

Authority: North York Community Council Item NY8.45, adopted as amended, by City of Toronto Council on September 30, October 1 and 2, 2015

**CITY OF TORONTO**

**Bill No. 1176**

**BY-LAW No. -2015**

**To amend former City of North York Zoning By-law No. 7625, as amended, with respect to the lands within the York University Secondary Plan Area.**

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;

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*;

Whereas the Official Plan of the City of Toronto contains provisions relating to the authorization of increase in height and density of development;

Whereas pursuant to Section 37 of the *Planning Act*, the Council of a municipality may, in a By-law passed under Section 34 of the *Planning Act*, authorize increases in the height and density of development otherwise permitted by the By-law that will be permitted in return for the provision of such facilities, services and matters as are set out in the By-law;

Whereas Subsection 37(3) of the *Planning Act*, provides that, where an owner of land elects to provide facilities, services or matters in return for an increase in the height and density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters;

Whereas the owner of the lands hereinafter referred to has elected to provide the facilities, services and matters as hereinafter set forth; and

Whereas the increase in the height and density of development permitted hereunder, beyond that otherwise permitted on the aforesaid lands by the By-law, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law, which are to be secured by one or more agreements between the owner of the land and the City of Toronto.

The Council of the City of Toronto enacts:

1. Schedules "B" and "C" of By-law 7625 of the former City of North York are amended in accordance with Schedules 1 and 2 of this By-law.
2. Section 64 of By-law 7625 of the former City of North York is amended by adding the following Section:

**64.1 EXCEPTIONS TO THE YORK DOWNSVIEW MIXED-USE-3 ZONE (YDMU-3)**

The following exceptions apply to the YDMU-3 Zone:

3. Section 64 of By-law 7625 of the former City of North York is amended by adding the following new subsection:

64.1 YDMU- 3(1)

**DEFINITIONS** For the purpose of this exception.

- (a) "bedroom accommodation" means a bedroom forming part of a residence unit.
- (b) "bicycle parking space" means an area equipped with bicycle racks that is used for the purpose of parking and securing a bicycle, and "long-term" bicycle parking space and "short-term" bicycle parking space have the following meaning:
  - (i) "long-term" bicycle parking spaces are bicycle parking spaces for use by the occupants or tenants of a building, and shall be located in a secure and weather protected bicycle parking area; and
  - (ii) "short-term" bicycle parking spaces are bicycle parking spaces for use by visitors to a building and shall be located in an at grade bicycle parking area, and

a bicycle parking space for a residence unit in a multi-unit residential building will not be provided within a dwelling unit, on a balcony or in a storage locker.

- (c) "Building C1" and "Building C2" shall mean respectively Buildings C1 and C2 as shown on Schedule 2.
- (d) "grade" shall mean 199.35 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment).
- (e) "private academic accommodations" shall mean that part of a mixed-use building containing residence units used exclusively for students enrolled in a post-secondary institution on York University's Keele Campus, which is either,
  - (i) owned or operated by the post-secondary education institution, or
  - (ii) operated by a third party under an agreement or lease from the post-secondary education institution requiring the premises to be operated as a student residence on behalf of the post-secondary education institution, and

the mixed-use building provides access to the residence units only from an internal corridor system and contains no other use except at grade non-residential space.

- (f) "residence unit" means living accommodation in a private academic accommodation, and which comprise of a dwelling unit or one or more bedroom

accommodations, and which contain kitchen and sanitary facilities as well as common areas.

- (g) "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4" and "Schedule 5" shall each respectively mean "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4" and "Schedule 5" appended to the By-law **XXXX (clerks to insert number of this bylaw)**.

### **PERMITTED USES**

- (h) Notwithstanding Section 42.1 (Permitted Uses) of By-law 7625, non-residential uses, including private recreational amenity areas, shall include restaurants, retail stores, community centres, clubs, personal service shops, professional medical offices, professional offices, artist studios, art galleries, commercial galleries, dry cleaning and laundry collecting establishment, printing, financial institutions, fitness centres, office uses, outdoor cafés and take-out restaurants, shall be permitted on the lands identified on Schedule 1.
- (i) Only non-residential uses shall be contained in the ground floor of the building, except for accessory residential uses (including but not limited to residential lobby space, mail rooms, garbage/recycling rooms, mechanical rooms, utility rooms, exit stairs and corridors). Notwithstanding the above, a maximum of 5 residence units are permitted on the ground floor of Building C1 and a maximum of 12 residence units on the ground floor of Building C2 provided the residence units do not front onto a public street.
- (j) No non-residential uses shall be permitted in the remaining floors of the buildings and notwithstanding Section 42.1 (Permitted Uses) of By-law 7625 the only permitted residential uses are private academic accommodations and residents units.

### **EXCEPTION REGULATIONS**

#### **GROSS FLOOR AREA**

- (k) Notwithstanding Section 42.2.2 (Gross Floor Area) of By-law 7625:
- (i) The total gross floor area of all buildings combined on the lands designated as YDMU-3(1), as identified on Schedules 1 and 2, shall be a maximum of 31,900 square metres;
  - (ii) The maximum gross floor area of Building C1 shall be 14,600 square metres;
  - (iii) The maximum gross floor area of Building C2 shall be 17,300 square metres;

- (iv) The minimum gross floor area of non-residential uses for Buildings C1 and C2 combined shall be 2,475 square metres;
- (v) The maximum gross floor area for non-residential uses for Buildings C1 and C2 combined shall be 2,850 square metres;
- (vi) The maximum gross floor area of private academic accommodations uses for Buildings C1 and C2 combined shall be 29,050 square metres;
- (vii) For buildings C1 and C2, storage locker space and bicycle parking areas, located within a building but not within a dwelling unit shall be excluded from the calculation of gross floor area.

### **RESIDENCE UNITS AND BEDROOM ACCOMMODATIONS**

- (l) The total number of residence units for Buildings C1 and C2 shall not exceed 487.
- (m) Building C1 shall have a maximum of 210 residence units.
- (n) Building C2 shall have a maximum of 277 residence units.
- (o) A maximum of 4 bedrooms per residence unit shall be permitted.
- (p) The minimum size of any residence units on the lands identified on Schedule 1, shall be as follows:

Bachelor residence unit	24.0 square metres
1 bedroom residence unit	40 square metres
2 bedroom residence unit	48 square metres
3 bedroom residence unit	110 square metres
4 bedroom residence unit	116 square metres

### **BUILDING HEIGHT**

- (q) The provisions of Section 42.2.3 (Height of Buildings or Structures) shall not apply on the lands designated as YDMU-3(1) on Schedule 1. Instead, the maximum building heights for such lands shall not exceed either 6 storeys or the heights in metres measured from grade as set out in Schedule YDMU-3(1), as identified on Schedule 2, and no residential gross floor area or non-residential gross floor area shall be erected or used on the lands above a height of 19.8 metres above grade. For clarity the 24.6 metre height area shall only be used for mechanical space.
- (r) The provisions of (q) above, shall not apply to prevent:

- (i) parapets, retaining walls, exterior stairways, roof structures used only as ornaments (including eaves, cornices, balustrades and mullions), railings, stairwells to access the roof, window washing equipment, screen walls, roof-mounted mechanical equipment and elevator and stair enclosures each to a maximum height of 2.5 metres; and
- (ii) covered long-term bicycle parking spaces.

#### **SEPARATION DISTANCES**

- (s) The minimum horizontal facing distance between the windows of dwelling units of Buildings C1 and C2 will be 26.3 metres.

#### **COURTYARD REQUIREMENTS**

- (t) Courtyards identified in Schedule YDMU-3(1), as identified on Schedule 2, will have a maximum height of 0 metres.

#### **YARD SETBACKS**

- (u) Notwithstanding Section 42.2.4 (Yard Setbacks) of By-law 7625, on the lands identified on Schedule 1, the minimum yard setbacks for all buildings and structures above grade shall be as shown on Schedule YDMU-3(1), as identified on Schedule 2.
- (v) The minimum yard setbacks shown on Schedule YDMU-3(1), as identified on Schedule 2, shall not apply to canopies, window sills, railings, lighting fixtures, ornamental elements, transformer vaults, signs, retaining walls, exterior stairways and stairway enclosures, wheelchair ramps and decks, ramps, pergolas and gazebos.

