to be cleaned and are subject to a peer review process. Accordingly, this has been secured as a condition of draft plan of subdivision approval.

Storm Water Management

Storm Water Management Reports are required to be submitted with plan of subdivision applications.

As noted in the Toronto Development Guide, the objective of a Storm water Management Report is to evaluate the effects of a proposed development on the storm water and drainage pattern, and to recommend how to manage rainwater/snowmelt for the proposed development, consistent with the City's Wet Weather Flow Management Policy (WWFMP) and the associated technical guidelines, while also meeting TRCA, provincial and federal regulations.

The primary goal of the WWFMP is to reduce the quantity, and to improve the quality of storm water runoff by implementing best management practices. The related guidelines present a general framework of the City's expectations related to water balance, quality and quantity targets for on-site storm water management. Alternate approaches and new technology are encouraged provided they can achieve the same performance objectives.

The attached conditions of draft approval are based on a conventional approach to storm water management, where a storm water management report is submitted in two phases. Phase 1 is a Preliminary Report focused on design assumptions and conceptual engineering. Phase 2 is a Final Report with detailed design and calculations.

A Phase 1 report, based upon a conventional approach to storm water management, has been prepared and accepted for this application. The applicants, however, have also proposed an alternate storm water management approach to the City which relies on an infiltration/storage system beneath the public park. This alternate approach, or some version of it, may be acceptable to the City provided it meets the objectives of the WWFMP and does not negatively impact the design of the park.

The underground components of this alternate storm water management approach would be considered an encumbrance to the park. Official Plan policies require that City Council authorize any such encumbrances. Accordingly, this report contains a recommendation authorizing staff to continue dialogue with the applicants on this matter and to authorize encumbrances provided they are supported by City staff.

Toronto Green Development Standard

The applications were submitted prior to Council's adoption of the Toronto Green Development Standard (GDS) however the applicant has completed the City's green development standard checklist.

The Toronto Green Development Standard provides an integrated set of targets, principles and practices to guide the development of City-owned facilities and to encourage sustainable development amongst the private sector. The standard is based upon a number of key environmental objectives including achieving better air quality, greater energy efficiency and improved water quality and water efficiency, among other matters.

The applicant has indicated that the development intends to achieve several targets set out in the Green Development Standard for mid-high rise developments. These include, but are not limited to: providing a good pedestrian infrastructure, controlling storm water runoff, storm water retention / water balance, constructing energy efficient buildings, storage and collection of recyclables and compostables and managing construction waste.

In addition, the project has been selected for inclusion within the new Leadership in Energy and Environmental Design (LEED) for Neighbourhood Development (ND) Pilot Program which is being developed by the U.S. Green Building Council in partnership with other bodies. The LEED for ND is a rating system for neighbourhood location and design based upon the principles of smart growth, new urbanism and green building and strives to seek a balance between established practices and emerging concepts. LEED rating systems typically have certain prerequisites which a development must meet in order to be certified and credits or points are awarded which determine the level of certification.

The Toronto Green Development Standard is based upon both existing City guidelines and targets, such as the Wet Weather Flow Management Plan Guidelines, as well as existing green building standards set by LEED, Green Globes, Energy Star, and other rating systems.

Staff will continue to pursue the Green Development Standard as part of the site plan approval process for each development block.

Park

The existing draft plan of subdivision approval requires a conveyance to the City of an approximately 1.7 acre block for public park purposes. The revised draft plan proposes a park block of equal size, however, it has been reconfigured as a result of the revised local road network. The revised configuration is acceptable to the City and will provide public road frontage to the park on three sides.

Conditions of draft plan approval related to the park are based upon the development of the subdivision in phases and the conveyance of an unencumbered park block to the City. These conditions may be revised in the event development phasing changes or an alternate storm water management approach which affects the park is accepted.

The detailed design of the park has not been determined but will be done in a collaborative fashion between the City and the applicants.

Section 37 – Community Benefits

As previously mentioned, no change is proposed to the overall density of development or the total number of dwelling units.

Community benefits previously secured will be maintained. These benefits include the provision of two non-profit daycare facilities, public art, pedestrian pathway connections to Collingwood Park and the conveyance of lands (Block 11) to the City for public purposes, in part, for the construction of a future transit terminal. A detailed Section 37 agreement securing the above matters was signed by the applicants and has been registered on title.

The applicants have advised that they are committed to providing the daycare facilities but would like the City to consider amendments to the existing agreement which would permit freehold ownership of the facilities by either the City or a non-profit operator as opposed to the current terms which would obligate a future condominium corporation to assume ownership, ongoing operating, maintenance and repair obligations. City staff are currently reviewing the merits of this request, including potential costs associated with ownership. The existing agreement will need to be amended should the City agree to this request.

Development Charges

Based upon 2,100 dwelling units, it is estimated that the residential development charges for this project will be in excess of \$9,000,000. This is an estimate and will vary depending upon unit type and size. The actual charges are assessed and collected upon issuance of building permits.

Conclusion

The proposed draft plan of subdivision and the related amendments to the official plan and zoning by-law represent good planning. They will result in the development of a new mixed-use community on this brownfield site and will maintain the community benefits previously secured. Staff will continue to work with the applicants to consider an acceptable alternate approach to storm water management within the subdivision.

CONTACT

Doug Muirhead, Senior Planner
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E-mail: dmuirhe@toronto.ca

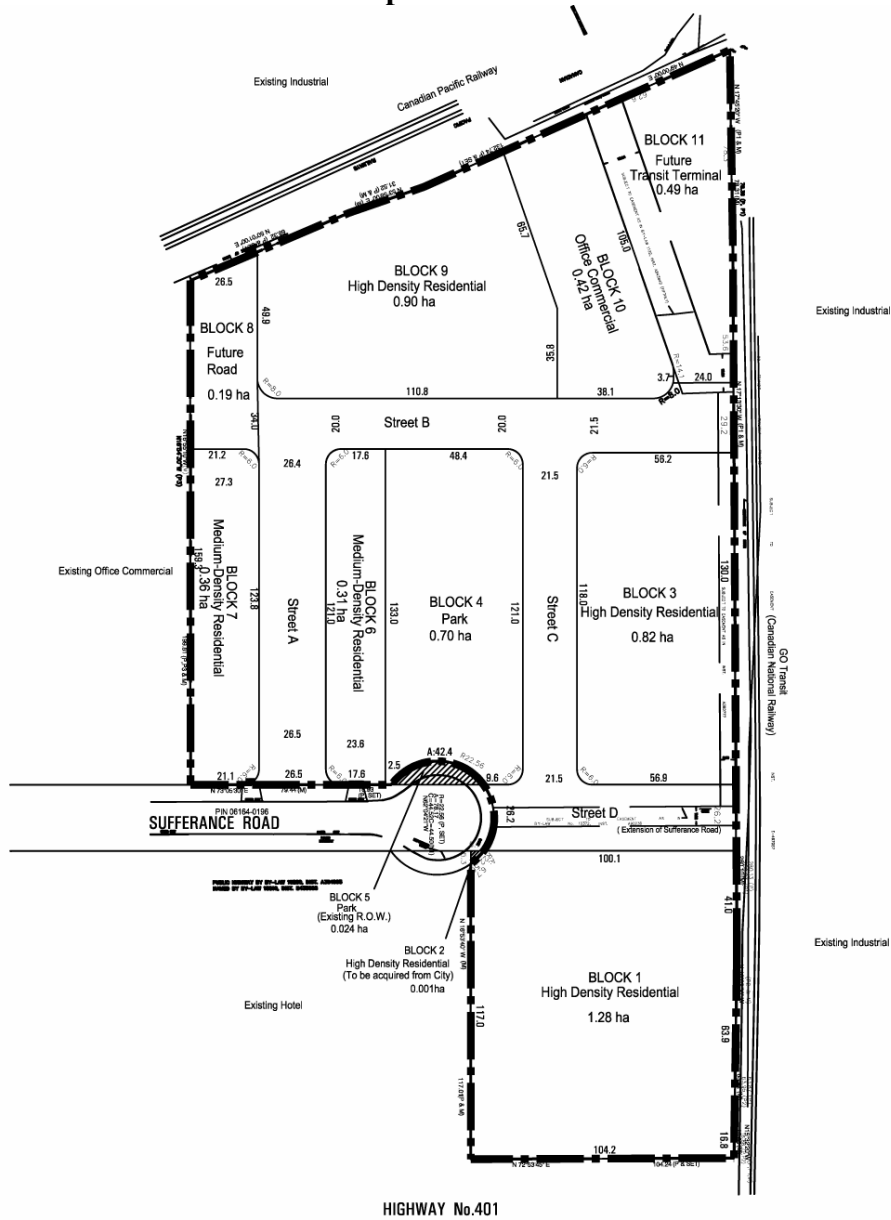
SIGNATURE

Allen Appleby, Director
Community Planning, Scarborough District

ATTACHMENTS

Attachment 1: Proposed Draft Plan of Subdivision
Attachment 2: Proposed Master Plan
Attachment 3: Official Plan
Attachment 4: Zoning
Attachment 5: Application Data Sheet
Attachment 6: Draft Official Plan Amendment
Attachment 7: Draft Zoning By-law Amendment
Attachment 8: Conditions of Draft Plan of Subdivision Approval

