

Attachment 9: Conditions of Site Plan Approval

The City Planning Division, North York District, has completed the review of the proposal for the development of a 28-storey, 308 unit residential building, two 2-storey townhouses and two 4-storey townhouse buildings containing 74 units at 19-23, 27-31 & a portion of 33-37 Olive Avenue, 18, 22-26 & a portion of 28-32 Holmes Avenue as outlined in the following plans and drawings:

Drawing Number	Title of Plan	Date Stamped	Revision Date	Prepared By
SK-01	Site Plan	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-02	Site Plan (Ground Floor)	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-03	Underground Level P3	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-04	Underground Level P2	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-05	Underground Level P1	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-06	Tower Ground Floor	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-07	Tower Second Floor	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-17,18	Elevations - Tower	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
SK-19,20	Elevations - Townhouses	March 18, 2008	March 17, 2008	Northgrave Architect Inc.
L-1	Layout Plan	March 4, 2008	March 3, 2008	Land Art Design Landscape Architect
L-2	Planting Plan	March 4, 2008	March 3, 2008	Land Art Design Landscape Architect

Prior to final approval of the plans and drawings listed herein and to satisfy applicable law requirements of Section 114 of the City of Toronto Act, the owner shall be required to fulfill the following conditions of site plan approval:

1. The Owner shall develop the lands in accordance with the requirements and conditions contained in the following:
 - (a) Technical Services Division memorandum dated March 14, 2008;
 - (b) Parks, Forestry and Recreation (Urban Forestry) memorandum dated March 4, 2008;
 - (c) Parks, Forestry and Recreation (Planning, Design & Development) memorandum dated March 14, 2008;
 - (d) Toronto District School Board memorandum dated June 5, 2007;
 - (e) Bell Canada memorandum dated June 15, 2007.
2. The Owner shall make satisfactory arrangements with Technical Services for work on the City's right-of-way to provide a 2.0 m wide concrete sidewalk along the Holmes Avenue and Olive Avenue frontage of the site and provide financial security in the amount of \$36000.00. Submit engineering and inspection fees in the amount of \$1800.00 and provide insurance, as required.
3. The Owner shall submit a cash in lieu payment to the Executive Director, Technical Services in the amount of \$11,000.00 for stormwater quality controls.
4. The Owner shall provide final landscape plans addressing the requirements of the Urban Forestry memorandum dated March 4, 2008 to the satisfaction of the Supervisor, Tree Protection & Plan Review, North York District.
5. The Owner shall submit to the Chief Financial Officer and Treasurer as a deposit a letter of credit or certified cheque for 120% of the value of the on-site landscaping, fencing, plantings, decorative paving, retaining walls and other landscape features. The letter of credit shall be in a form satisfactory to the City Treasurer in accordance with its standard format for letters of credit as of the date of submission of the letter of credit to the City, and which shall provide for automatic renewal rights at the end of term, to complete all outstanding work required by these conditions. The deposit shall be returned to the Owner at such time as the Director is satisfied that the property has been developed in accordance with the approved drawings and the conditions of approval.
6. The execution of a site plan agreement.

Please note that if these conditions are not fulfilled within 2 years of the date of this notice, then this notice is no longer valid and a new submission is required unless a written request for time extension is received and granted by the Director of Community Planning.

In addition to the above, the following conditions are to be fulfilled following the issuance of notice of approval conditions for the site plan and will be incorporated into a site plan agreement:

1. This approval is valid for a period of two years from the date of the approval.
2. The lands shall be developed and maintained in accordance with the approved Site Plan drawings and conditions of approval. The Owner acknowledges that notwithstanding this approval, the lands shall be developed in accordance with the applicable zoning by-law(s) and that it is the responsibility of the Owner to ensure that the development is in conformity with the applicable zoning by-law(s) to the satisfaction of the Chief Building Official.
3. The Owner shall develop the lands in accordance with the requirements and conditions contained in the following:
 - (a) Technical Services Division memorandum dated March 14, 2008;
 - (b) Parks, Forestry and Recreation (Urban Forestry) memorandum dated March 4, 2008;
 - (c) Parks, Forestry and Recreation (Planning, Design & Development) memorandum dated March 14, 2008;
 - (d) Toronto District School Board memorandum dated June 5, 2007;
 - (e) Bell Canada memorandum dated June 15, 2007.
4. All of the work shown on the approved drawings and all of the work required by the conditions of this approval shall be completed within 3 years from the date of this approval failing which, this approval shall require an extension by the Director, Community Planning, North York District (the "Director"), or his successor, prior to the issuance of any building permit.
5. The owner shall agree that all refuse and recycling storage shall be contained within the building. Refuse and recycling materials shall be transported to the collection area on collection days only. The Owner acknowledges that garbage shall be collected in accordance with Garbage By-law 235-2001, as amended.
6. The owner shall agree that all driveways, loading and parking areas shall be paved with asphalt, turfstone, concrete or concrete unit pavers.
7. The owner shall agree that designated parking spaces for persons with disabilities shall be identified with proper signage and logos to the satisfaction of the Director of Transportation Services, Technical Services Department, or his successor. All designated parking spaces, walkways and curb ramps shall conform to the City of Toronto (formerly North York), "Barrier-Free Accessibility, Design Guidelines and Policy Handbook (Exterior Guidelines)."

8. The owner shall agree that all site illumination shall be designed to prevent the spread of light onto adjacent properties.
9. The owner shall agree that no signage, satellite dishes, cellular telephone antennae or associated equipment shall be provided on the roof of the building, without the prior approval of the Director.
10. The owner shall agree that all above-grade electrical transformers, gas regulators, and other equipment are not permitted above grade in any yard abutting a public street unless screened from view with landscaping or fencing to the satisfaction of the Director, or his successor. All clearances from Toronto Hydro facilities must be maintained to the satisfaction of Toronto Hydro or such successor body. The owner shall make arrangements to the satisfaction of the affected Utility for the installation, relocation and protection of all utilities.
11. The municipal address of the project is to be well illuminated, provided in a prominent location and designed to be easily readable from adjacent streets.
12. Site grading shall be designed to ensure that there are no drainage problems created on a adjacent lands.
13. The owner shall agree that all existing trees scheduled to be preserved shall be maintained in accordance with the City of Toronto Standards For The Protection And Care Of Trees. Any tree that is removed in contravention of the Site Plan Approval, or that is severely damaged, shall be replaced with a tree or trees of similar value to the satisfaction of the Director in consultation with the Urban Forestry Services Division.
14. The site plan agreement will also stipulate the following:
 - (a) The Owner acknowledges that where it fails to promptly complete the work required by this Agreement, the City, in addition to and without prejudice to any other rights which it may have pursuant to this Agreement or otherwise at law, may enter onto the lands, perform such work and take any steps as are required, in the sole discretion of the City, to carry out and complete the work.
 - (b) The Owner agrees that the City has the right to recover the total cost of all work and materials, plus a management fee equal to 20 percent of the total cost of such work and materials. In addition to any other remedies it may have, the City may collect the sums owing in like manner as municipal taxes, with all such amounts to be payable as directed by City Council pursuant to Section 427 of the Municipal Act.
 - (c) The Owner acknowledges that the City enters onto the lands solely as the agent of the Owner, and such entry shall not be deemed, for any purpose, to constitute acceptance or assumption of all or any portion of the work required by this Agreement.
 - (d) The Owner shall, at all times, indemnify and save harmless the City from and against any and all claims, demands, losses, costs, charges, expenses, actions and

other proceedings (including those in connection with workplace safety and insurance compensation or any similar or successor arrangements) made, brought against, suffered by or imposed on the City or its property in respect of any failure by the Owner to fulfill any of its obligations under this Agreement in respect of its responsibility for any potential soil contamination or remediation of the lands.

- (e) The Owner agrees:
- (i) that it shall save harmless, defend and fully indemnify the City, and each of the persons under the City's jurisdiction, from and against all actions, suits, claims, and demands which may be brought against or made upon the City, and any persons under the City's jurisdiction, and from and against all loss, costs, charges, damages and expenses which may be sustained, incurred or paid by the City, and each of any persons under the City's jurisdiction, by reason of, or on account of, or in consequence of this clause;
 - (ii) that it will pay to the City and to each of any persons under the City's jurisdiction, on demand, any loss, costs, or damages which may be sustained, incurred or paid by the City in consequence of any such action, suit, claim or demand; and
 - (iii) on default of such payment all such loss, costs or damages and all such monies so paid or payable may be recovered in any court of competent jurisdiction.