#### **PARKING**

- (w) Notwithstanding Section 6(A)(2), 6A(4) and 6(A)(12)(a) and (b) of By-law 7625, and notwithstanding any severance, partition or division of the lands shown on Schedule 3, or additional structures thereof, a minimum of 40 parking spaces for private academic accommodation uses on the lands designated as YDMU-3(1), as identified on Schedules 1 and 2, shall be provided within the lands shown on Schedule 3.
- (x) Parking for private academic accommodations within the lands designated as YDMU-3(1), as identified on Schedules 1 and 2, shall be provided within the lands shown on Schedule 3 in accordance with the following:
  - (i) A minimum of 0.083 spaces per residence unit.

- (y) Parking for non-residential uses shall be provided within the lands shown on Schedule 3 attached hereto as follows:

Restaurant, Outdoor café, Take-out facilities	0/100 square metres
Community Centres, Art Galleries, Commercial Galleries, Fitness Centre	0.5/100 square metres
Retail stores, Personal Service Shops, Professional Offices, Artist Studios, Dry Cleaning Establishments, Laundry Establishments, Office	Minimum of 1.0/100 square metres to a maximum of 4.0/100 square metres
Professional Medical Office	1.5/100 square metres
Financial Institution	2.0/100 square metres
Clubs	5.5/100 square metres

- (z) Where there is a change in use, or an alteration or addition to a building, on the lands shown on Schedules 1, 2 or 3, the required parking shall be recalculated in accordance with subsections (x) and (y). Where the total number of parking spaces required to be provided is not available, the change in use, alteration or addition shall not be permitted.

### **BICYCLE PARKING**

- (aa) Bicycle parking shall be provided on the lands designated as YDMU-3(1), as identified on Schedules 1 and 2, in accordance with the following:
- (i) Building C1: Residential Long Term Parking – a minimum of 168 bicycle spaces;
  - (ii) Building C1: Residential Short Term Parking – a minimum of 42 spaces;
  - (iii) Building C1: Non-Residential Long Term Parking - a minimum of 3 spaces;
  - (iv) Building C1: Non-Residential Short Term Parking – a minimum of 6 spaces;
  - (v) Building C2: Residential Long Term Parking – a minimum of 222 bicycle spaces;
  - (vi) Building C2: Residential Short Term Parking – a minimum of 56 spaces;
  - (vii) Building C2: Non-Residential Long Term Parking - a minimum of 4 spaces; and
  - (viii) Building C2: Non-Residential Short Term Parking – a minimum of 12 spaces.

- (bb) A bicycle parking space must be located on the same lot as the use for which it is required.

### **LOADING**

- (cc) The provisions of Section 6A(16) (Loading Requirements) of By-law 7625 shall not apply and loading shall be provided as follows:
- (i) a minimum of one (1) Type G loading space shall be provided for Building C1;
  - (ii) a minimum of one (1) Type G loading space shall be provided for Building C2; and
  - (iii) a type G loading space may have minimum dimensions of 13.0 metres long by 4.0 metres wide and 6.1 metres high.

### **RECREATIONAL AMENITY AREA**

- (dd) The total combined residential amenity area for Buildings C1 and C2 shall be provided in accordance with the following:
- (i) a minimum of 4.0 square metres indoor recreational amenity area per residence unit, of which a minimum of two common amenity rooms shall be provided per floor;
  - (ii) a minimum of 5.5 square metres of outdoor recreational amenity area per residence unit;
  - (iii) notwithstanding any definition of residential amenity area in By-law 7625, any indoor recreational amenity area or outdoor recreational amenity area provided on the lands shown on Schedule 1, shall be accessible by the residents of any building erected on the lands shown on Schedule 1; and
  - (iv) the lands between Buildings C1 and C2 shall not be included as part of the calculation of outdoor recreational amenity area.

### **RETAIL FRONTAGE**

- (ee) Residence units shall not be permitted at grade adjacent to The Pond Road, Sentinel Road and Street D (extension of Haynes Avenue). At grade retail uses adjacent to The Pond Road and Sentinel Road shall be subject to a minimum depth of 15 metres inclusive of up to 2 metres for service corridors.

### **DIVISION OF LANDS**

- (ff) Notwithstanding any severance or division of the lands subject to this exception, the regulations of this exception shall continue to apply to the whole of the lands as if it remained one lot.

#### **PROVISIONS NOT APPLICABLE**

- (gg) The provisions of Section 65(9) shall not apply to the lands identified in bold on Schedule YDMU-3(1), as identified on Schedule 2.

#### **MUNICIPAL SERVICES**

- (hh) Within the lands shown on Schedule 1,
- (i) no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the lot line and the following provisions are complied with:
- (A) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway, to the satisfaction of the Director, Engineering and Construction Services;
- (B) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational, to the satisfaction of the Director, Engineering and Construction Services; and
- (C) Notwithstanding (A) and (B) above, Buildings C1 and C2 can be erected and used upon the lands within Schedule 1, provided they have satisfactory access to The Pond Road and Sentinel Road, and satisfactory watermains and sanitary sewers, all to the satisfaction of the Executive Director, Engineering and Construction Services.

#### **SECTION 37 AGREEMENT**

- (ii) Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this exception are permitted subject to compliance with the conditions set out in this exception and in return for the provision by the owner of the York University Keele Campus, or such part thereof as required by the City, of the facilities, services and matters set out in Schedule 5, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act* and in a form satisfactory to the City, with conditions providing for indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, GST, inurement, termination and unwinding, and registration and priority of agreement.



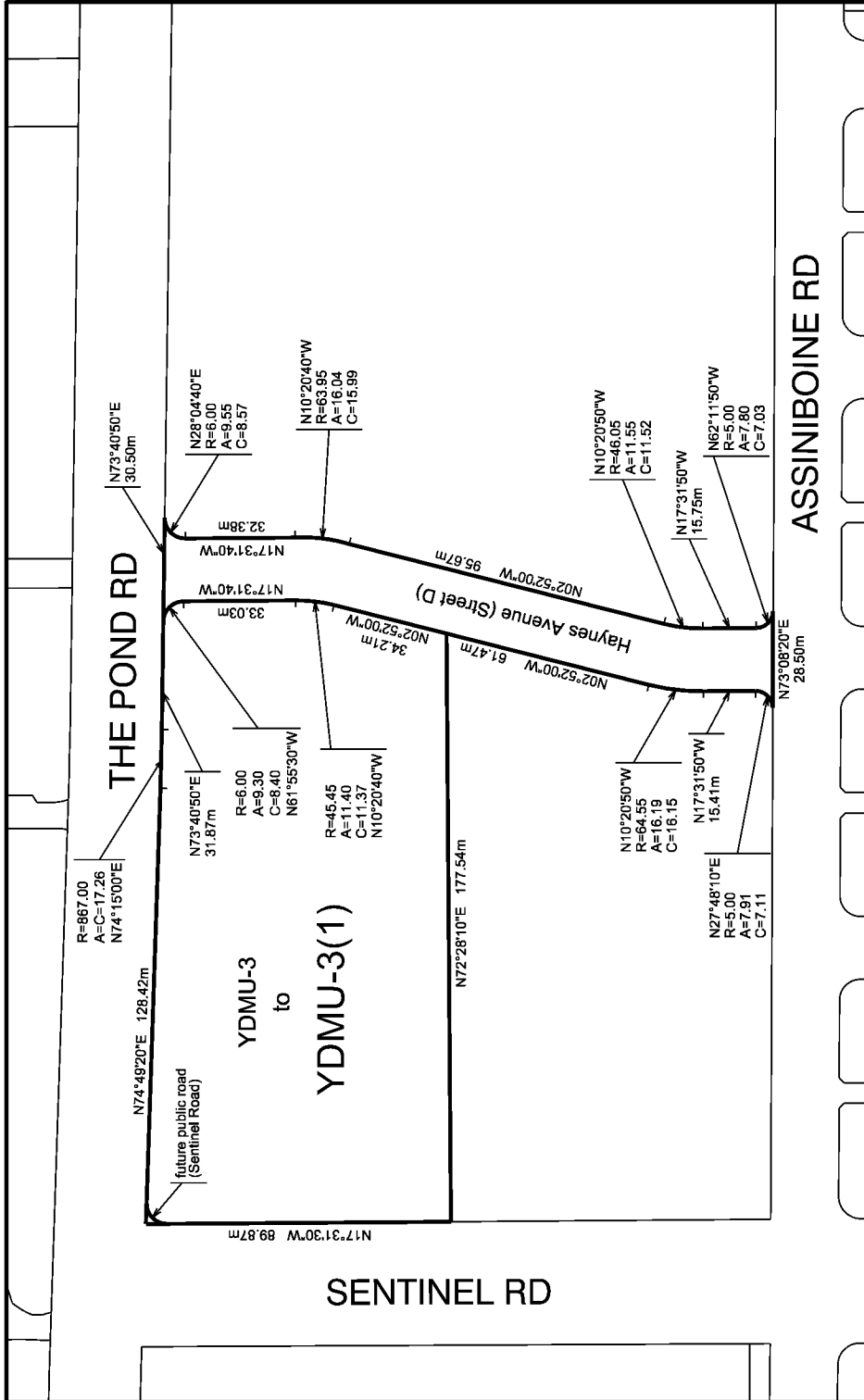
- (jj) Upon execution and registration of the said agreement or agreement(s), the said lands are subject to the provisions of this exception, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the owner may not erect or use such building until the owner has satisfied the said requirements.