Attachment 1: Proposed Draft Plan of Subdivision



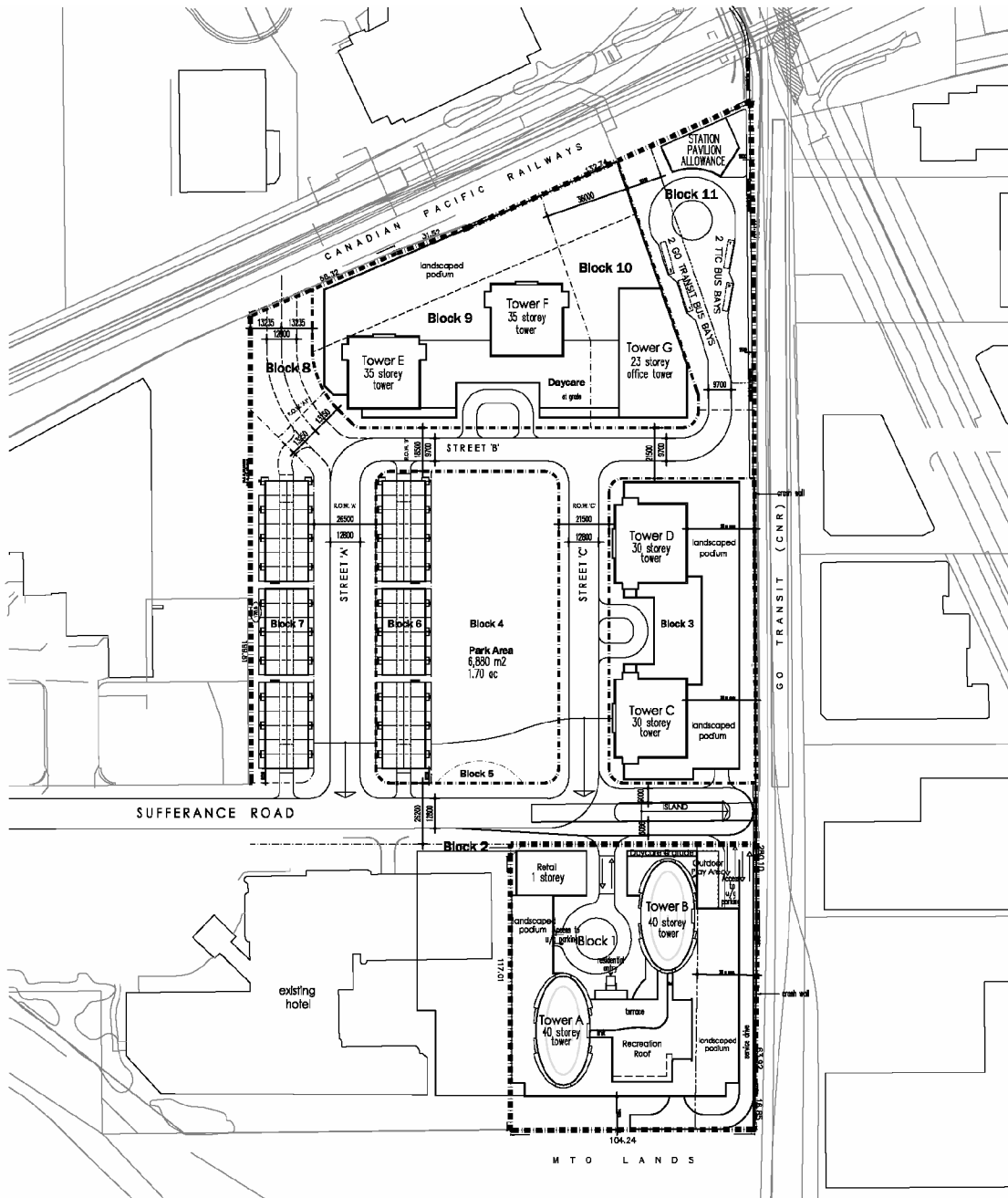
Subdivision Plan
 Applicant's Submitted Drawing

2055 Kennedy Road

Not to Scale
 10/29/07

File # 06-186899 0Z, 06-186915 SB

Attachment 2: Proposed Master Plan



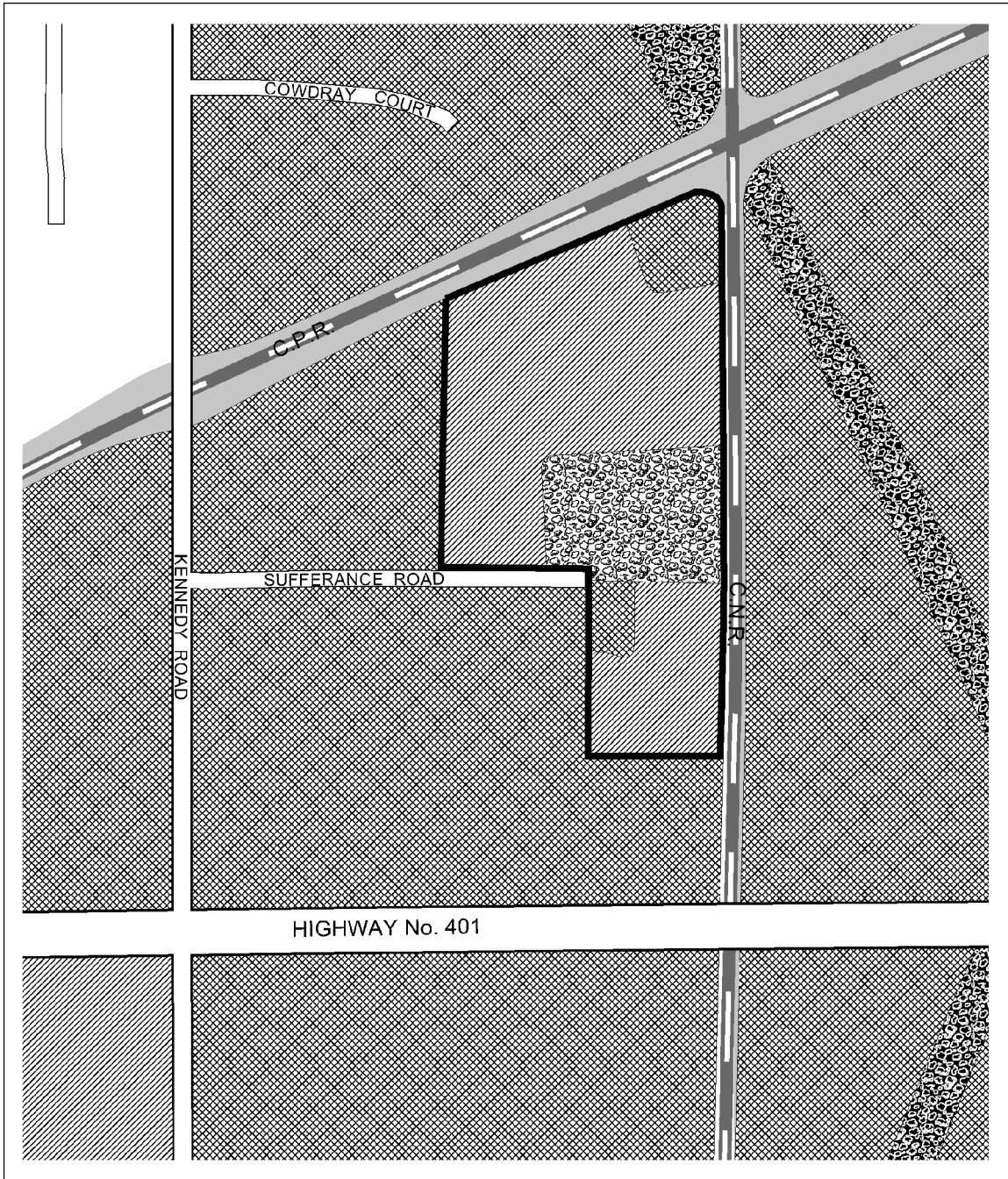
Master Plan
Applicant's Submitted Drawing

2055 Kennedy Road

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Attachment 3: Official Plan



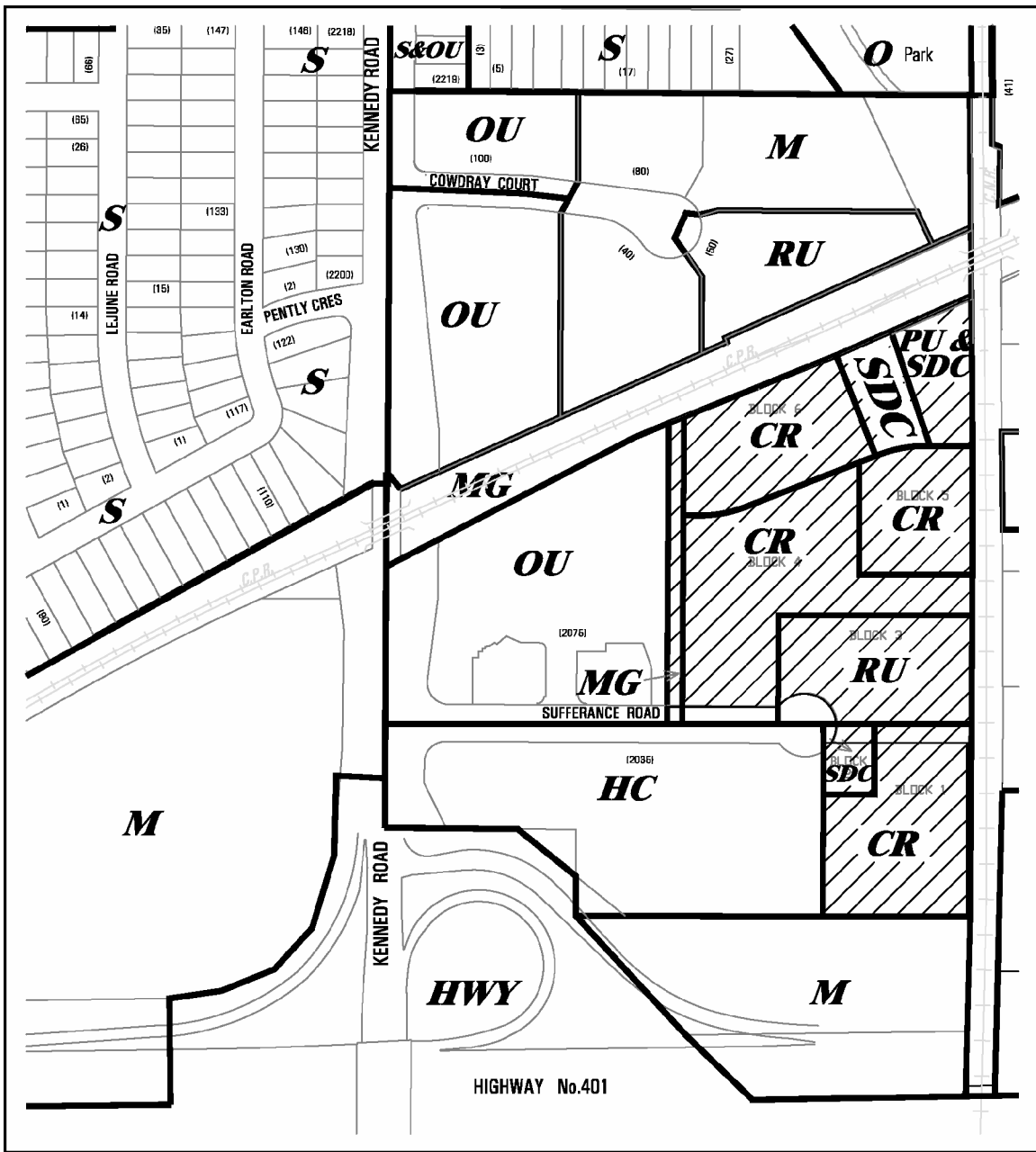
TORONTO Urban
Development Services
Official Plan

2055 Kennedy Road
File # 06-186899 OZ, 06-186915 SB

-  Site Location
-  Neighbourhoods
-  Apartment Neighbourhoods
-  Natural Areas
-  Parks
-  Employment Areas


Not to Scale
12/13/06

Attachment 4: Zoning



Toronto City Planning Division
Zoning

2055 Kennedy Road
 File # 06-186899_OZ, 06-186915_SB

- | | |
|---|--|
| S Single-Family Residential | MG General Industrial Zone |
| CR Commercial / Residential Zone | SDC Special District Commercial |
| HC Highway Commercial Zone | OU Office Uses Zone |
| HWY Highway Zone | PU Public Utilities |
| M Industrial Zone | RU Recreation Zone |

South Agincourt Employment District/Tam O'Shanter Community Bylaw
 Not to Scale
 12/5/06



Attachment 5: Application Data Sheet

Application Type	Official Plan & Zoning By-law Amendments & Draft Plan of Subdivision	Application Numbers:	06 186899 ESC 40 OZ & 06 186915 ESC 40 SB
Details	OPA & Rezoning, Standard	Application Date:	October 26, 2006

Municipal Address: 2055 KENNEDY RD, TORONTO ON
 Location Description: CON 2 PT LT28 PL 9945 RCP LT18 NOW RP 66R10014 PT 1 TO 8 GRID E4006
 Project Description: Amendments to OMB Approved OPA/ZBA as a result of proposed modifications to the draft approved plan of subdivision.

