

Attachment 8: Conditions of Draft Plan of Subdivision

1. The Owner shall enter into the City's standard Subdivision agreement and satisfy all of the pre-registration conditions contained therein (required in most cases to secure the construction of the provision of municipal services, parkland, planning issues related to warning clauses etc.).

Technical Services

2. Pay to the City (\$40.00) per lot/block towards the cost of geodetic and aerial survey.
3. Dedicate all roads and corner roundings shown on the plan.
4. Convey to the City all 0.3 metre (one foot) reserves shown on the plan.
5. Convey all necessary easements to the City.
6. Prepare all documents to convey lands in fee simple and easement interests to the City for nominal consideration, such lands to be free and clear of all physical and title encumbrances to the satisfaction of the Technical Services Division in consultation with the City Solicitor.
7. Submit a draft Reference Plan of Survey to the Executive Director of Technical Services, for review and approval, prior to depositing it in the Land Registry Office. The plan should:
 - i. Be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System) and the 3 degree Modified Transverse Mercator projection);
 - ii. Delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenance rights-of-way and easements; and
 - iii. Show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.
8. Pay all costs for preparation and registration of reference plan(s).
9. The Owner agrees to retain the services of a Qualified Person to conduct an environmental site assessment for the lands to be conveyed to the City, in accordance with the terms and conditions of the standard subdivision agreement, including providing payment for a peer reviewer and the submission of a Record of Site Condition (RSC).
10. Pay engineering and inspection fees in accordance with the terms and conditions

- of the standard subdivision agreement.
11. Submit financial security in accordance with the terms of the standard subdivision agreement and the prevailing City of Toronto policy.
 12. Apply stormwater management techniques in the development of this subdivision to the satisfaction of Technical Services.
 13. Approval of this Subdivision application is conditional upon approval of the Zoning application for this site; file No. 10 227202 NNY 10 OZ.
 14. The owner will be responsible for all the costs associated with on-street signage and pavement markings for this development proposal.
 15. Prior to subdivision approval the applicant must submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque of the amount of \$4,700 to the City of Toronto, as required by the City for signage.

Parks, Forestry and Recreation

16. The construction of the underground garage must not interfere or disrupt the park. The applicant is required to identify to Parks, Forestry and Recreations, the methods by which this construction will take place and how the park will be preserved and the safety of the park users protected.
17. A plan showing the existing and proposed grades are required along the full length of the property line between the park block and the townhouse development. The existing grades of the park must be met at the property line so as not to impact any trees or shrubs located in the park.
18. The applicant must ensure that the development construction does not impact the park.
19. Garbage and construction debris must not infringe onto the park.

Urban Forestry

20. The Owner agrees to submit a letter of credit as a tree protection guarantee for existing trees. If tree protection is maintained as specified in the arborist report and in accordance with the City of Toronto's Tree Protection and Specifications for Construction near Trees, monies will be released at the completion of construction. If it is discovered that there was encroachment within a tree protection zone, or a tree was not protected in accordance with the arborist report and the City of Toronto's Tree Protection policy and Specifications for Construction near Trees, monies will be held for a period of up to five years after construction is completed.

21. The Owner agrees that post holes for fences within tree protection zones must be hand dug, or excavated using the hydrovac method of excavation, and that roots larger than 2.5 cm in diameter will not be cut. If necessary, post holes should be relocated to ensure significant roots are not cut.
22. Prior to the acceptance of engineering drawings by Technical Services, the Owner agrees to provide a composite utility plan, indicating the location of all existing and proposed underground and above ground utilities in relation to proposed tree planting locations, at a minimum scale of 1:250, to the satisfaction of Technical Services and the General Manager of Parks, Forestry and Recreation.
23. The Owner agrees that trees will be planted by a qualified arborist or nursery person. They must determine how much settlement, if any, may occur, to ensure trees are not planted too high, or settle too deeply. Trees are to be planted after final grading, and once the sod has been laid.
24. Prior to planting, the Owner agrees to submit to Urban Forestry, a watering schedule for newly planted trees during the guarantee period.
25. The Owner agrees to contact Urban Forestry one week prior to tree planting, and once the trees have been planted, in order to establish the anniversary dates.
26. Upon written request from the Owner, Parks, Forestry and Recreation agrees to inspect the newly planted trees and will advise the Owner if the trees are satisfactory. The Owner acknowledges and agrees to maintain the trees for a period of two (2) years after being advised in writing that Parks, Forestry and Recreation is satisfied with the newly planted trees. The Owner acknowledges that, should any newly planted tree require replacement during this guarantee period, the tree shall be replaced immediately and shall have an additional two (2) year maintenance period placed on this new planting. At the end of that period, upon acceptance, the City shall accept maintenance responsibilities and return the Letter of Credit.
27. The Owner shall ensure that there shall be no wording in any Agreement of Purchase and Sale and/or Rental Agreement for any lands within the plan of subdivision that states or creates an expectation that there will be a tree in front of each residential lot.
28. Prior to final registration of the plan of subdivision, 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 that they may not received a street tree in front of their property.

Heritage Preservation Services, Policy and Research Division, City Planning

29. In the event that deeply buried archaeological remains are encountered on the property during construction activities, the Heritage Operations Unit of the Ministry of Tourism and Culture be notified immediately at (416) 314-7146 as well as the City of Toronto, Heritage Preservation Services Unit (416) 338-1096.
30. In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Tourism and Culture, and the Registrar or Deputy Registrar of Cemeteries at the Cemeteries Regulation Unit, Ministry of Government Services, (416) 326-8404.

Toronto Green Standards

31. The Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of PG32.3 of the Planning and Growth Management Committee.

Toronto Transit Commission

32. That the existing eastbound bus stop located on Antibes Drive at the east end of the site be relocated to the satisfaction of the Toronto Transit Commission. The stop is to be provided with a level 12-metre brushed concrete platform and meet other specifications of the Toronto Transit Commission.

Gas Distribution

33. The Developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities.
34. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.
35. The Developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary filed survey information required for the installation of the gas lines.

Bell Canada

36. The Owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.

Canada Post

37. Prior to the registration of the plan of subdivision, the Owner shall make satisfactory arrangements with Canada Post concerning a centrally-located community mailbox area and provide a plan to the City showing the location of all proposed community mailboxes, associated garbage containers and landscaping within the area of the community mailboxes.
38. The Owner/Developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans. The developer shall supply, install and maintain the mail box area to Canada Post specifications. All mail equipment is to be installed in a location that is readily accessible to all occupants and Canada Post delivery personnel.
39. The Owner/Developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - (i) An appropriately sized sidewalk section (concrete pad) as per municipal standards, to place the community Mailboxes on;
 - (ii) Any required walkway across the boulevard, as per municipal standards; and
 - (iii) Any required curb depressions for wheelchair access.
40. The Owner/Developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
41. The Owner/Developer further agrees to determine and provide a suitable temporary mailbox location(s), which may be utilized by Canada Post until curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new residences as soon as the houses are occupied.

Other

42. The Owner shall provide to the Director of Community Planning, North York District, confirmation that the taxes have been paid in full. (statement of account or Tax Clearance Certificate).
43. If the subdivision is not registered within 5 years of the date of draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.