Enacted and passed on November , 2015.

Frances Nunziata,  
Speaker

Ulli S. Watkiss,  
City Clerk

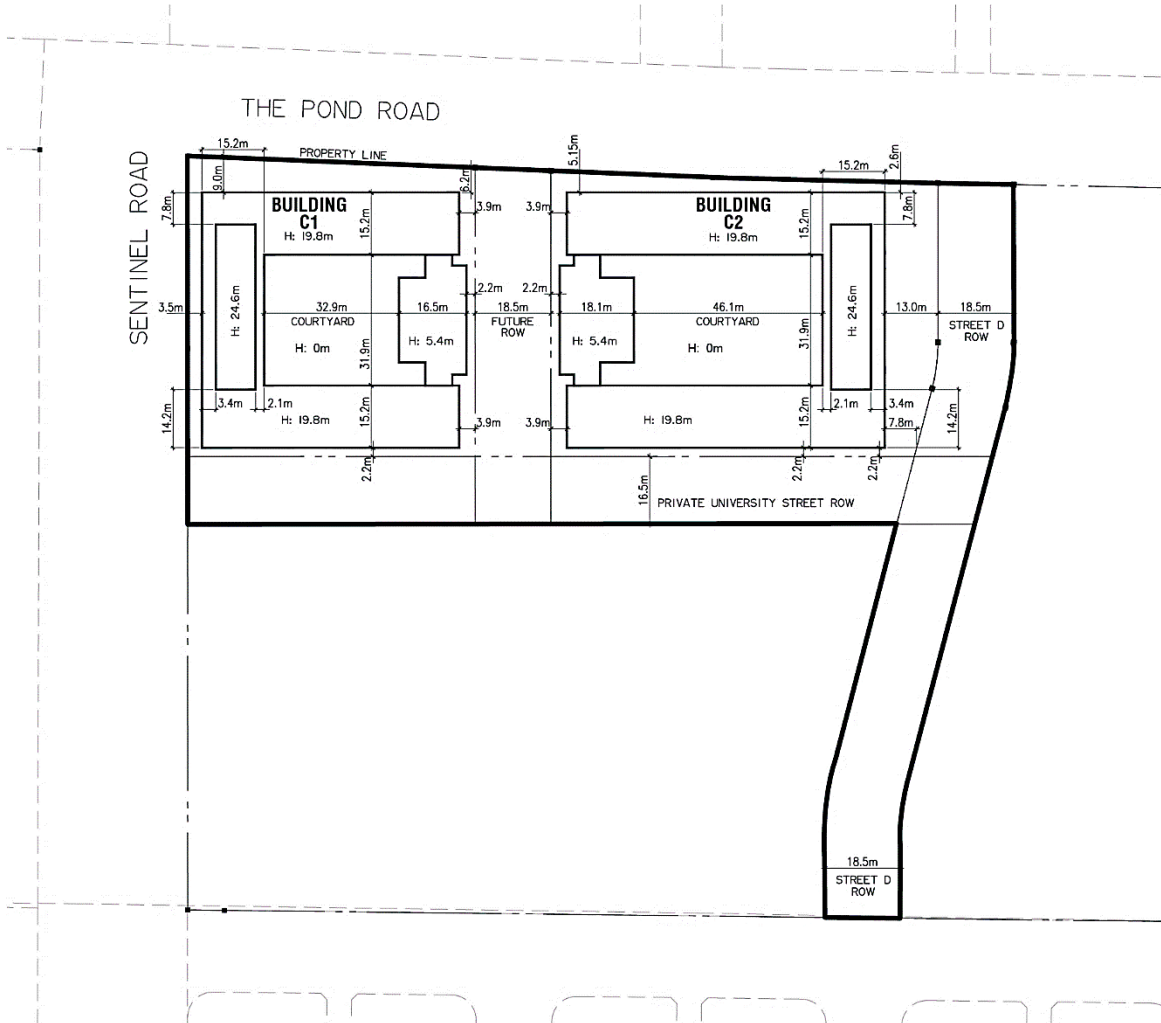
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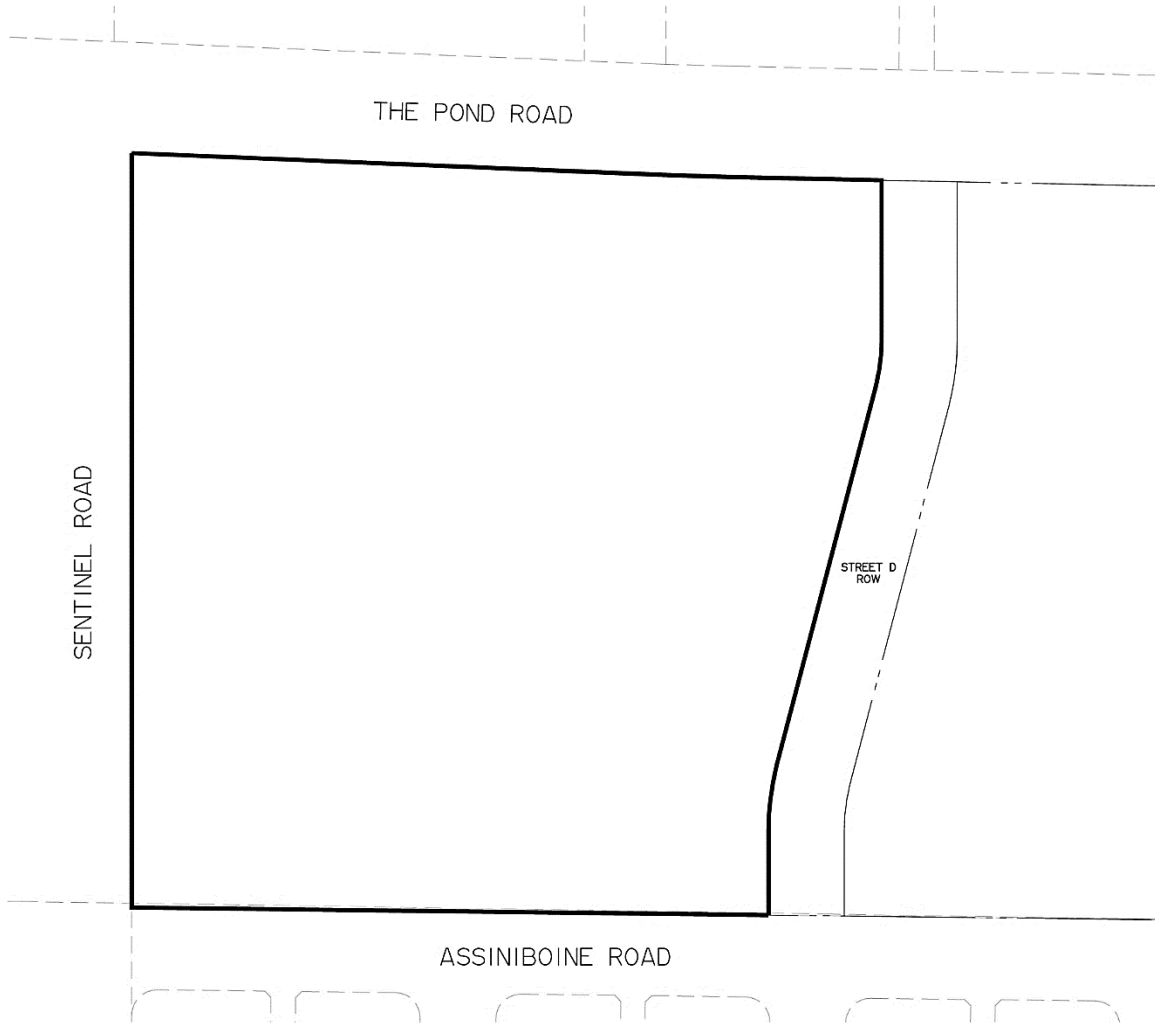