Applicant:	Agent:	Architect:	Owner:
METROGATE INC	STEVE DANIELS	GRAZIANI + CORAZZA	1309230 ONTARIO LIMITED

PLANNING CONTROLS

Official Plan Designation:	APARTMENT NEIGHBOURHOODS, PARKS, EMPLOYMENT AREAS	Site Specific Provision:	AGINCOURT SECONDARY PLAN – SITE SPECIFIC POLICY 5
Zoning:	CR, RU, SDC & PU	Historical Status:	n/a
Height Limit (m):	14 m to 117 m	Site Plan Control Area:	YES

PROJECT INFORMATION

Site Area (sq. m):	6.77 hectares	Height:	Storeys:	4 to 40
Frontage (m):	Approx. 100 m (Sufferance Rd)	Metres:		0
Depth (m):	irregular			
Total Ground Floor Area (sq. m):	n/a			Total
Total Residential GFA (sq. m):	165,000	Parking Spaces:		TBD
Total Non-Residential GFA (sq. m):	39,162	Loading Docks		n/a
Total GFA (sq. m):	204,162			
Lot Coverage Ratio (%):	n/a			
Floor Space Index:	3.0			

DWELLING UNITS

FLOOR AREA BREAKDOWN (upon project completion)

			Above Grade	Below Grade
Tenure Type:	Condominium			
Rooms:	0	Residential GFA (sq. m):	165,000	0
Bachelor:	0	Retail GFA (sq. m):	*	0
1 Bedroom:	0	Office GFA (sq. m):	*	0
2 Bedroom:	0	Industrial GFA (sq. m):	0	0
3 + Bedroom:	0	Institutional/Other GFA (sq. m):	0	0
Total Units:	2,100	*39,162 sq m non-residential gfa		

CONTACT: PLANNER NAME: Doug Muirhead, Senior Planner
TELEPHONE: (416) 396-7029

Attachment 6: Draft Official Plan Amendment

OFFICIAL PLAN AMENDMENT No. 39 TO THE CITY OF TORONTO OFFICIAL PLAN

The Official Plan of the City of Toronto is amended as follows:

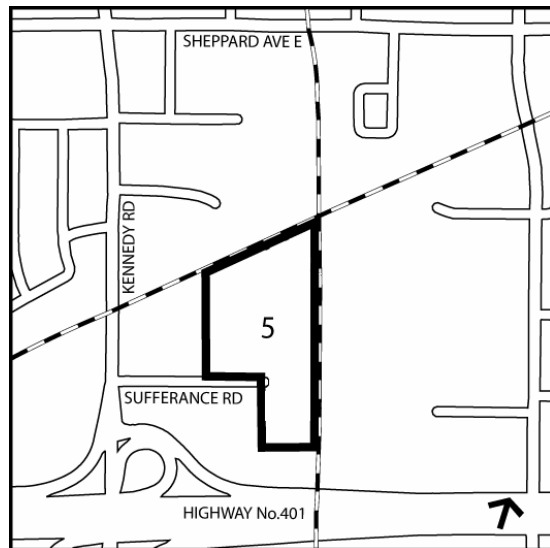
1. Map 19, Land Use Plan, is amended by deleting the existing designations from the lands municipally known in 2007 as 2055 Kennedy Road and replacing them with the *Apartment Neighbourhoods*, *Employment Areas* and *Parks and Open Space Areas (Parks)* designations, as shown on the attached Schedule '1'.
2. Chapter 6, Secondary Plans, Section 1, Agincourt Secondary Plan, Policy 3.1 is hereby deleted and replaced as follows:
 - 3.1 Densities shown on Map 1-2 assume a number of road improvements including one or more of the following: the widening of Sheppard Avenue, north-south connection from Bonis Avenue to Sheppard Avenue, extension of Reidmount Avenue south to Sufferance Road, extension of Lamont Avenue south to connect with Emblem Court, east-west connection from Lamont Avenue to Midland Avenue and the easterly extension of Sufferance Road to the CNR/GO tracks.
3. Chapter 6, Secondary Plans, Section 1, Agincourt Secondary Plan, Map 1-1, Urban Structure Plan, is amended as follows:
 - a. by depicting the revised proposed road pattern for the lands subject to Site and Area Specific Policy 5 as shown on the attached Schedule '2';
 - b. by deleting the proposed easterly extension of Sufferance Road to Midland Avenue via Emblem Court; and
 - c. by depicting a re-alignment of the proposed Reidmount Avenue extension from Sheppard Avenue to Sufferance Road, south of Cowdray Court, as shown on the attached Schedule '2'.
4. Chapter 6, Secondary Plans, Section 1, Agincourt Secondary Plan Map 1-2, Maximum Densities Pre-Subway, is amended as follows:
 - a. by deleting the proposed easterly extension of Sufferance Road to Midland Avenue via Emblem Court;

- b. by depicting a re-alignment of the proposed Reidmount Avenue extension from Sheppard Avenue to Sufferance Road, south of Cowdray Court, as shown on the attached Schedule '3'; and
 - c. by deleting Maximum Residential Density permissions from the lands subject to Site and Area Specific Policy 5 as shown on the attached Schedule '3'.
5. Chapter 6, Secondary Plans, Section 1, Agincourt Secondary Plan, Policy 6, Site and Area Specific Policies, is amended by deleting Site and Area Specific Policy No. 5 for the lands located at the terminus of Sufferance Road, north and south of Sufferance Road, municipally known in 2007 as 2055 Kennedy Road, and replacing it as follows:

5. Lands located at the terminus of Sufferance Road, north and south of Sufferance Road, municipally known in 2007 as 2055 Kennedy Road.

For the lands shown as 5 on Map 1-1:

- (a) re-development of the lands, including preparation of draft plans of subdivision or condominium, conditions of approval of such plans, zoning by-laws, consents to sever and site plan approvals, will be done in accordance with the Metrogate Agincourt Redevelopment Urban Design Guidelines that are to be read in conjunction with the built form policies of the Official Plan;



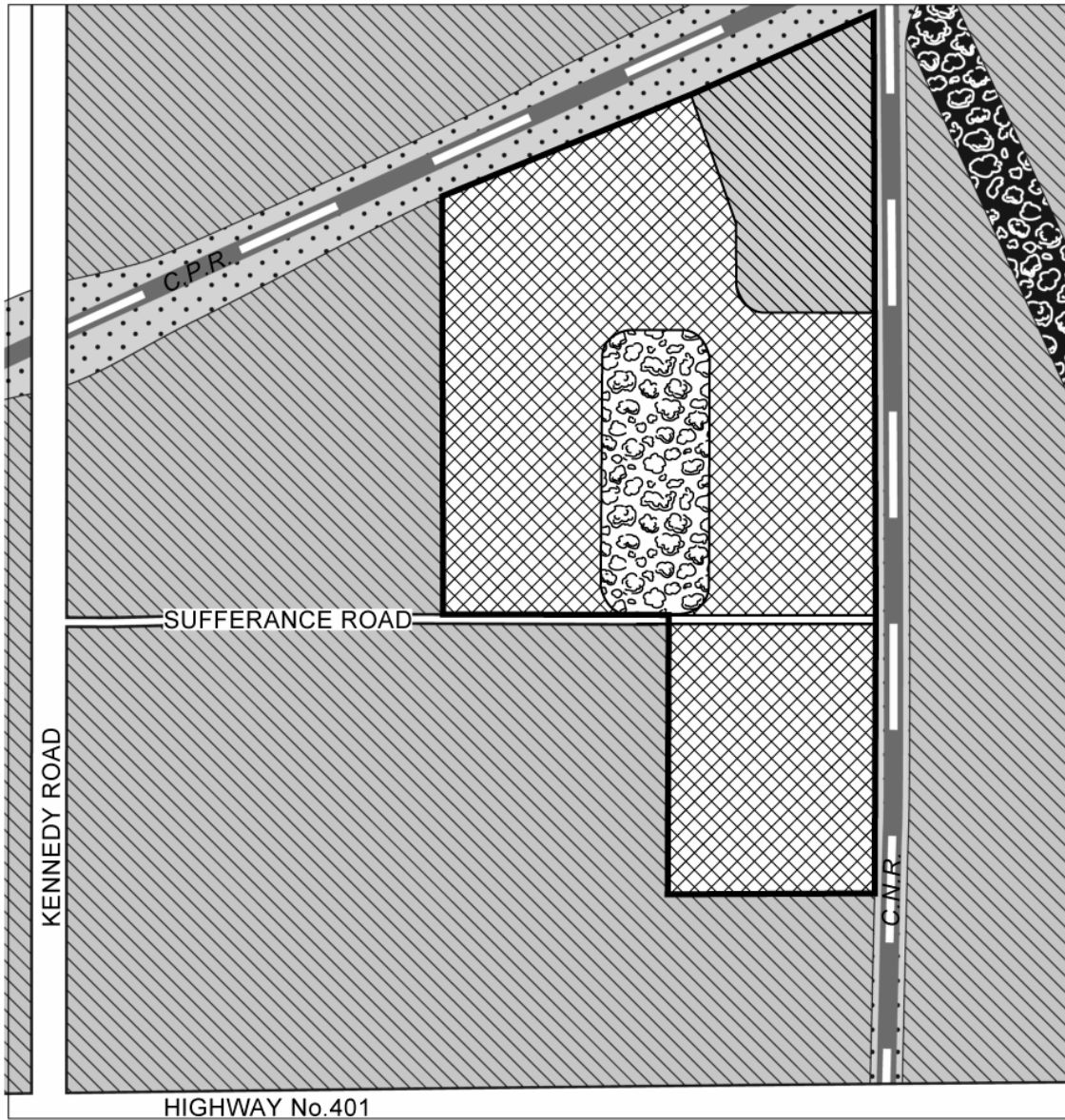
- (b) maximum overall density of development is not to exceed 3.0 times the site area;
- (c) maximum residential density of development is not to exceed 2.5 times the site area;
- (d) a maximum of 2,100 dwelling units are permitted; and
- (e) detached and semi-detached dwellings are not permitted.