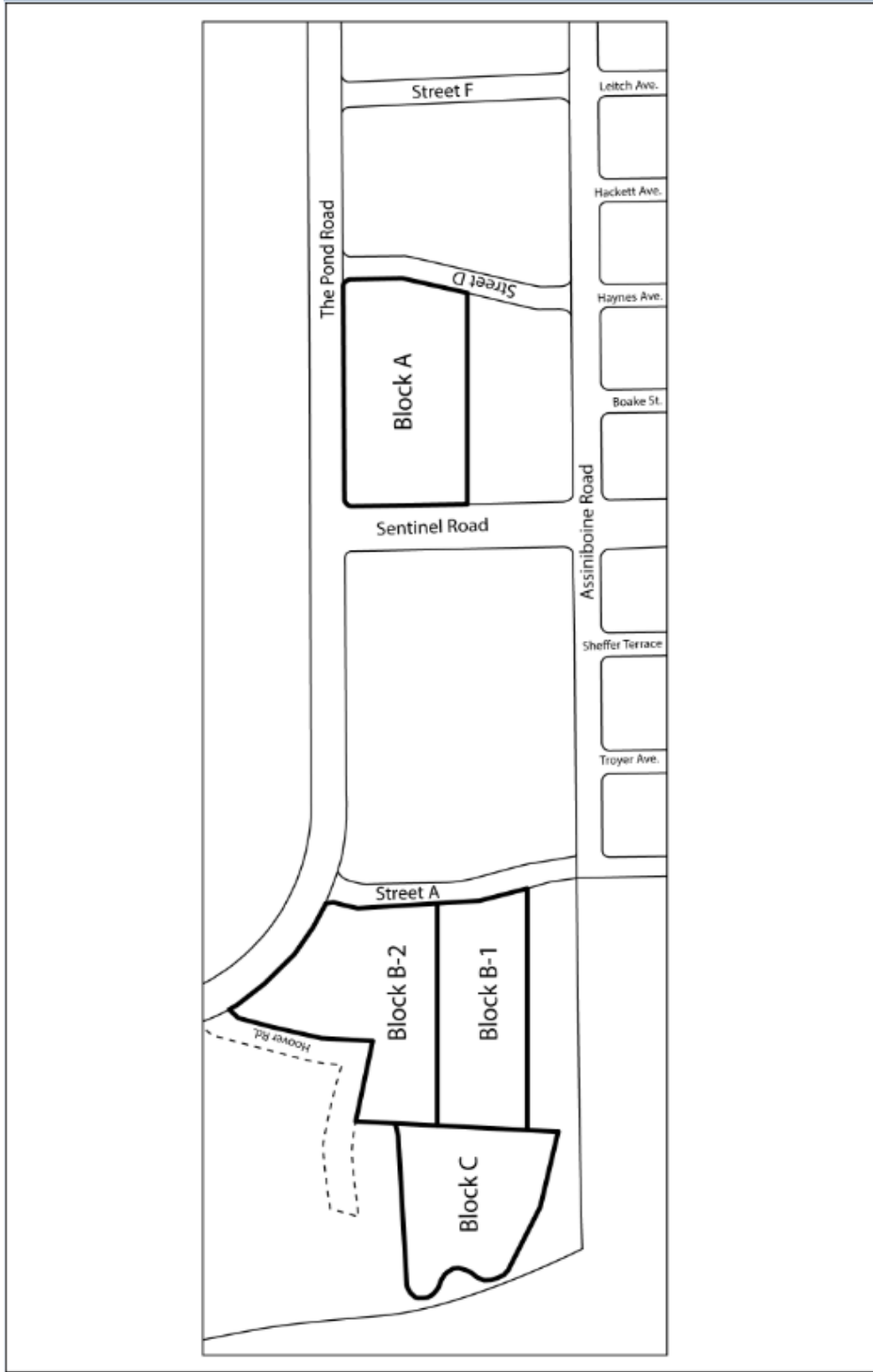
**Toronto** City Planning  
**Schedule 1**

Part of Lots 22 and 23, Concession 4, W.Y.S.  
 MMM Geomatics Ontario Ltd.  
 Date: 08/19/2015  
 Approved by: A.S.

File # 14 159612 NNY 08 02  
 Not to Scale







**Schedule 4**



File # 14 159612 NNY 08 0Z & 14 186422 NNY 08 SB

Applicant's Submitted Drawing



Date: 08/13/2015  
Approved by: A.S.

Not to Scale

## Schedule 5

### Section 37 Conditions

The facilities, services and matters set out herein are the matters required to be provided by the owner of the York University Keele Campus, or such part thereof as required by the City, at its expense to the City in accordance with an agreement or agreements, pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the City with conditions providing for indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, GST, enurement, termination and unwinding, and registration and priority of agreement, whereby the Owner shall:

1. Participate in the City's Public Art Program and provide a cash contribution at a minimum of \$400,000, in accordance with a Public Art Plan submitted by the owner to the satisfaction of the City. The cash contribution shall be paid prior to the issuance of the first above grade building permit for buildings on lands shown on Schedule 1.
2. Prior to the issuance of the first above grade building permit for buildings on lands shown on Schedule 1, the owner shall pay to the City \$250,000.00 to be used for streetscape improvements and local park upgrades to be determined by the Chief Planner in consultation with the Ward Councillor. In the event the cash contribution has not been used for the intended purpose within three (3) years of the Final Confirmation Date of the Amending By-law, the cash contribution may be redirected for another purpose, at the discretion of the Chief Planner, in consultation with the local Ward Councillor, provided that the purpose(s) is/are identified in the Toronto Official Plan and will benefit the community in the vicinity of the lands.
3. Prior to the issuance of the first above grade building permit for buildings on lands shown on Schedule 1, the Owner shall make a cash contribution to the City in the amount of \$204,195 to be used for the provision of a local community recreational facility and \$147,491 for day care facilities. In the event the cash contribution has not been used for the intended purpose within three (3) years of the Final Confirmation Date of the Amending By-law, the cash contribution may be redirected for another purpose, at the discretion of the Chief Planner, in consultation with the local Ward Councillor, provided that the purpose(s) is/are identified in the Toronto Official Plan and will benefit the community in the vicinity of the lands.
4. The Owner agrees that prior to the earliest of the issuance of the first Building Permit other than for excavation or foundation, and two months after the issuance of the first permit for excavation or foundation, the Owner have entered into an agreement, or an amendment to this agreement, satisfactory to the Chief Planner to secure the detailed implementation of the following provisions. The owner shall provide affordable rental housing for 60 students as part of the private academic accommodations in Buildings C1 and C2 in accordance with the following provisions which shall be further set out in the Section 37 agreement with the City:

- (i) The affordable rental housing will comprise 60 bedroom accommodations within a range of residence unit types comprising bachelor, 1, 2, 3 and 4 bedrooms;
  - (ii) The owner will maintain the private academic accommodations in Buildings C1 and C2 as rental housing, with no application for condominium registration or for conversion to non-rental housing purposes;
  - (iii) Affordable rents will be charged to the tenants who occupy one of the 60 bedroom accommodations for a period of 15 years following the initial occupancy of each of Buildings C1 and C2, providing that the affordable rental bedroom accommodations commence occupancy at the same time, subject to the provisions in (i) and (ii);
  - (iv) The affordable rents will be based on an average rent level of approximately \$900 monthly derived from an average rent for comparable existing student residence accommodations on the York University campus set for the academic year commencing September 2016, adjusted further to reflect differences in lease terms and arrangements for television services in the private academic accommodations, and varied by residence unit type and to reflect single or shared bedroom accommodations;
  - (v) Rents may be increased annually by the provincial Rent Increase Guideline during the 15 year period;
  - (vi) After the expiry of the 15 year period, rents charged to tenants newly occupying one of the 60 affordable rental bedroom accommodations will not be subject to restrictions by the City of Toronto under the terms of the section 37 Agreement entered into under this by-law;
  - (vii) Eligibility criteria for students who rent one of the 60 affordable rental bedroom accommodations will require that such student is receiving financial assistance under the Ontario Student Assistance Program;
  - (viii) The residence units which contain affordable rental bedroom accommodations shall be furnished and equipped with kitchen and bathroom facilities.
5. The Hoover House will be addressed as follows:
- (i) On or before the earlier of: December 31, 2015 or such other date as the Manager, Heritage Preservation Services may agree to in writing, the Owner at its expense shall provide a Stabilization and Protection Plan for the Hoover House prepared by a qualified heritage consultant, including a schedule of work and an estimate of costs and complete the work as set out in the approved Stabilization and Protection Plan, including providing a letter of substantial completion prepared and signed by a qualified heritage consultant confirming that the work has been completed in accordance with the approved Stabilization and Protection Plan and that an appropriate standard of conservation has been maintained, all to the satisfaction of the Manager, Heritage Preservation Services.

- (ii) On or before the earlier of: December 31, 2016 or such other date as the Manager, Heritage Preservation Services may agree to in writing, and prior to any residential use of any building permitted under this by-law, the Owner at its expense shall provide a Conservation and Maintenance Plan for the Hoover House prepared by a qualified heritage consultant, including a schedule of work and an estimate of costs, and complete the work as set out in the approved Conservation and Maintenance Plan, including providing a letter of substantial completion prepared and signed by a qualified heritage consultant confirming that the work has been completed in accordance with the approved Conservation and Maintenance Plan and that an appropriate standard of conservation has been maintained, all to the satisfaction of the Manager, Heritage Preservation Services.
  - (iii) On or before the earlier of the date the section 37 Agreement for the lands is entered into and registered, and December 31, 2015 or such other date as the Manager, Heritage Preservation Services may agree to in writing, the Owner at its expense shall enter into and register a Heritage Easement Agreement with the City for the property at 4700 Keele Street known as the Hoover House, subject to and in accordance with the approved Conservation and Maintenance Plan, all to the satisfaction of the Manager, Heritage Preservation Services, and the City Solicitor.
  - (iv) Pay all costs associated with the implementation of the approved Stabilization and Protection Plan, and the approved Conservation and Maintenance Plan and any related heritage studies needed to determine a compatible future use for the Hoover House.
6. A minimum of 110 square metres of gross floor area shall be provided on the ground floor of Building C1 or Building C2, for the purpose of providing a community bike centre, which space shall be made available for a nominal rent for a period of not less than 5 years following occupancy of the building to a not-for-profit organization for the purpose of providing a community bike centre or other community-oriented use mutually agreed upon by the City and the owner.
7. Parkland dedication
- (i) The Owner shall remediate, construct to base park condition, and convey a 1.24 hectare park as part of the development of the subdivision (Phase 1 and Phase 2 of the subdivision). The park remediation, construction and conveyance shall be phased as follows: a 0.6595 hectare portion of the park will be conveyed prior to the earlier of within three months of first residential occupancy of Phase 1 of the subdivision and December 30<sup>th</sup>, 2017, and the remaining 0.5805 hectare portion will be conveyed prior to the issuance of the first above grade building permit for Phase 2 of the draft plan of subdivision identified in Attachment 2 of the Planning Report dated September 3, 2015. Everything in this section must be to the satisfaction of the General Manager of Parks, Forestry and Recreation;



- (ii) Prior to the issuance of the first above grade building permit for buildings on lands identified in the lands shown on Schedule YDMU-3(1), as identified on Schedule 2. (Phase 1), the Owner shall submit a reference plan identifying the boundaries of the 0.6595 hectare Phase 1 park, and the 0.5805 hectare Phase 2 park, generally located on the lands identified as Block B-2 on Schedule 4. Prior to the issuance of the first above grade building permit for buildings on lands identified in Schedule 1, (Phase 1) the Owner agrees to enter into an escrow agreement with the City for the Phase 1 park conveyance and the Phase 2 park conveyance. Everything in this section must be to the satisfaction of the General Manager of Parks, Forestry and Recreation;
  - (iii) Prior to the issuance of the first above grade building permit for buildings on lands identified on Schedule YDMU-3(1), as identified on Schedule 2 (Phase 1), the Owner shall submit a letter of credit for the value of the 0.6595 ha portion of the park (Phase 1 park) and for the value of base park improvements to the Phase 1 park to secure the conveyance and construction of the park. Everything in this section must be to the satisfaction of the General Manager of Parks, Forestry and Recreation.
8. The Owner agrees to construct Street A as generally shown on Schedule 4 and as follows:
- (i) Street A will be constructed as a 18.5 metre wide public right-of-way extending north-south from The Pond Road to Assiniboine Road and conveyed to the City of Toronto prior to the issuance of the first above grade building permit for development (elementary school and/or community centre) on Block B-1 as generally shown on Schedule 4;
  - (ii) Any remediation of the lands to be conveyed to the City will be borne by the Owner;
  - (iii) The exact location of Street A will be identified in a Reference Plan to the City's satisfaction prior to the issuance of the first above grade building permit of development in Block A as shown on Schedule 4.
9. Street D (as generally shown on Schedule 1),
- (i) The Owner shall construct, at no cost to the city, the proposed extension of Street D, from Assiniboine Road to The Pond Road, to the satisfaction of the Executive Director, Engineering and Construction Services;
  - (ii) Prior to the issuance of the first above grade building permit for Blocks 1 and 2, the Owner shall post a Letter of Credit as security for the value of the lands and construction of the proposed extension of Haynes Avenue from Assiniboine Road to The Pond Road and related municipal servicing equal to 120 percent of the cost of all services to the satisfaction of the Executive Director, engineering and Construction Services. The submitted Letter of Credit to guarantee the construction of the Haynes Avenue extension from Assiniboine Road to The Pond Road, will be released following construction of the road submit to the

satisfaction of the Executive Director, Engineering and Construction Services, less 20 percent of the total value which will be retained for a two year period as a performance guarantee;

- (iii) Prior to the issuance of the first above grade building permit for Buildings C1 or C2 the Owner shall provide a detailed pavement marking plan for proposed Street D and provide securities for these works, in an amount determined upon receipt of an acceptable pavement markings plan, to the satisfaction of Executive Director, Engineering and Construction Services;
  - (iv) The Owner shall conduct an environmental site assessment as per "Policy for accepting Potentially Contaminated Lands to be Conveyed to the City under the *Planning Act*" for all streets 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). These services shall be constructed concurrently as other on-site services or such other timing that is agreed to at the sole discretion of the Executive Director, Engineering and Construction Services;
  - (v) The Owner shall convey and dedicate all proposed public roads in Phase 1 (Street D – extension of Haynes Road) and future Public Road Sentinel Road as generally shown on Schedule 4 to the City of Toronto as a Public Highway, free and clear of any and all encumbrances in accordance with the Development Infrastructure Policy and Standards and draft Urban Guidelines for the Southwest Precinct, to the satisfaction of the Executive Director, Engineering and Construction Services and Director, City Planning Division, North York District.
10. Prior to issuance of the first above grade building permit for Buildings C1 and C2, the Owner shall submit a financial guarantee of \$200,000 in the form of a letter of credit to the Executive Director, Engineering and Construction Services Division, City of Toronto, for the traffic signal at the intersection of The Pond Road, Haynes Avenue extension and Seneca Lane.
11. Prior to issuance of the first above grade building permit for Buildings C1 and C2, the Owner shall submit a certified cheque in the amount of \$30,000, to the Executive Director, Engineering and Construction Services Division, City of Toronto, for the future maintenance of The Pond Road, Haynes Avenue extension and Seneca Lane signalized intersection.
12. Prior to the issuance of the first above grade building permit for buildings on Phase 1 of the subdivision lands, excluding a permit for demolition or a rental/sales centre, the owner shall submit a draft Reference Plan of Survey, in metric units and integrated with the Ontario Co-ordinate System, showing as separate PARTS thereof the lands to be conveyed to the City to the Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office, which identifies the following:

- (i) Public Road, Haynes Avenue between Assiniboine Road and The Pond Road; and
  - (ii) Public Road, Leitch Avenue/Ian MacDonald Boulevard extension, (between Assiniboine Road and The Pond Road).
13. The Owner shall pay for all costs for preparation and registration of reference plan(s).
14. Prior to the issuance of the first above grade building permit for Buildings C1 and C2, the owner shall provide a security (to be determined) for the proposed ultimate cross section of The Pond Road [five (5) lane cross section including two (2) bicycle lanes, and two (2) through lanes], between Sentinel Road and Street D to the satisfaction of the Executive Director, Engineering and Construction Services.
15. Obligation to Re-naturalize the Priority Restoration Area
- (i) Prior to Site Plan approval of Buildings C1 or C2, the Owner shall prepare and submit a "Black Creek Valley Priority Restoration Area Stewardship Plan" for Block C as generally illustrated on Schedule 4, to the satisfaction of Urban Forestry Ravine and Natural Feature Protection. Once approved, the plan will guide restoration and stewardship activities in the Black Creek Valley Priority Restoration Area;
  - (ii) Prior to Site Plan approval of Buildings C1 or C2, the exact location of the Phase 1 and Phase 2 priority restoration areas and the 10 metres buffer shall be identified in a Reference Plan to the satisfaction of Urban Forestry Ravine and Natural Feature Protection prior to registration of the Plan of Subdivision. Phase 1 generally includes the northern portion of the Priority Restoration Area (Block C on Schedule 4) and Phase 2 generally includes the southern portion of Block C currently occupied by the Maloca Community Garden;
  - (iii) Prior to Site Plan approval of the first development within Phase 1 the Owner shall submit a security deposit to the satisfaction of Urban Forestry Ravine and Natural Feature Protection to secure the implementation of the "Black Creek Valley Priority Restoration Area Stewardship Plan";
  - (iv) Within three months of Occupancy or no later than December 1, 2017 of Buildings C1 or C2 the Owner will undertake the first phase of stewardship/restoration activities in the Black Creek Valley Priority Restoration Area identified as Block C as illustrated on Schedule 4 (or as identified in the approved Reference Plan). Stewardship/restoration activities shall be implemented in accordance with the objectives and strategies outlined in the "Black Creek Valley Priority Restoration Area Stewardship Plan" to the satisfaction of Urban Forestry Ravine and Natural Feature Protection;
  - (v) Prior to the issuance of the first above grade permit of development within Phase 2 as identified on the draft plan of subdivision (Attachment 2 of the Planning Report dated September 3), or as otherwise agreed to by Urban Forestry Ravine

and Natural Feature Protection, the Owner will undertake the second phase of stewardship/restoration activities in the Black Creek Valley Priority Restoration Area identified as Block C as illustrated on Schedule 4 (or as identified in the reference plan). Stewardship/restoration activities shall be implemented in accordance with the objectives and strategies outlined in the "Black Creek Valley Priority Restoration Area Stewardship Plan" to the satisfaction of Urban Forestry Ravine and Natural Feature Protection;

- (vi) Prior to undertaking re-naturalization within the Priority Restoration Area, the Owner shall submit to the satisfaction of City Planning a Stage 3 Archaeological Assessment to determine the boundaries of the archaeological site(s);
  - (vii) The Owner agrees to pay all costs associated with the implementation of the "Black Creek Valley Priority Restoration Area Stewardship Plan".
16. School/Community Recreation Centre
- (i) An area not less than 1.79 hectares on Block B-1 as generally shown on Schedule 4 will be reserved for a school and/or City of Toronto Community Recreation Facility. It is acknowledged that the City will initiate appropriate capital planning exercises and begin the design and construction of the community recreation centre, if necessary, at such time when a minimum of 4,000 residential units have received planning approvals in the Edge Precincts to ensure construction is completed in a timely manner for the full-build out of the Secondary Plan area, subject to City Council approval;
  - (ii) The Owner may be required to convey to the Toronto District School Board, the Toronto Catholic District School Board and/or the City of Toronto a portion of Block B-1 to develop an elementary school and/or community recreation centre at fair market value.
17. The lands located to the west of Passy Crescent, identified as Blocks B-1 and B-2 on Schedule 4, are reserved for future community use and include a school and community centre and public park. These lands have not been subject to archaeological assessment. Should these lands be subject to any soil disturbance in the future a Stage 1-2 Archaeological Assessment would be required by Heritage Preservation Services.
18. Prior to undertaking re-naturalization within the lands known as Block C in Schedule 4, a Stage 3 Archaeological Assessment will be undertaken for the lands within the re-naturalization area (Block C).
19. 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 item PG32.3 of the Planning and Growth Committee.
20. The owner shall agree to the registration of a Section 118 Restriction pursuant to the Land Titles Act as the Chief Planner determines is appropriate for each of the public

streets identified on the Draft Plan of Subdivision on Attachment 2 of the Planning Report dated September 3, 2015 as well as Street A, park lands (Block B-2) and potential school/community centre lands (Block B-1) identified on Schedule 4.

21. The Section 37 Agreement must:
- (i) also secure such conditions of subdivision approval from those set out below as the City's Chief Planner determines are appropriate, (with only such modifications if any as the owner and the City's Chief Planner may agree); and
  - (ii) require the Owner to enter into the City's standard Subdivision agreement for Phase 1 and satisfy the pre-registration conditions contained therein by September 1, 2017, or at a later date at the discretion of the Director, Development Engineering and Construction Services.

#### Subdivision Draft Plan Conditions

1. The Owner shall enter into the City's standard Subdivision agreement and satisfy all of the pre-registration conditions contained therein by September 1, 2017 or at a later date at the discretion of the Director, Development Engineering and Construction Services and the Director, City Planning, North York District.
2. The Owner shall provide to the Director of Community Planning, North York District, confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to section 40 of the assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the Owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
3. The Official Plan land use designations and zoning implementing the Official Plan are in full force and effect.
4. The Owner shall illustrate, convey and dedicate all proposed public roads in Phase 1 (Street D – extension of Haynes Road) as shown on the plan of subdivision to the City of Toronto as a Public Highway, free and clear of any and all encumbrances in accordance with the Development Infrastructure Policy and Standards and draft Urban Guidelines for the Southwest Precinct, to the satisfaction of the Executive Director, Engineering and Construction Services and Director, City Planning Division, North York District.
5. Convey all necessary easements to the City.
6. Prior to the issuance of the first above grade building permit for Buildings C1 and C2, the owner shall agree to provide a security (to be determined) for the proposed ultimate cross section of The Pond Road [five (5) lane cross section including two (2) bicycle lanes, two

(2) through lanes and left turn lane], between Sentinel Road and Street D to the satisfaction of the Executive Director, Engineering and Construction Services.

7. The owner shall agree to construct at no cost to the city, the proposed ultimate cross section of The Pond Road comprising a five (5) lane cross section including two (2) bicycle lanes, two (2) through lanes and left turn lane, between Sentinel Road and Ian Macdonald Boulevard prior to the first above grade building permit for Block 3 or 4 identified on draft plan of subdivision (Attachment 2 of the Planning Report dated September 3, 2015) to the satisfaction of the Executive Director, Engineering and Construction Services.
8. The Owner is responsible for all costs associated with the removal of all existing accesses, curb cuts, traffic control signs, etc. along the development site frontage that are no longer required and reinstate the boulevard as per the site plan drawings approved by the Director of Community Planning, North York District.
9. The Owner is responsible for any and all costs associated with traffic control signal modifications required at all intersections analyzed in the traffic impact study, including but not limited to phasing optimization/timing modifications, hardware and plant modifications, etc. The Owner will be required to complete any and all necessary adjustments to the traffic control signal plants to the satisfaction of the Manager, Traffic Control and Safety, City of Toronto.
10. Prior to the issuance of the first above grade building permit for buildings on Phase 1 of the subdivision lands (Attachment 2 of the Planning Report dated September 3, 2015), excluding a permit for demolition or a rental/sales centre, the owner shall submit a draft Reference Plan of Survey, in metric units and integrated with the Ontario Co-ordinate System, showing as separate PARTS thereof the lands to be conveyed to the City to the Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office, which identifies the following:
  - Public Road, Haynes Avenue between Assiniboine Road and The Pond Road); and
  - Public Road, Leitch Avenue/Ian MacDonald Boulevard extension, (between Assiniboine Road and The Pond Road).
11. The Owner shall pay for all costs for preparation and registration of reference plan(s).