6. Schedule 2, The Designation of Planned but Unbuilt Roads, is amended by

deleting the proposed road link between Sufferance Road and Emblem Court and replacing it with the following:

Street Name	From	To
Sufferance Road	Sufferance Road (existing terminus)	CNR/GO Transit tracks


Schedule '1'



Official Plan Amendment # 39

Amendment to Land Use Plan, Map 19 to Redesignate lands

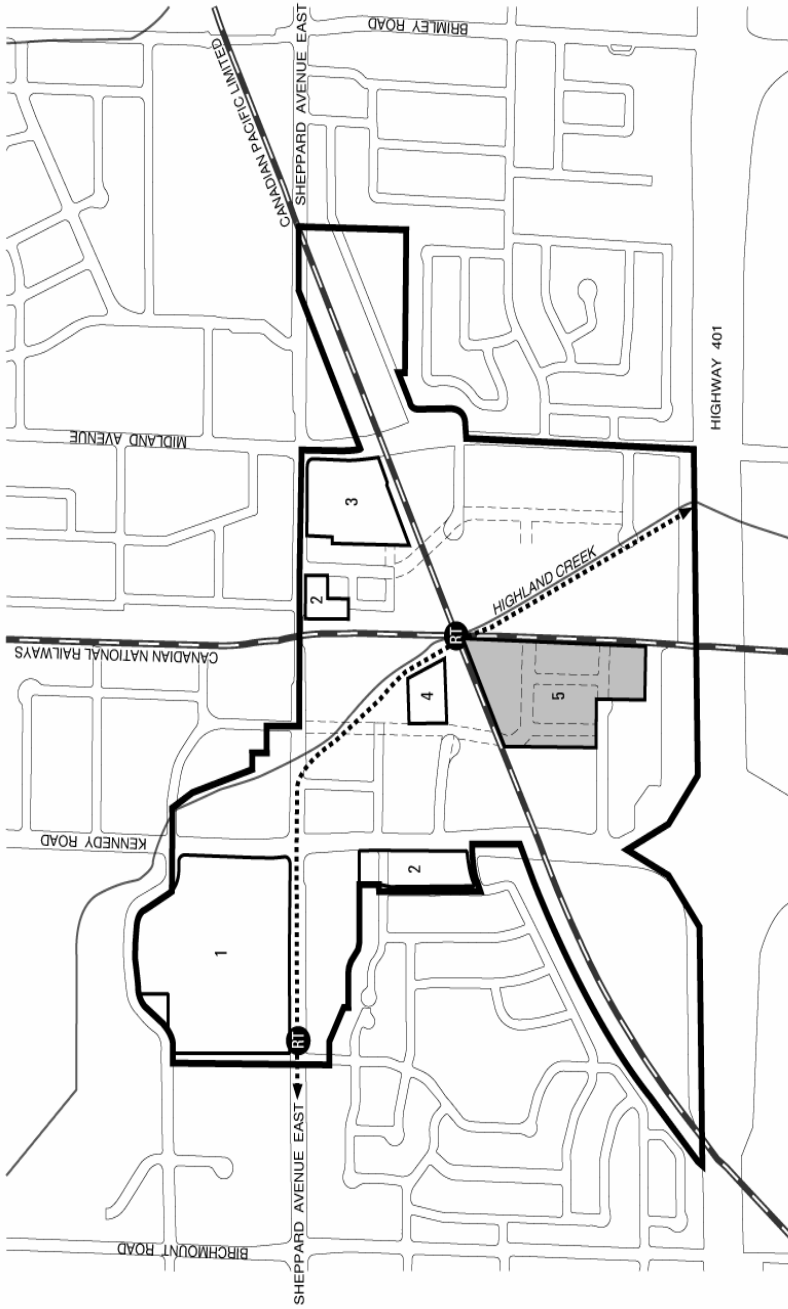
2055 Kennedy Road

 Site Location - Land Use Plan is hereby amended by designating the lands known as 2055 Kennedy Road as Apartment Neighbourhoods, Employment Areas and Parks and Open Space Areas (Parks) as shown.

- | | | |
|--|---|---|
|  Neighbourhoods |  Parks & Open Spaces Areas |  Employment Areas |
|  Apartment Neighbourhoods |  Natural Areas |  Utility Corridors |
| |  Parks | |


Not to Scale
10/17 /07

Schedule '2'



Toronto City Planning
Official Plan Amendment #39
 Amendments to depict future roads

- Site Location
- Secondary Plan Boundary
- Site and Area Specific Policies
- Proposed Road
- Proposed Rapid Transit
- Proposed Rapid Transit Station
- Railway
- Highland Creek

Agincourt Secondary Plan

MAP 1-1 Urban Structure Plan

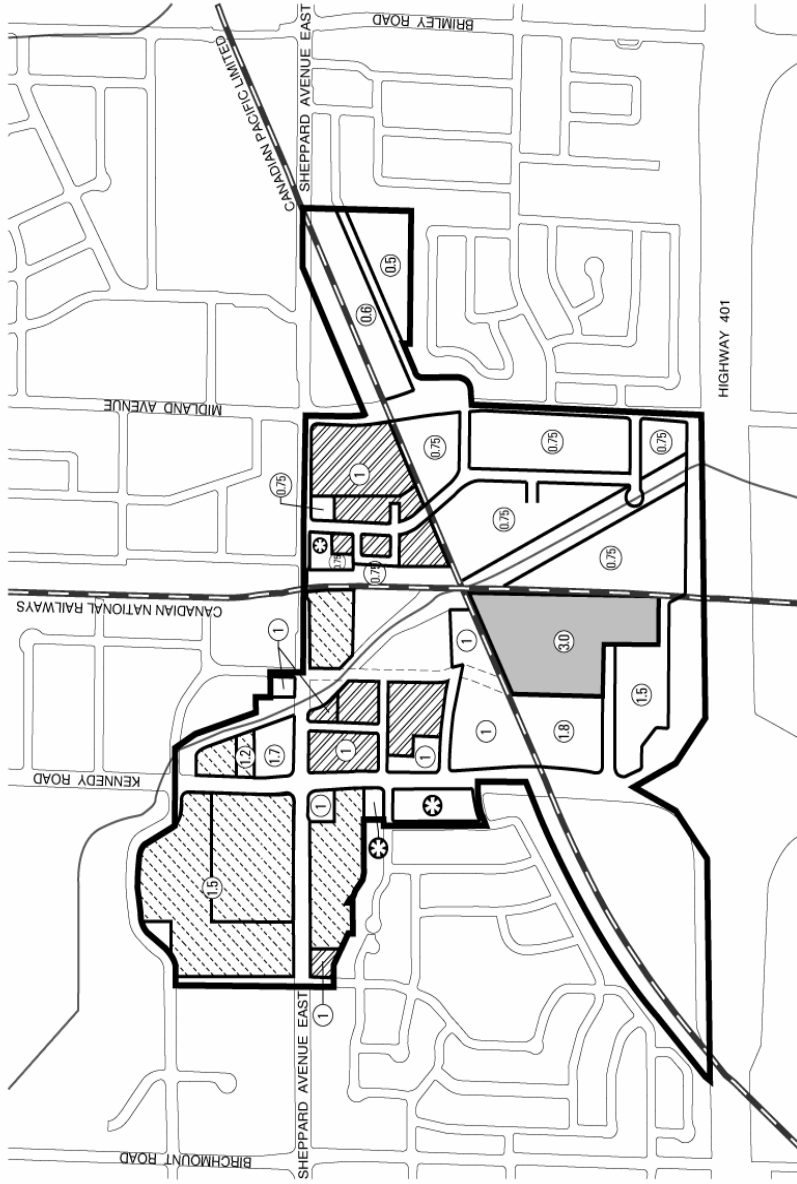
2055 Kennedy Road

File #06-186899_0Z



Note to Scale
 10/24/07

Schedule '3'



Official Plan Amendment #39

Amendment to depict future roads and to remove maximum residential density permissions from Site and Area Specific Policy 5 as shown on Map 1-1

- Site Location
- Secondary Plan Boundary
- Residential (150 Dwelling Units per Hectare)
- Residential (100 Dwelling Units per Hectare)
- Figure Shown Equals Floor Area of all Uses Combined on Site Divided by the Site Area For Residential Density See Site and Area Specific Policies on Map 1-1
- Site and Area Specific Policies on Map 1-1
- Railway
- Highland Creek

Agincourt Secondary Plan

MAP 1-2 Maximum Densities Pre-Subway

2055 Kennedy Road

File # 06-186899 0Z



Note to Scale:
10/17/07

Attachment 7: Draft Zoning By-law Amendment

Authority: Scarborough Community Council Item ~ [or Report No. ~, Clause No. ~]
as adopted by City of Toronto Council on ~, 20~
Enacted by Council: ~, 20~

CITY OF TORONTO

Bill No. ~

BY-LAW No. ~-20~

**To amend the Employment Districts Zoning By-law No. 24982 (South Agincourt Employment District), as amended, of the former City of Scarborough
With respect to the lands municipally known as,
2055 Kennedy Road**

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

- SCHEDULE 'A'** of the Employment Districts Zoning By-law No. 24982 (South Agincourt Employment District) is amended by deleting the current zoning provisions for the lands municipally known as 2055 Kennedy Road and replacing them with the following zoning provisions as shown on Schedule '1' attached hereto and forming part of this by-law:

(Blocks 1, 2 & 3) CR-1640-2029-2047-2375- 230

(Blocks 4 & 5) P - 2375

(Blocks 6 & 7) MF-1640-2029-2047-2375- 230

(Block 9) CR-1640-2029-2047-2375- 230

(Block 10) SDC-1640-2047-2375

(Block 11) PU & SDC-1640-2047-2375

- SCHEDULE 'B'** of the Employment Districts Zoning By-law No. 24982, **Performance Standards Chart – Section 37**, Performance Standard 2375, subclause (a) (iv) is amended by deleting the reference to Block 8 and replacing it with Block 11.

3. **SCHEDULE ‘B’** of the Employment Districts Zoning By-law No. 24982, **Performance Standards Chart – Miscellaneous**, is amended by deleting Performance Standard 2047 and replacing it as follows:

2047. On those lands identified as having Performance Standard 2047 on Schedule ‘A’, the following provisions shall apply, provided all other provisions of the By-law not inconsistent with these provisions shall continue to apply:

- (a) Total **gross floor area** of all buildings on Blocks 1, 2, 3, 6, 7, 9 and 10, minus the **gross floor area** of any daycare centre provided in accordance with Performance Standard 2375, **basements**, below-grade and above-grade parking structures and indoor recreational amenity areas, shall not exceed 204,162 m².
- (b) Total residential **gross floor area** of all buildings on Blocks 1, 2, 3, 6, 7 and 9, minus the **gross floor area** of any daycare centre provided in accordance with Performance Standard 2375, **basements**, below-grade and above-grade parking structures and indoor recreational amenity areas, shall not exceed 165,000 m².
- (c) Total number of **dwelling units** on Blocks 1, 2, 3, 6, 7 and 9 shall not exceed 2,100 **dwelling units**.
- (d) The area outlined as “Block 1” and “Block 2” shall be zoned **Commercial / Residential Zone (CR)**. No buildings or structures shall be permitted on “Block 1” and “Block 2” except as follows:
 - (i) Only the following uses are permitted:
 - Apartments
 - Daycare Centres
 - **Day Nurseries**
 - **Financial Institutions**
 - Home Sales Centre
 - Offices
 - **Personal Service Shops**
 - **Restaurants**
 - Retail Stores
 - (ii) A minimum of 430 m² of non-residential **gross floor area**, not including the **gross floor area** of any daycare centre provided in accordance with Performance Standard 2375, shall be provided.
 - (iii) Minimum **street yard** setback 3m.