Streets D (extension of Haynes Avenue) and Street F (extension of Leitch Avenue/Ian MacDonald Boulevard)

12. The Owner shall agree to construct, at no cost to the city, the proposed extension of Haynes Avenue (Street D), from Assiniboine Road to The Pond Road, to the satisfaction of the Executive Director, Engineering and Construction Services.
13. Prior to the first above grade building permit for Buildings C1 or C2 the Owner shall provide a detailed pavement marking plan for proposed Street D and provide securities

- for these works, in an amount determined upon receipt of an acceptable pavement markings plan, to the satisfaction of Executive Director, Engineering and Construction Services.
14. Prior to issuance of the first above grade building permit for Blocks 4 or 8, whichever comes first, the Owner shall agree to construct, at no cost to the city, Street F, to the satisfaction of the Executive Director, Engineering and Construction Services.
  15. Prior to issuance of the first above grade building permit for Blocks 4 or 8, whichever comes first, the Owner shall provide a detailed pavement marking plan for proposed Street F and provide securities for these works, in an amount determined upon receipt of an acceptable pavement markings plan, to the satisfaction of Executive Director, Engineering and Construction Services.
  16. The Owner shall conduct an environmental site assessment as per the "Policy for accepting Potentially Contaminated Lands to be Conveyed to the City under the *Planning Act*" for all streets 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). These services shall be constructed concurrently as other on-site services or such other timing that is agreed to at the sole discretion of the Executive Director, Engineering and Construction Services.
  17. Prior to issuance of the first above grade building permit for Blocks 4 or 8, whichever comes first, the Owner shall convey Street F to the City to the satisfaction of the Executive Director, Engineering and Construction Services Division, City of Toronto.
  18. Prior to issuance of the first above grade building permit for Blocks 1 and 2, the Owner shall post a Letter of Credit as security for the value of the lands and construction of the proposed extension of Haynes Avenue from Assiniboine Road to The Pond Road and related municipal servicing equal to 120% of the cost of all services to the satisfaction of the Executive Director, Engineering and Construction Services. The submitted Letter of Credit to guarantee the construction of the Haynes Avenue extension from Assiniboine Road to The Pond Road, will be released following construction of the road subject to the satisfaction of the Executive Director, Engineering and Construction Services, less 20 percent of the total value which will be retained for a two year period as a performance guarantee.
  19. Prior to issuance of the first above grade building permit for Blocks 1 and 2, the Owner shall submit a financial guarantee of \$200,000 in the form of a letter of credit to the Engineering and Construction Services Division, City of Toronto, for the traffic signal at the intersection of The Pond Road, Haynes Avenue extension and Seneca Lane.
  20. Prior to issuance of the first above grade building permit for Blocks 1 and 2, the Owner shall submit a certified cheque in the amount of \$30,000 to the Executive Director, Engineering and Construction Services Division, City of Toronto, for the future maintenance of The Pond Road, Haynes Avenue extension and Seneca Lane signalized intersection.

21. The Owner shall submit a Construction Management Plan for review and acceptance, prior to commencement of any construction activities, to the satisfaction of the Executive Director, Engineering and Construction Services.
22. The Owner shall provide a 60 day notice to the Executive Director, Engineering and Construction Services prior to the commencement of construction on the extension of Haynes Avenue between Assiniboine Road and The Pond Road.
23. Apply stormwater management techniques in the development of this subdivision to the satisfaction of the City of Toronto, Engineering and Construction Services.
24. Pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
25. Provide engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
26. Provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.
27. Submit plans to the satisfaction of the Executive Director, Engineering and Construction Services, including the following:
  - Sentinel Road bicycle improvements pavement marking plan from Assiniboine Road to The Pond Road (interim condition);
  - Functional plan and signal plan for signalization of The Pond Road and Haynes Road (interim condition);
  - Functional plan for signalization of The Pond Road and Haynes Road (ultimate condition); and
  - Functional plan of a westbound left-turn lane at the Ian MacDonald Boulevard/The Pond Road intersection.
28. Pay to the City in the form of a certified cheque to the Engineering and Construction Services Division, City of Toronto, for the pavement marking and signage cost of the Sentinel Road bicycle improvements required in 27 above to the satisfaction of the Executive Director, Engineering and Construction Services.
29. All traffic signal design and installation will be the responsibility of the developer. The Developer is required to get drawings approved by the City prior to installation. Traffic signal device(s) must include the supply and installation of all civil components (pole bases, hand wells, conduit, etc.) all electrical work (including the arrangements and payment for disconnect inspection by the Electrical Safety Authority and connection by Toronto Hydro) and all traffic equipment (poles, traffic arms, accessible pedestrian signal units, vehicle and pedestrian heads, etc.). In the event that the traffic signal device(s) requires any interconnect to adjacent signals, it shall be the responsibility to have all underground civil and electrical work included. The City will be responsible for the



programming of the traffic controller cabinet. Arrangement will need to be made with the City of Toronto for the pick-up of the cabinet at 1050 Ellesmere Road. The developer will be responsible for the full traffic controller cabinet and programming costs. All works must be performed by one of the City of Toronto approved Contractors.

#### Phasing of the Plan of Subdivision

30. The Owner and the City shall acknowledge in the Subdivision Agreement that the Owner shall register the plan of subdivision in two phases, with Phase 1 consisting of Blocks 1, 2, 3, 22, and the extension of Haynes Avenue (Street D), Phase 2 consisting of Blocks 4-21, provided that the boundary of each phase and the conditions specific to each phase are subject to the approval by the Executive Director, Engineering and Construction Services and the Chief Planner and Executive Director, City Planning prior to the release of each phase for registration.

#### ENGINEERING AND CONSTRUCTION SERVICES CONDITIONS

31. Prior to the registration of the draft plan of subdivision, the Owner shall agree to either construct or make satisfactory arrangements including any financial security required to ensure the construction of all proposed infrastructure works necessary to service the subdivision to the satisfaction of the Executive Director, Engineering and Construction Services.
32. The Owner's consulting engineer shall submit to the Executive Director, Engineering and Construction Services four complete sets of the following drawings/documents for examinations and satisfaction of the Executive Director, Engineering and Construction Services.
- Plan and Profile of all services and proposed infrastructure;
  - General Plan;
  - Grade Control Plan;
  - Storm Sewer Drainage Plan;
  - Sanitary Sewer Drainage Plan;
  - Drawings of Miscellaneous Details and Notes;
  - Pavement Markings Plan;
  - Design Sheets for Storm and Sanitary Sewers;
  - An Erosion and Sediment Control Plan;
  - Composite Utility Plan; and
  - Stormwater Management Report in accordance with the City's Wet Weather Flow Management Guidelines.
33. The Owner is required to provide a geotechnical report from a qualified soils engineer with respect to the existing soil conditions on the subject land, and any soil and drainage problems that may be encountered in the development of this land.
34. A co-ordinated utilities plan which shows all utilities (Bell, Hydro, Consumers Gas and Rogers Cable) in accordance with 'Development Infrastructure Policy and Standards –

Phase 2 Report" and approved by all utility companies must be submitted to the Executive Director, Engineering and Construction Services.

#### Roadways

35. Public roads (extension of Haynes Road and Ian MacDonald Boulevard) within the plan of subdivision shall include the following:
- (i) Minimum 8.5 metre wide residential asphalt pavement roadways with curbs on 18.5 metre and 20 metre road allowances, designed in accordance with DIPS and the draft Urban Design Guidelines;
  - (ii) Create a lay-by with curb extensions on Street D;
  - (iii) To facilitate solid waste and recycling collection, access driveways must be a minimum of 6 metres wide at the point of ingress/egress to the site and a minimum of 4.5 metres throughout the site;
  - (iv) 6.0 metre radius corner roundings must be provided at the intersection of all streetlines on public roads within the plan and at all intersections to existing public roads.

#### Sidewalks/Public Boulevards/Streetscaping

36. 2.1 metre concrete sidewalks shall be constructed on both sides of the proposed Street D and Street F as per Council policy.
37. Pay any/ all costs associated with any sidewalk alterations required on The Pond Road, Sentinel Road and Assiniboine Road, to connect the new municipal sidewalk to the existing municipal sidewalk.

#### Street Lighting

38. Street lighting approval and security requirements must be obtained from Toronto Hydro. The applicant is required to submit a street lighting proposal to Toronto Hydro for their approval.

#### Grading

39. The final grading of the lands shall be designed such that the surface water originating on or tributary to the said lands, including roof water from buildings and surface water from paved areas, will be discharged in a manner satisfactory to the Executive Director, Engineering and Construction Services.

40. Minor storm drainage from the plan of subdivision shall not be drained overland onto adjacent properties.
41. Existing drainage patterns on adjacent properties shall not be altered.

#### Tree Preservation

42. 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 Policy 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.
43. 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 2.5cm in diameter will not be cut. If necessary, post holes should be relocated to ensure significant roots are not cut.

#### Composite Utility Plan

44. Prior to the registration of Phase 1 of the plan of subdivision, the Owner shall provide a Streetscape Master Plan in conjunction with a composite utility plan that indicates the species, size and location of all proposed street trees, as these relate to the location of any roads, sidewalks, driveways, street lines and utilities. The Streetscape Master Plan shall be satisfactory to the General Manager of Parks, Forestry and Recreation and the Director, City Planning, North York District.
45. Prior the acceptance of engineering drawings by Engineering and Construction Services, the owner agrees to submit composite utility plans, 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 Engineering and Construction Services and the General Manager of Parks Forestry and Recreation.

#### Tree Planting

46. 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.
47. Prior to tree planting, the owner agrees to submit to Urban Forestry, a watering schedule for newly planted trees during the guarantee period.

48. 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.
49. 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.

#### Tree Planting Strategy Information Booklet

50. Prior to the registration of the plan of subdivision, the Owner shall prepare an information booklet outlining the tree planting strategy within the community and the ongoing responsibilities of the homeowners and the City in order to achieve a successful urban tree plantings within the community. This booklet will be prepared to the satisfaction of the General Manager, Parks, Forestry & Recreation and will be distributed to all homeowners for all dwellings within the limits of this plan of subdivision.

#### Warning Clause – Street Tree Planting

51. 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.

#### Warning Clause – Solicitor Confirmation – Street Tree Planting

52. 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 receive a street tree in front of their property.

#### Public Art

53. In addition to the Phase 1 Public Art requirements, prior to the registration of the plan of subdivision for Phase 2, the owner shall, at its expense, submit a public art plan to the City, detailing how public art is to be provided on site, to the Toronto Public Art Commission for recommendations and to City Council for approval.

#### Parkland Dedication

54. Parkland dedication

- (i) The Owner shall remediate, construct to base park condition, and convey a 1.24 hectare park as part of the development of the subdivision (Phase 1 and Phase 2 of the subdivision). The park remediation, construction and conveyance shall be phased as follows: a 0.6595 hectare portion of the park will be conveyed prior to the earlier of within three months of first residential occupancy of Phase 1 of the subdivision and December 30<sup>th</sup>, 2017, and the remaining 0.5805 hectare portion will be conveyed prior to the issuance of the first above grade building permit for buildings in Phase 2 of the draft plan of subdivision identified in Attachment 2 of the Planning Report dated September 3, 2015; Everything in this section must be to the satisfaction of the General Manager of Parks, Forestry and Recreation;
  - (ii) Prior to the issuance of the first above grade building permit for buildings on lands identified in Schedule 1, (Phase 1), the Owner shall submit a reference plan identifying the boundaries of the 0.6595 hectare Phase 1 park, and the 0.5805 hectare Phase 2 park, generally located on the lands identified as Block B-2 on Schedule 4. Prior to the issuance of the first above grade building permit any above grade building permit for buildings on lands identified in Schedule 1, (Phase 1) the Owner agrees to enter into an escrow agreement with the City for the Phase 1 park conveyance and the Phase 2 park conveyance; Everything in this section must be to the satisfaction of the General Manager of Parks, Forestry and Recreation;
  - (iii) Prior to the issuance of the first above grade building permit for buildings on lands identified in Schedule 1, (Phase 1), the Owner shall submit a letter of credit for the value of the 0.6595 ha portion of the park (Phase 1 park) and for the value of base park improvements to the Phase 1 park to secure the conveyance and construction of the park. The base park improvements to the Phase 1 park shall be completed prior to the earlier of within twelve months of the occupancy of Phase 1 and September 30, 2018. Everything in this section must be to the satisfaction of the General Manager of Parks, Forestry and Recreation;
55. The subject parkland conveyance is to 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 of Parks, Forestry and Recreation.
56. The Owner is to pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the new parkland.

#### Environmental Assessment

57. Prior to conveying the parkland to the City, the Owner must:
- (i) Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O.

Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;

- (ii) Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit towards the cost of the peer review in the form of a certified cheque, to the Executive Director, Engineering & Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);
- (iii) Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering and Construction Services;
- (iv) At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering & Construction Services for peer review and concurrence, which states: Policy for Accepting Potentially Contaminated Lands 16;
- (v) In the opinion of the Qualified Person:
  - (A) It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
  - (B) To the extent that the opinion is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
- (vi) Land to be conveyed to the City meets either:
  - (A) the applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
  - (B) the Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.

- (vii) The Qualified Person's statement, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;
- (viii) For conveyance of lands requiring a Record of Site Condition:
  - (A) File the Record of Site Condition on the Ontario Environmental Site Registry; and
  - (B) Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering & Construction Services.

#### Park Construction

#### Base Park Improvements

58. The Owner, at their expense, will be responsible for the construction and installation of Base Park Improvements to the satisfaction of the General Manager of Parks, Forestry and Recreation including the following:
- (i) grading inclusive of topsoil supply and placement, minimum of 150 mm depth;
  - (ii) sodding #1 nursery grade or equivalent value of other approved park development;
  - (iii) fencing, where deemed necessary to the satisfaction of PFR;
  - (iv) drainage systems, including connections to the municipal services as required;
  - (v) electrical and water connections (minimum 50 mm) to street line including backflow preventers, shut off valves, water and hydro chambers;
  - (vi) street trees along all public road allowances which abut future City-owned parkland;
  - (vii) standard park sign (separate certified cheque required); and
  - (viii) demolition, removal and disposal of all existing materials, buildings and foundations.
59. All work is to be completed to the satisfaction of the General Manager of Parks, Forestry and Recreation.

60. Prior to the earlier of within three months of first residential occupancy of Blocks 1-2 (Phase1) and December 30<sup>th</sup>, 2017, the Owner shall submit a cost estimate and any necessary plans, including but not limited to concept plans, detailed design and contract documents for the Base Park Improvements, to the satisfaction of the General Manager of Parks, Forestry and Recreation.
61. Prior to issuance of the first above grade building permit for Block 1 or 2, the Owner shall post an irrevocable Letter of Credit as a security for the installation of the base park improvements equal to 120 percent of the value of the Base Park Improvements for the parkland to the satisfaction of the General Manager of Parks, Forestry and Recreation. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
62. The construction of the Base Park Improvements to the Phase 1 park block shall be completed prior to the earlier of within twelve months of the first residential occupancy of Phase 1 and September 30, 2018 to the satisfaction of the General Manager of Parks, Forestry and Recreation. Unforeseen delays (e.g. weather) resulting in the late delivery of the park block shall be taken into consideration and at the discretion of the General Manager of Parks, Forestry and Recreation when determining a revised delivery date for the park block.
63. Should the Owner undertake Base Park Improvements on the park block following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from the Parks, Forestry and Recreation Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager of Parks, Forestry and Recreation. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park.

#### Temporary Fencing

64. Prior to conveyance of the parkland, the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.

#### Parkland Grading and Drainage

65. Prior to the earlier of within three months of the first residential occupancy of Blocks 1-2 (Phase 1) and December 30<sup>th</sup>, 2017 the Owner shall ensure that the grading and drainage of the adjacent blocks are compatible with the grades of the parkland to the satisfaction of the General Manager, Parks, PFR.
66. Prior to the earlier of within three months of first residential occupancy of Blocks 1-2 (Phase1) and December 30<sup>th</sup>, 2017 the Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park.



## Warranty

67. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements shall provide as-built drawings in print/hardcopy and electronic format shall be submitted to PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format, and two (2) sets full size bond hard copy the General Manager of Parks, Forestry and Recreation. The plans shall include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted. Written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
68. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter of Credit(s) will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
69. Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, Parks, Forestry, and Recreation.

## Toronto Green Standard

70. 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

71. The Owner shall satisfy the comments of the Toronto Transit Commission as set out in their memorandum dated September 22, 2014.

## Schools

### Toronto District School Board:

72. The Owner shall enter into an agreement to erect and maintain signs, built to the Toronto District school Board's specifications and erected prior to the registration or the issuance of any building permit, at points of egress and ingress of the development site, advising that:

"The Toronto district School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside of this area until space in local schools become available. For information regarding designated school(s), please call (416) 394-7526.

73. That the applicant agree in the Servicing and/or Development agreement, or in a separate agreement between the School Board and the Developer, to include the following warning clauses in all offers of purchase and sale of residential units (or lease) and prior to registration of the plan and for a period of ten years following registration, that:

"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.

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 bused home to school, but will meet the bus at designated locations in or outside of the area."

#### Toronto Catholic District School Board

74. The Owner shall enter into an agreement to erect and maintain signs, built to the Board's specifications on the perimeter of the development site at a highly visible, unobstructed location, as well as insert a warning clause in agreements of purchase and sale (or lease), which provide purchasers (and prospective purchasers) with information on school accommodation, advising that:

"The Toronto Catholic District School Board has plans to accommodate students from this development. If the elementary and secondary schools which serve this area are oversubscribed, students from this development may need to be temporarily accommodated in portable classrooms or may have to attend a school located outside the area until space in local schools becomes available.

The purchaser or tenant acknowledges that school bus service for students, if provided, will be from designated school bus stops located within or outside the development area.

#### Bell Canada

75. 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 the Owner shall be responsible for the relocation of such facilities or easements.
76. Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.