- (iv) Minimum **street yard** setback of 6 metres for any portions of a building or structure, with the exception of balconies which are more than 13 m in vertical distance from the mean grade at the intersection of the side lot lines and the minimum front yard setback.
 - (v) **Dwelling units** shall be located a minimum of 25 m from the lot line abutting the Canadian National Railway/GO Transit rail line.
 - (vi) No portion of any building on “Block 1”, above or below grade, shall be closer than 14 m to the **rear lot line**.
 - (vii) Maximum **height** - 117 m and excluding mechanical penthouse.
 - (vii) Minimum 1.1 parking spaces per **dwelling unit** plus a minimum of 0.2 visitor parking spaces per **dwelling unit** prior to the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.
 - (viii) Minimum 1.0 parking spaces per **dwelling unit** plus a minimum of 0.17 visitor parking spaces per **dwelling unit** after the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.
- (e) The area outlined as “Block 3” shall be zoned **Commercial / Residential Zone (CR)**. No buildings or structures shall be permitted on “Block 3” except as follows:
- (i) Only the following uses are permitted:
 - Apartments
 - Daycare Centres
 - **Day Nurseries**
 - Home Sales Centre
 - Offices
 - **Personal Service Shops**
 - **Restaurants**
 - Retail Stores
 - (ii) Minimum **street yard** setback 3m.

- (iii) Minimum **street yard** setback of 6 metres for any portions of a building or structure, with the exception of balconies which are more than 13 m in vertical distance from the mean grade at the intersection of the side lot lines and the minimum front yard setback.
 - (iv) **Dwelling units** shall be located a minimum of 25 m from the lot line abutting the Canadian National Railway/GO Transit rail line.
 - (v) Maximum **height** - 90 m, and excluding mechanical penthouse.
 - (vi) Minimum 1.1 parking spaces per **dwelling unit** plus a minimum of 0.2 visitor parking spaces per **dwelling unit** prior to the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.
 - (vii) Minimum 1.0 parking spaces per **dwelling unit** plus a minimum of 0.17 visitor parking spaces per **dwelling unit** after the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.
- (f) The area outlined as “Block 6” and “Block 7” shall be zoned **Multiple Family Residential Zone (MF)**. No buildings or structures shall be permitted on “Block 6” and “Block 7” except as follows:
- (i) Only the following uses are permitted:
 - Daycare Centres
 - **Day Nurseries**
 - Homes Sales Centre
 - Model Homes
 - **Multiple Family Dwellings**
 - (ii) Minimum **street yard** setback 3m, with the exception of porches, balconies and stairs without below grade foundations.
 - (iii) Minimum setback 3m from “Block 4”.
 - (iv) Maximum **height** - 14 m.

- (v) Minimum 1.4 parking spaces per **dwelling unit** plus a minimum of 0.2 visitor parking spaces per **dwelling unit** prior to the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.
- (vi) Minimum 1.4 parking spaces per **dwelling unit** plus a minimum of 0.17 visitor parking spaces per **dwelling unit** after the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.
- (g) The area outlined as “Block 9” shall be zoned **Commercial/Residential Zone (CR)**. No buildings or structures shall be permitted on “Block 9” except as follows:
 - (i) Only the following uses are permitted:
 - Apartments
 - Daycare Centres
 - **Day Nurseries**
 - Home Sales Centre
 - Offices
 - **Personal Service Shops**
 - **Restaurants**
 - Retail Stores
 - (ii) Minimum **street yard** setback 3m.
 - (iii) Minimum **street yard** setback of 6 metres for any portions of a building or structure, with the exception of balconies which are more than 13 m in vertical distance from the mean grade at the intersection of the side lot lines and the minimum front yard setback.
 - (iv) **Dwelling units** shall be located a minimum of 30 m from the north lot line abutting the Canadian Pacific Railway line.
 - (v) Maximum **height** - 104 m, and excluding mechanical penthouse.
 - (vi) Minimum 1.1 parking spaces per **dwelling unit** plus a minimum of 0.2 visitor parking spaces per **dwelling unit** prior to the construction and operation of a subway facility

south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.

- (vii) Minimum 1.0 parking spaces per **dwelling unit** plus a minimum of 0.17 visitor parking spaces per **dwelling unit** after the construction and operation of a subway facility south-west of where the Canadian Pacific Railway and Canadian National Railway/GO Transit rail lines intersect.

- (h) The area outlined as “Block 10” shall be zoned **Special District Commercial Zone (SDC)**. No buildings or structures shall be permitted on “Block 10” except as follows:
 - (i) Only the following uses are permitted:
 - Daycare Centres
 - **Day Nurseries**
 - **Financial Institutions**
 - Home Sales Centre
 - Non-Commercial Parking Lots
 - Offices
 - **Personal Service Shops**
 - **Restaurants**
 - Retail Stores

 - (ii) Minimum **street yard** setback 3m.

 - (iii) Maximum **height** - 95 m, and excluding mechanical penthouse.

- (i) The area outlined as “Block 11” shall be zoned **Public Utilities (PU)** and **Special District Commercial Zone (SDC)**. Only the following uses are permitted:
 - Non-Commercial Parking Lots
 - Offices
 - **Personal Service Shops**
 - **Public Transportation Use**
 - **Public Use**
 - **Public Utility**
 - **Restaurants**
 - Retail Stores

Public Transportation Use

Means the use of land or buildings for the operation of a transportation system which is provided by or under the control of a public authority

ENACTED AND PASSED this ~ day of ~, A.D. 20~.

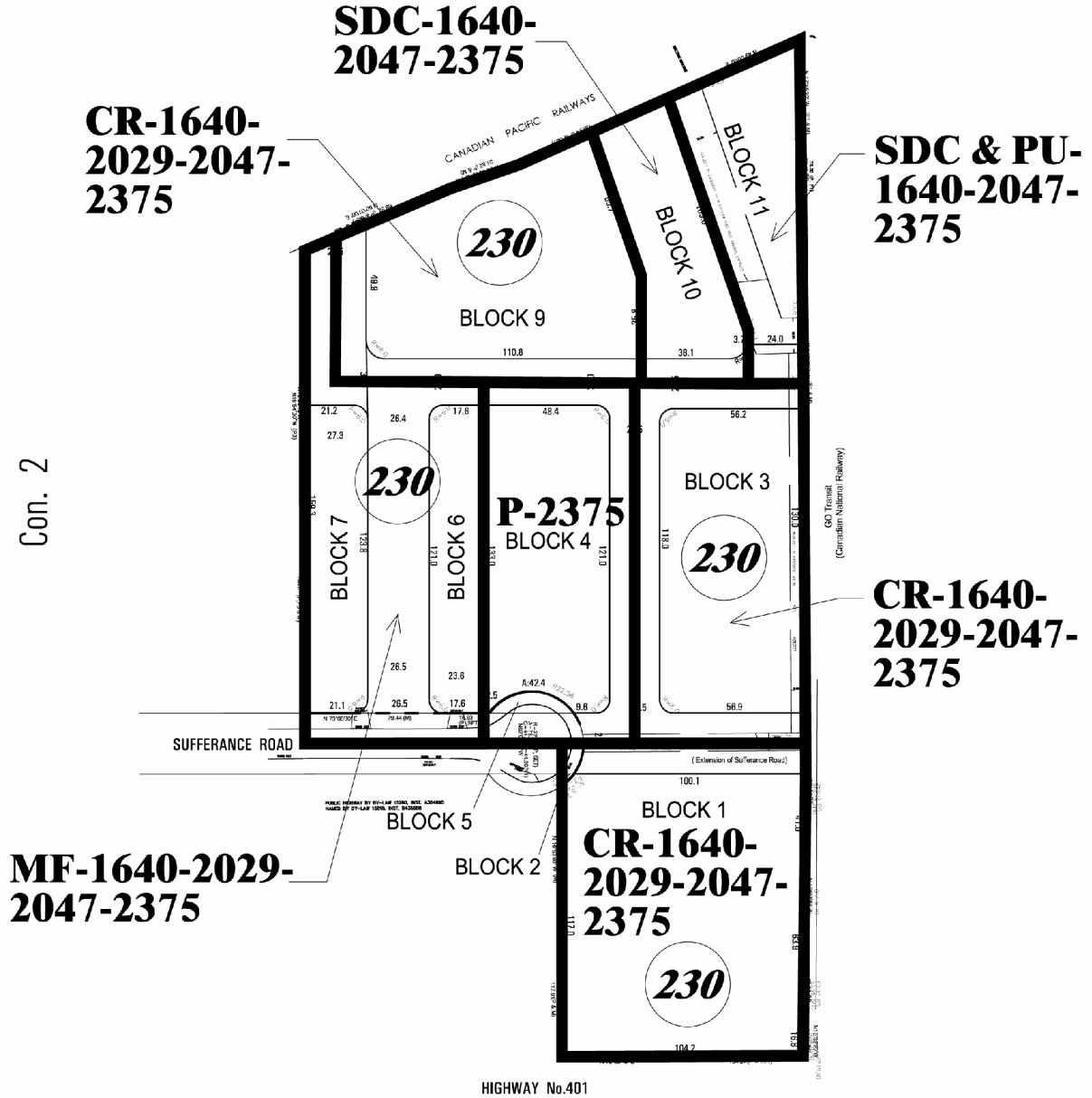
DAVID R. MILLER,
Mayor

ULLI S. WATKISS,
City Clerk

(Corporate Seal)

Schedule '1'

Lot 28



TORONTO City Planning Division
Zoning By-Law Amendment

2055 Kennedy Road
 File # 06-186899 OZ, 06-186915 SB

 Area Affected By This By-Law

South Agincourt Emp. Bylaw
 Not to Scale
 11/12/07

Attachment 8: Conditions of Draft Plan of Subdivision Approval

**SUBDIVISION APPLICATION 06 186915 ESC 42 SB
DRAFT PLAN OF SUBDIVISION PREPARED BY
WALKER, NOTT, DRAGICEVIC ASSOCIATES LIMITED
DRAWING DATED AUGUST 22, 2007**

**LOT 18, REGISTRAR'S COMPILED PLAN No. 9945
PART OF LOT 28, CONCESSION 2 (GEOGRAPHIC TOWNSHIP OF
SCARBOROUGH, COUNTY OF YORK)
2055 KENNEDY ROAD
CITY OF TORONTO (FORMER CITY OF SCARBOROUGH)
METROGATE**

PLAN OF SUBDIVISION

1. This approval shall pertain to the Draft Plan of Subdivision prepared by Walker, Nott, Dragicevic Associates Limited, dated August 22, 2007.

SUBDIVISION AGREEMENT

2. The Owner shall execute the City's standard Subdivision Agreement and shall satisfy all of the pre-registration conditions contained therein. The Owner shall forward the executed Subdivision Agreement to the following agencies for reference and information:
 - (a) Toronto and Region Conservation Authority (TRCA)
 - (b) Toronto District School Board (TDSB)
 - (c) Toronto Catholic District School Board (TCDSB)
 - (d) Toronto Transit Commission (TTC)
 - (e) GO Transit
 - (f) Canadian Pacific Railway (CPR)

ZONING

3. Prior to the registration of the plan of subdivision, the subject lands are to be zoned in accordance with the uses proposed on the draft plan to the satisfaction of the Chief Planner and Executive Director, City Planning.

APPROVAL PERIOD

4. The approval of this plan of subdivision will lapse if the subdivision is not registered

within 5 years of the date of the draft plan approval. At its discretion, the City, may after the 5 years have lapsed, elect to modify some or all of the conditions of draft approval or revoke the draft approval.

TEMPORARY PARKING LOTS

5. The Owner shall agree to construct the temporary parking lots on Blocks 10 and 11, concurrent with the development of Block 9, to the satisfaction of the Executive Director, Technical Services with respect to timing, manner and materials for said parking lots. The City shall agree that parking for the Owner's construction trade workers and/or construction offices may be located on these parcels.

ISSUANCE OF RESIDENTIAL PERMITS

6. The Owner shall agree that no residential building permits will be issued until all industrial uses have ceased within the limits of the plan of subdivision to the satisfaction of the Chief Planner in consultation with the General Manger, Buildings.

SERVICES

Easement Requirements

7. Prior to the registration of the plan of subdivision, the Owner shall make satisfactory arrangements to provide such easements to the City as deemed necessary by the Executive Director, Technical Services for utilities, drainage and servicing purposes to the appropriate authorities in order to service this plan of subdivision.

STORM WATER MANAGEMENT

8. Prior to the registration of the plan of subdivision, the owner shall submit a Stage 2 Storm Water Management Plan to the satisfaction of the Executive Director of Technical Services and the TRCA. This shall include a comprehensive analysis for both the Major and Minor Storm Events outlining the impact and mitigation measures for specific parcels of land proposed within the plan of subdivision. The analysis shall portray the specific storm water storage volumes and/or discharge rates which have to be provided with or without the municipal services and/or private site plan works within the individual development blocks and that a Stage 2 report representative of the actual designs will be required.

SANITARY SEWER RELOCATION

9. The Owner shall agree to relocate the existing 300 mm diameter sanitary sewer, to the satisfaction of the Executive Director, Technical Services, presently located

parallel to the east property limit of the site, to beneath the road pavement of proposed Street C concurrent with the construction of Street C and the railway crash protection berm.

DRIVEWAYS

10. The Owner shall agree that no driveway access points servicing development on Block 7 and Block 9, be permitted to Block 8. Direct driveway access to Street A or Street B must be provided.

BLOCK 8

11. Prior to the registration of the plan of subdivision, the southerly limit of Block 8 be adjusted to give a more uniform boulevard layout between the transition of Street A to Street B northwesterly boulevard. The layout should preserve the future developability of Block 8, should the road extension not be desired in the future.

SIDEWALKS

12. The Owner shall agree to provide 2 metre wide concrete municipal sidewalks within the boundaries of the plan of subdivision, including along the existing portions of Sufferance Road external to the Owner's property, to the Kennedy Road intersection, to the satisfaction of the Executive Director, Technical Services.

WINDROW AND SIDEWALK SNOW CLEARING

Warning Clause – Windrow and Sidewalk Snow Clearing

13. Prior to the registration of the plan of subdivision, the Owner agrees to include the following warning clause in all Offers and Agreements of Purchase and Sale and/or Rental Agreements, and registered on title to the satisfaction of the City Solicitor:

“Purchasers are advised that private driveway windrow clearing and sidewalk snow clearing will not be provided by the City for streets with less than 18.5 metre rights-of-way and/or with sidewalks adjacent to the curb.”

Warning Clause – Solicitor Confirmation – Windrow and Sidewalk Snow Clearing

14. Prior to the registration of the plan of subdivision, the Owner shall provide its Solicitor's confirmation to the City advising that the above warning clause will be included in applicable Offers and Agreements of Purchase and Sale and/or Rental Agreements to ensure that future occupants are aware of the City's snow clearing practices.

GRADING AND DRAINAGE

15. The Owner shall provide to the satisfaction of the Ministry of Transportation, in consultation with the Executive Director, Technical Services, a grading plan and drainage plan.

SCHOOLS

School Board - Signs

16. Prior to the registration of the plan of subdivision, the Owner shall make satisfactory arrangements with the Toronto District School Board and the Toronto Catholic District School Board to erect and maintain signs, at points of egress and ingress of the development site or in a manner otherwise acceptable to the School Boards, advising that sufficient accommodation may not exist at local schools, and as such, alternative accommodation will be made. These signs shall be to the specifications of the School Boards and erected prior to registration of the plan of subdivision.

The Toronto District School Board sign shall advise that:

“The Toronto District School Board makes every effort to accommodate students locally. However, due to residential growth, sufficient accommodation may not be available in this area for all students. Students may be accommodated in facilities outside the area until adequate funding or space becomes available. For information regarding designated school(s), please call (416) 394-7526.”

The Toronto Catholic School Board sign shall advise that:

“The Toronto Catholic District Board has plans to provide for the accommodation of all students from this development area. The accommodation may not be in the local development area at this time. Student accommodation, if not in this area, will be in the existing facilities located in adjacent areas.

For information regarding Catholic Schools serving this development, please call the Planning Department at (416) 222-8282 ext. 2277.”

Warning Clause – School Accommodation

17. Prior to the registration of the plan of subdivision, the Owner shall agree to include in all Offers and Agreements of Purchase and Sale and/or Rental Agreement the following warning clauses for a period of 10 years after registration of the subdivision plan:

“Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be locally available for all students anticipated from the

development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred; and Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board's policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area."

and

"Despite the best efforts of the Toronto Catholic District School Board, sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area and that students may later be transferred"; and

"The purchasers or tenants agree for the purpose of transportation to school, if bussing is provided by the Toronto Catholic District School Board, that children will not be bussed from home to school and/or from school to home, but will meet the bus at designated locations in or outside of the area."

Warning Clause – Solicitor Confirmation – School Accommodation

18. Prior to the registration of the plan of subdivision, the Owner shall provide its Solicitor's confirmation to the City advising that the above warning clauses will be included in all Offers and Agreements of Purchase and Sale and/or Rental Agreements to ensure that future occupants are aware of school accommodation issues.

PARKLAND

Parkland Dedication – Block 4

19. Block 4 on the draft plan of subdivision shall be conveyed as Parkland to the City and shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, Parks, Forestry & Recreation.
20. Block 4 is provided in fulfillment of any alternative parkland dedication including the present dedication rate of 1 hectare per 300 dwelling units. In the event the Owner applies for and receives permission to develop residential or commercial densities in excess of those permitted in the official plan and zoning by-law, then the Owner may, respecting those densities and as a condition of receiving such increased densities, be required to transfer further lands for park purposes or pay monies in lieu thereof to the satisfaction of the General Manager, Parks, Forestry & Recreation. The City will not be required to compensate the Owner in the event that the Owner develops at lower densities than permitted in the official plan and zoning by-law.

Escrow Agreement

21. Prior to the registration of the plan of subdivision, the Owner shall enter into an Escrow Agreement with the City regarding the conveyance of Block 4 (Park) to the satisfaction of the General Manager, Parks, Forestry & Recreation and at the Owner's expense. The Escrow Agreement shall set out conditions and timing for the Owner to transfer Block 4 (Park) to the City and its development as parkland to the satisfaction of the General Manager, Parks, Forestry & Recreation. The subdivision is to be developed in phases. The phasing of the subdivision will impact the timing of Block 4 (Park), details of conveyance, and responsibility of delivery to the City. All these details will be outlined in the Escrow Agreement to the satisfaction of the General Manager, Parks, Forestry & Recreation.
22. Prior to Block 4 (Park) being released from Escrow, the Owner shall fulfill its obligations as set out in Section 20 of the City's standard subdivision agreement.
23. Prior to Block 4 (Park) being released from Escrow, the Owner shall agree to be responsible for the use, maintenance and liability of Block 4 (Park), to the satisfaction of the General Manager, Parks, Forestry & Recreation.

Parkland Dedication - Costs

24. The Owner shall agree to pay for the costs of the parkland dedication and the preparation and registration of all relevant documents. At the time Block 4 (Park) is released from Escrow, the Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the parkland dedication.

Edge Treatment between Blocks 4 and 6

25. The Owner agrees to provide a publicly accessible, privately owned and maintained walkway on Block 6 to service the residential units on Block 6 to the satisfaction of the Chief Planner in consultation with the General Manager, Parks, Forestry & Recreation. The Owner acknowledges that any such access walkways serving the residential units on Block 6 will not be a permitted encumbrance on Block 4 (Park).

Fencing Plan

26. The Owner agrees to provide the City with a fencing plan to the satisfaction of the General Manager, Parks, Forestry & Recreation in consultation with the Chief Planner, for a fence to be located within Block 6 adjacent to Block 4 (Park). Such fencing plan will detail, among other matters, the location (on private property), treatment of entrances to the individual units and construction material.

27. The Owner agrees to construct, at its own expense, the decorative fence for units adjacent to Block 4 (Park) as noted in Condition 26 above in accordance with the approved fencing plan.
28. The Owner agrees to ensure that all applicable Offers of Purchase and Sale and/or Rental Agreements, related to lots/blocks abutting City owned parkland maintained by the City include warning clauses, to the satisfaction of the General Manager, Parks, Forestry & Recreation, respecting:
 - (a) a prohibition against installation of any form of screening or fencing along the property lines other than as contemplated in the registered Subdivision Agreement or as otherwise approved by the General Manager, Parks, Forestry & Recreation in consultation with the Chief Planner.
 - (b) a prohibition against removal or alteration of screening or fencing required to be installed pursuant to the registered Subdivision Agreement on lots/blocks abutting Block 4 (Park) unless otherwise approved by the General Manager, Parks, Forestry & Recreation in consultation with the Chief Planner.
 - (c) notification of a requirement that the screening or fencing installed on Block 6 pursuant to the registered Subdivision Agreement must be maintained, repaired or replaced as necessary by the Owner and that any maintenance, repair or replacement must be consistent with the same material, to the same standards and have the same appearance as the original to the satisfaction of the General Manager, Parks, Forestry & Recreation in consultation with the Chief Planner.
 - (d) Notification that the walkway on Block 6 will remain privately-owned and maintained and publicly accessible at all times of the day; and
 - (e) Notification of a requirement that the walkway installed on Block 6 pursuant to the registered Subdivision Agreement must be maintained (including snow removal), repaired or replaced as necessary by the Owner and that any maintenance, repair or replacement must be consistent with the same material, to the same standards and have the same appearance as the original and be to the satisfaction of the General Manager, Parks, Forestry & Recreation in consultation with the Chief Planner.

The Owner agrees to provide its Solicitor's confirmation to the City advising that the clauses set out above have been included in applicable Offers of Purchase and Sale and/or Rental Agreements to ensure that future occupants are aware of the restrictions on lands abutting Block 4 (Park).

Parkland Grading and Drainage

29. Prior to the registration of the plan of subdivision, the Owner shall ensure that the grading and drainage for Block 6 are compatible with the grades of Block 4 (Park) to the satisfaction of the General Manager, Parks, Forestry & Recreation and the Executive Director, Technical Services.

Park Final Design and Programming

30. Prior to the registration of the plan of subdivision, the Owner shall agree that the General Manager, Parks, Forestry and Recreation will determine the final location, configuration, design, development and programming of the parkland to be conveyed to the City.

Above Base Park Improvements

31. The above base park improvements will be constructed by the applicant and subject to the approval of General Manager of Parks, Forestry & Recreation. The above base park improvements will be equivalent to the Parks and Recreation component of the development charges applicable to market housing. The applicant will submit a letter of credit equal to 120% of the value of the Parks and Recreation component of the Development Charges for each phase of residential development. The details and timing of this will be outlined in the Escrow Agreement.
32. The Owner is required to design and construct the park to the satisfaction of the General Manager, Parks, Forestry & Recreation. Areas to be addressed in the design of Block 4 (Park) are park programming, sustainable design and plantings, community and public safety, ground surface treatment, seating, vandalism etc. Details of these requirements will be outlined in the Escrow Agreement.
33. Prior to the issuance of the first above grade building permit on Block 6, the Owner shall submit for the approval of the General Manager, Parks, Forestry & Recreation, a park design concept and a park development budget.

Completion of Parkland Development

34. The development of Block 4 (Park) shall be completed within 18 months of the issuance of the first above grade building permit for Block 6. Unforeseen delays (eg. weather) resulting in the late delivery of the park block shall be taken into consideration at the discretion of the General Manager, Parks, Forestry & Recreation when determining a revised delivery date for the park block.

Certification of Parkland Completion

35. The Owner, upon satisfactory completion of the parkland development will be required to guarantee such work and associated materials to the satisfaction of the General Manager, Parks, Forestry & Recreation. The Owner will provide stamped certification from its Landscape Architect verifying all work has been completed. As-built drawings will be submitted to the General Manager, Parks, Forestry & Recreation. At that time, the submitted letters of credit securing the parks and recreation component of the development charges and the base park improvements will be released, less 20% which shall be retained for a two year period as a performance guarantee.

Development Charges Credit

36. The Owner's total obligation with respect to the design and installation of Parkland Improvements will not exceed the aggregate amount of the Parks and Recreation service component of the Development Charges for all dwellings in the subdivision, notwithstanding the approved budget. The Owners acknowledge that the City will give them a Development Charge credit for Parkland Improvements provided over and above the Base Park Improvements. All plans, budgets, Development Charge credits and letters of credit shall be to the satisfaction of the General Manager, Parks, Forestry & Recreation.

Terms and Conditions

37. All plans, budgets, Development Charge credit, and Letters of Credit submitted by the Owner to the City shall be to the satisfaction of the General Manager of Parks, Recreation and Forestry. The Owner shall agree that all Letters of Credit that are to be provided by the Owner, unless determined otherwise by the City of Toronto, are intended to be in current dollars and accordingly, shall be adjusted either upwards or downwards, annually, on the anniversary date of the execution of the associated subdivision agreement, in accordance with the change in the Statistics Canada Construction Price Index, or other index to the satisfaction of the City, during such one year period, provided that in no case shall the amount, payable by the Owner, at any time be less than the minimal amount set out in that agreement.

NOISE AND VIBRATION REQUIREMENTS

38. The Owner shall agree to the following:
 - (i) To prepare individual noise and/or vibration studies to address the CP Railway (noise and vibration), GO Transit (noise and vibration), industries (noise and vibration), and the roadways (noise) as part of the site plan control review process for Blocks 1, 2, 3, 6, 7, 9 and 10 to ensure

compliance with MOE guidelines. If any new noise and vibration sources emerge as each site plan is processed, they too should be included. Similarly, if any source ceases to exist, including the aforementioned sources, it should be deleted from the list. Such analysis and studies shall be prepared to the satisfaction of GO Transit and the Chief Planner in consultation with the Executive Director, Technical Services;

- (ii) To implement the recommendations of the analysis and studies satisfactory to the Chief Planner in consultation with the Executive Director, Technical Services;
- (iii) In the event that buildings are constructed for each of the Blocks, in a manner that provides noise buffers to residential dwellings, the Owner may submit an addendum or supplemental report to their original noise and vibration analysis. The Owner shall then be required to implement the recommendations to the addendum or supplemental report satisfactory to the Chief Planner in consultation with the Executive Director, Technical Services;
- (iv) The Owner shall locate any required acoustic fence(s) and/or other acoustic mitigation measures satisfactory to the Chief Planner in consultation with the Executive Director, Technical Services;

CPR REQUIREMENTS

Drainage on CPR Property

39. The Owner shall agree in the Subdivision Agreement that any proposed alterations to the existing drainage pattern affecting CPR's property must receive prior concurrence from CPR and be substantiated by a drainage report to the satisfaction of CPR.

Installation of Fence

40. The Owner shall agree to install a 1.8 metre (6 feet), chain link security fence along the property boundaries of all lands within the draft plan (Blocks 8, 9, 10 and 11) which abut railway corridor lands to the satisfaction of the Executive Director, Technical Services. The Owner further agrees to install such fencing prior to the issuance of any building permit within Blocks 9, 10 and 11.

CPR Warning Clause

41. The following warning clause shall be included in the Subdivision Agreement and inserted in all Agreements of Purchase and Sale or Lease for each dwelling unit. Provisions must be included in the Subdivision Agreement to ensure that the

warning clause survives the release of the Owner's obligations under the Subdivision Agreement and remain on title:

“Warning: Canadian Pacific Railway or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject thereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of development and individual dwelling(s). CPR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way”

“Warning: Any berm fencing or vibration isolation features implemented are not to be tampered with or altered and the Owner shall have the sole responsibility for and shall maintain these features.”

CPR Agreement

42. Prior to the registration of the subdivision agreement, the Owner shall enter into an Agreement with CPR, stipulating how CPR's concerns will be resolved and will pay CPR's reasonable out of pocket cost in preparing and negotiating the agreement.

Letter of Credit – CPR Related Improvements

43. The Owner shall post a Letter of Credit as security for the installation of tree planting, earthen berm and black, 1.8 metre (6 feet) chain link fence along Blocks 8, 9, 10 and 11 (abutting the berm), all inclusive, equal to 120% of the value of these improvements to the satisfaction of the Executive Director, Technical Services and the General Manager, Parks, Forestry & Recreation. The Owner shall agree that there shall be a two-year maintenance period, with an annual inspection involving Parks & Recreation, Works staff and the Owner (and their agents). At the end of that period, upon acceptance, the City shall maintain responsibilities, and return the Letter of Credit.

Warning Clause – Solicitor Confirmation – Noise and Vibration

44. Prior to the registration of the plan of subdivision, the Owner shall provide its Solicitor's confirmation to the City advising that the above warning clauses have been included in all Offers and Agreements of Purchase and Sale and/or Rental Agreements to ensure that future occupants of the designated lots are aware of the noise related issues.

URBAN DESIGN GUIDELINES

45. The Owner shall agree to implement the Metrogate Agincourt Redevelopment, Urban Design Guidelines, dated November 2007, and that all site plan approval applications will be designed in accordance with same.

CONVEYANCE OF PORTION OF SUFFERANCE ROAD

46. The Owner shall agree that the City will close and convey that portion of Sufferance Road required to facilitate the development of Block 2 to the satisfaction of the Executive Director, Technical Services and shall agree to pay all out of pocket costs associated with the required road closure and conveyance of that portion of Sufferance Road. The Owner shall agree to purchase such portion of Sufferance Road at a fair market value.

SUFFERANCE ROAD AND PARK BLOCK

47. The Owner shall agree that the City will close and convey that portion of Sufferance Road required to facilitate the development of a park on Block 4 to the satisfaction of the Executive Director, Technical Services and shall agree to pay all out of pocket costs associated with the required road closure and conveyance of that portion of Sufferance Road.

PUBLIC ART

48. Prior to the registration of the subdivision agreement, the Owner shall prepare a “Public Art Plan” to develop a consistent theme for the development and to locate the art in a location that is highly visible and publicly accessible within a prominent area of the subdivision lands. The Plan will be subject to approval from the Chief Planner and shall consider, amongst other matters, the overall public art plan, the jury composition, the distribution of the \$100,000.00 budget and the proposed phasing for the installation of each part of the Public Art Plan in relation to the phased development of the site. The Public Art Plan shall include the estimated cost of each proposed artwork.

SECTION 37

49. The Owner shall agree that the subdivision will not be registered until such time as the Section 37 agreement has been registered to the satisfaction of the City Solicitor.

TTC DRAFT CONDITIONS OF APPROVAL

50. The Owner shall convey Block 11 to the City, at no cost, for public purposes including, but not limited, to construction of and use as a future bus and subway terminal. The property shall be in an environmentally clean condition, suitable for the proposed use in compliance with applicable Ministry of Environment standards and be free of any legal or surface physical encumbrances, save and except for those pre-existing encumbrances as shown on the draft plan attached. The location of the permanent pedestrian pathway to the north along the eastern perimeter of Block 11 should be specified as part of the conveyance, and must be to the satisfaction of the City and the TTC. The conveyance shall occur prior to the issuance of the first building permit for any part of the subdivision lands.
51. In the event that Block 11 is declared surplus to the needs of the City or TTC within 20 years from the date of the draft approval of the plan of subdivision, the owner of Block 10, including any subsequent owners, will retain the right of first refusal to acquire Block 11, in accordance with the City and TTC disposal and proceeds policies as may be in place at such time. In the event that Block 11 is improved by the City or TTC for public purposes within such 20 year period, this right of first refusal shall expire, and the owner of Block 10 shall have no future right to or interest in Block 11.
52. Following conveyance of Block 11 to the City and prior to the construction of the subway, the land shall be leased back to any condominium corporation located on Blocks 3 and 9, or owner of rental buildings located on Blocks 3 and 9 (“Tenants”) for a nominal sum for the purposes of fulfilling the pre-subway minimum parking requirements under the City’s applicable zoning by-law. The lease agreement to be executed with City/TTC will specify that all maintenance, liability and any other responsibilities associated with the interim use of Block 11 will rest with the Tenant. In addition, the lease will contain a termination clause that will specify that neither the City/TTC nor the Tenant will be required to replace the lost parking spaces. The City approved zoning by-law for the development application must specifically recognise the lowered minimum parking requirements in the post-subway timeframe and ensure any residential use meets the post subway parking standards with on-site parking.
53. The Owner shall agree in the subdivision agreement that prior to the issuance of a building permit in respect of any residential building or mixed use building containing residential units or office building proposed to be constructed on the lands, that the applicant shall submit to the TTC and the City written confirmation prepared by a professional engineer that attenuation measures have been incorporated in/on such building(s) so that the levels of noise, vibration, electro-magnetic interference (“EMI”) and stray current which may be received at any residential building, or mixed use building containing residential units, of office building, as transmitted by existing or proposed TTC transit operations and facilities, will be at the lowest levels technically feasible for such use.

54. The Owner shall agree in the subdivision agreement: (i) not to request the City to grant any building permit(s) until the TTC has been given an opportunity to review the confirmation required by the previous condition and to provide written comments, if any, to the City and the applicant; and (ii) to request the City not to issue any building permit(s) until the confirmation required by the above condition in relation to such permits has been given to the TTC with 30 days to review such confirmation and to provide written comments, if any to the City and the applicant.

55. The Owner shall agree in the subdivision agreement to include, in all offers or agreements of purchase and sale or lease respecting the Lands proposed within the plan for residential uses within 300 metres of Block 11 or the future subway alignment, the following warning clause (the “Warning Clause”):

“Warning: Parts of this development are in close proximity to the Toronto Transit Commission’s (“TTC”) future alignment and station for the extension of the Sheppard Subway and associated bus terminal. Notwithstanding the inclusion of certain mitigation features within this development to lessen potential noise, vibration, odour, visual impact, EMI and stray current, from time-to-time noise, vibration and stray current from the subway operations may be audible and/or experienced, noise and odour from the bussing operations may be unpleasant and lighting at or near the subway/bus station may sometimes be intrusive and may affect the living environment of the residents in the development. The TTC shall not be responsible for any complaints or claims arising from any of the activities at or relating to the TTC subway/bus station and/or operations on, over or under TTC facilities.”

Provisions shall be included in the Subdivision Agreement to ensure that the TTC Warning Clause survives the release of the Owner’s obligations under the Subdivision Agreement and remain on title.

56. The Owner shall agree in the subdivision agreement to include in all offers or agreements of purchase and sale or lease respecting lands proposed for residential uses within the plan the following warning clause (the “TTC Construction Warning Clause”):

“Warning: Parts of this development are in close proximity to the Toronto Transit Commission’s (“TTC”) future alignment and station for the extension of the Sheppard Subway and associated bus terminal and a possible relocated GO Transit Agincourt Station, and related buildings, walkways, platforms and bus terminal (“Future Transit Facilities”). Noise, dust, dirt, construction traffic, and visual impact from construction of such facilities may sometimes be disruptive and intrusive and may affect the living environment of the residents in the development. The TTC and/or GO Transit shall not be responsible for any complaints or claims arising from any activities at or relating to the construction

of the Future Transit Facilities including any liability for the loss of parking spaces on lands on which the Future Transit Facilities are constructed.”

57. The Owner shall agree in the subdivision agreement that the TTC Warning Clause and the TTC Construction Warning Clause shall also be included in any residential condominium disclosure statement applicable to the Owner’s lands within 300 metres of Block 11 or any portion thereof.
58. The Owner shall agree in the subdivision agreement that a large area plan shall be displayed in the sales pavilion(s), prominently identifying the potential alignment of the TTC subway line and location of the subway/bus station.
59. The Owner shall agree in the subdivision agreement to include in all offers of agreement of purchase and sale or lease, respecting lands proposed for residential uses within the plan, provisions requiring the purchaser or tenant to : (i) acknowledge in writing that the purchaser or tenant has read the TTC Warning Clause and TTC Construction Warning Clause; (ii) release the TTC from any and all liability resulting from the construction of an continued operation of the subway/bus station in compliance with applicable provincial requirements; and (iii) request any purchaser to agree to obtain from any subsequent purchaser or transferee the provisions contained in (i) (ii) and (iii) of this acknowledgement and release.
60. The Owner shall agree in the subdivision agreement that copies of the written acknowledgment letter and release required in the above condition shall be provided to the TTC upon reasonable request.
61. The Owner agrees in the subdivision agreement to grant a permanent and perpetual easement to the TTC over all subdivision lands within 70 metres of the Block 11 lands, (excluding Block 11) for the purpose of discharging, emitting or releasing any lawful noise, vibration and odour in connection with any lawful present and future transit and bus operations including all existing and future facilities and operations and all future renovations, additions, expansions and new facilities required for transit and bus operations, upon the City/TTC/GO Transit Block 11 lands.
62. The Owner shall agree in the subdivision agreement that \$250,000.00 shall be payable to the TTC primarily for the design and construction of bus queue jump lane to be located northbound on Kennedy Road in the vicinity of the westbound 401 off-ramp and Sufferance Road substantially in accordance with the plan attached to the TTC letter dated March 8, 2005. The balance of the \$250,000.00 is to be used for transit signal prioritization in the immediate vicinity of the subdivision lands.

The \$250,000.00 shall be payable in four cash instalments of \$62,500.00 each and shall be due in the following sequence:

- (a) The first instalment shall be payable prior to the issuance of a building permit for the first phase of the development; and
- (b) The remaining instalments shall be payable prior to the issuance of site plan approval for Blocks 3, 6, 7 and 9 respectively, or portion thereof.

Should the TTC not receive the necessary approvals for and/or construct the bus queue jump lane, the entirety of the \$250,000.00 shall be used for transit signal prioritization for routes in the immediate vicinity of the subdivision lands.

- 63. The Owner shall agree in the subdivision agreement to secure, provide and convey to the City, and to be maintained in the future, the pedestrian/bicycle path connection as shown on the draft plan attached and to the north boundary of the CPR line. Upon conveyance of Block 11 to the City, the City agrees to maintain the pedestrian walkway/bicycle path from the southern boundary of Block 11 to the CPR line.

GO TRANSIT

- 64. For Blocks 1 and 3, the Zoning By-law shall require a minimum dwelling setback from the railway right-of-way of 30 metres. If a reduced setback of 25 m is required, an alternative berm structure may be considered if it provides an equivalent safety measure as the required earthen berm. Typical railway design criteria, as provided by GO Transit or their representative, are to be used in design of the alternative berm structure. GO Transit's reasonable, out of pocket, costs to review the design to be funded by the applicant.
- 65. The Owner shall agree in the subdivision agreement, in wording satisfactory to GO, to the following:
 - (a) Adjacent to the GO Rail corridor along Street B, construct and maintain an earthen berm a minimum of 2.5 metres above grade at the property line, having side slopes not steeper than 2.5 to 1, adjoining and parallel to the railway right-of-way with appropriate integration with adjacent crashwall measures.
 - (b) Install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line or to form a continuous barrier to trespassers in conjunction with any acoustic fence.
 - (c) That any proposed alterations to the existing drainage pattern affecting GO property must receive prior concurrence from GO and be substantiated by a drainage report to the satisfaction of GO.

66. The following warning clause shall be included in the subdivision agreement and inserted in all Agreements of Purchase and Sale or Lease for each dwelling unit. Provisions must be included in the Subdivision Agreement to ensure that the warning clause survives the release of the Owner's obligations under the subdivision agreement and remain on title:

Warning: The Greater Toronto Transit Authority, carrying on business as GO Transit, and its assigns and successors in interest has or have a right-of-way within 300 metres from the land the subject hereof and a possible relocated GO Transit Agincourt Station, and related buildings, walkways, platforms and bus terminal ("Future Transit Facilities"). There may be alterations to or expansions of the rail facilities on such right-of-way and/or of the bus and station facilities in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s).GO Transit will not be responsible for any complaints arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.

67. For Blocks 1 and 3, the Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the crashwall for Blocks 1 and 3, security and acoustic fencing, noise mitigation measures identified in the approved noise study and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of GO.
68. For Blocks 6, 7, 9 and 10. the Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that noise and vibration measures implemented, in accordance with the noise and vibration studies, are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of GO.
69. The Owner shall enter into an agreement with GO, stipulating how the items in conditions 64 to 74, exclusive of condition 70, will be addressed and will pay GO's reasonable out of pocket costs in preparing and negotiating the agreement.
70. With respect to any lands abutting the railway right-of-way which are intended to be conveyed to the City, the City shall enter into an agreement with GO to secure the construction and maintenance of the chain link fence and required mitigation measures.

71. The Owner agrees in the subdivision agreement to grant a permanent and perpetual easement to GO Transit over that portion of the subdivision lands within 70 m of the future bus terminal and 75 m of the GO rail corridor (excluding Block 11) for the purpose of discharging, emitting or releasing any lawful noise or vibration in connection with any lawful present and future railway and bus operations including all existing and future facilities and operations and all future renovations, additions, expansions and new facilities required for railway, transit and bus operations, upon the City/TTC/GO Transit Block 11 lands and the adjacent GO Transit lands.
72. The Owner shall agree in the subdivision agreement that the Warning Clause shall be included in any residential condominium disclosure statement applicable to the Owner's lands or any portion thereof.
73. The Owner shall agree in the subdivision agreement that a large area plan shall be displayed in the sales centre, prominently identifying the potential alignment of the future GO Station facilities and existing rail corridor.
74. The Owner shall agree to secure, provide and convey to the City and to be maintained in the future the pedestrian walkway/bicycle path connection as shown on the draft plan and to the northern boundary of the CPR line. Upon conveyance of Block 11 to the City, the City agrees to maintain the pedestrian walkway/bicycle path connection from the southern boundary of Block 11 to the CPR line.

DEMOLITION OF BUILDINGS AND STRUCTURES

75. Prior to the registration of the plan of subdivision, the Owner shall demolish any existing buildings and structures to the satisfaction of the Executive Director, Technical Services and the Chief Building Official.

ARCHAEOLOGICAL ASSESSMENT

76. The Owner agrees that in the event that deeply buried archaeological remains are encountered on the property during construction activities, the Owner shall immediately notify both the Heritage Operations Unit of the Ministry of Culture at (416) 314-7146 and the City of Toronto Heritage Preservation Services Units at (416) 338-1096.
77. The Owner agrees that in the event that human remains are encountered during construction, the Owner shall immediately notify both the Ministry of Culture and the Registrar or Deputy Registrar of Cemeteries at the Cemeteries Regulation Unit, Ministry of Government Services at (416) 326-8404.

NOTES TO DRAFT APPROVAL:

1. Where any provision of these draft plan of subdivision conditions of approval makes reference to the Owner, it is understood that any rights and/or obligations accruing to the Owner are attributable to its successors and assigns.
2. Where any provision of these draft plan of subdivision conditions of approval makes reference to a condition to be satisfied or work undertaken by the parties to this agreement, those parties agree to pursue the resolution of such condition or work in a timely, reasonable and cooperative manner.