

## **Item SC36.37 - Southeast Corner of Corporate Drive and Consilium Place – Official Plan & Zoning Application – Final Report**

### **Revised Attachment 1: Additional Matters to be Secured in the Section 37 Agreement**

The following matters are also recommended to be secured in the Section 37 Agreement as a legal convenience, in support of the development:

- a. the owner agrees that the Phase II lands, will not proceed until such time as the Holding (H) provision on the Phase II lands, as set out in the Zoning By-law amendment applicable to the lands, has been removed; the Markham Branch (Corporate Drive) Flood Remediation Study has been completed; the costs of the Remediation Works have been approved, financially secured and the Remediation Works substantially completed to the satisfaction of the City and the Toronto and Region Conservation Authority; and the owner submits a Landscape Plan(s) for the Phase II lands, satisfactory to the City and the Toronto and Region Conservation Authority;
- b. the owner agrees to provide, prior to the enactment of the Bills giving effect to the proposed Phase I & II development of the lands, a cheque payable to the City of Toronto in the amount of \$400,000.00 for the purposes of conducting a Markham Branch (Corporate Drive) Flood Remediation Study. This Flood Remediation Study will include a Technical Study and Environmental Assessment (EA) Study of the feasibility, costs and options to remove the owner's lands and other affected private lands in the vicinity, from the floodplain. The Flood Remediation Study is to be completed by the City in conjunction with the Toronto and Region Conservation Authority. The EA study shall be initiated by an agreeable date targeted for January, 2012;
- c. the owner agrees to fund the cost (\$400,000) of the Flood Remediation Study as indicated above. The owner acknowledges that the Flood Remediation Study will examine the feasibility, costs and options to remove the owner's lands and other affected private lands in the vicinity (as determined through the Flood Remediation Study), from the floodplain;
- d. the owner agrees that the physical works, including any works resulting from impacts to the East Highland Creek channel (collectively known as the Remediation Works) needed to be constructed to remove the owner's lands and other affected privately owned lands from the floodplain, as determined by the Flood Remediation Study, are to be completed by the City, in conjunction with the Toronto and Region Conservation Authority. The Remediation Works shall be funded by the Benefiting Landowners on a cost share basis as development of their lands proceed, proportional to the total area of all private lands in the floodplain. For the purposes of determining the

total area of all private floodplain lands, reference shall be made to the area of the lands specifically identified in the Flood Remediation Study. Should the owner proceed with all or part of the proposed development on its Phase II lands prior to the development by other Benefiting Landowners, the owner shall front-end the costs of the Remediation Works and the City shall endeavour to collect the costs from the Benefiting Landowners, their proportionate share of the Remediation Works and refund such proportionate share(s) to the owner, as and when development occurs on other affected, privately owned lands as identified by the Flood Remediation Study;

- e. the owner agrees that the Markham Branch (Corporate Drive) Flood Remediation Study may conclude that “do nothing” is the best option, or, if there is no agreement as to who funds the Remediation Works, or the costs of the Remediation Works are prohibitively expensive, or the Remediation Works are not completed for these, or other reasons, then the Hold (H) provision can not be removed from the Phase II lands;
- f. the owner agrees that if the Markham Branch (Corporate Drive) Flood Remediation Study is completed and it is determined that the Phase II lands cannot be removed from the floodplain, or the Remediation Works cannot be completed for any reason, the owner shall enter into a land sale agreement with the City and/or Toronto and Region Conservation Authority, to convey all or part of the Phase II lands at a nominal cost to the City or the Toronto and Region Conservation Authority for the purposes of flood storage, within one year of the completion of the Flood Remediation Study;
- g. the owner agrees to provide to the City (at the owner’s expense) prior to the issuance of any building permit for the Phase I development, an easement in favour of the City over the Phase II lands for the purposes of securing the interim flood storage use associated with the development on the Phase I lands, and for public access over the Phase II lands to the satisfaction of the Technical Services Division and the City Solicitor, in consultation with the Toronto and Region Conservation Authority. Such easement to be relinquished by the City upon issuance of a Building Permit for the Phase II development;
- h. the owner agrees to provide to the City (at the owner’s expense) prior to the registration of any condominium corporation on the Phase I lands, an easement in favour of the City over the proposed north/south private road and sidewalk area to the satisfaction of the Technical Services Division and the City Solicitor, in consultation with the City Planning Division;
- i. The owner agrees to provide a cheque payable to the City of Toronto, prior to the issuance any building permit for the Phase I development for the 50% share of the cost of construction (to be determined to the satisfaction of the City Technical Services Division) of the fully-serviced public road, proposed

along the south boundary of the phase I lands of the site. The owner also agrees to submit to the City, for approval, functional drawings and a pavement marking plan for the new east/west road connection, including the interim (private) driveway design and future adjustments needed to convert the road to a public road, to the satisfaction of the Technical Services Division;

- j. the owner agrees to provide to the City (at the owner's expense) prior to the registration of any condominium corporation on the Phase II lands, an easement in favour of the City over the portion of the east/west connection (private driveway) from the point where the north/south private road intersects with the east/west public road (interim private driveway) and extending to the proposed linear open space park and the lands adjacent to the East Highland Creek, to the satisfaction of the Technical Services Division and the City Solicitor, in consultation with the City Planning Division;
- k. the owner agrees to design, construct and maintain (at the owner's expense) a linear open space park, of not less than 20 metres in depth (measured from the 10 metre top-of-bank setback) along the entire east boundary of the owner's Phase II lands. The owner agrees that this linear open space park will, at a minimum incorporate such features as sodding, landscaping, trails/walkways, and lighting features to the satisfaction of the Chief Planner and Executive Director of the City Planning Division and the General Manager of Parks, Forestry and Recreation. The owner agrees that the linear open space park shall be developed in accordance with the approved plans and drawings for Site Plan Control approval of the Phase II development. Further the owner agrees to provide a permanent easement on these lands, in favour of the City, for the purposes of public access; to the satisfaction of the General Manager of Parks, Forestry and Recreation and the City Solicitor, in consultation with the City Planning Division;
- l. the owner agrees to convey to public ownership, prior to the issuance of any building permit for the Phase II development, a 10 metre setback (buffer) area from the top-of-bank (to be determined) from the East Highland Creek including lands below the top-of-bank, which is to be re-naturalized at the owner's expense, to the satisfaction of the General Manager of Parks, Forestry and Recreation, the City Solicitor and the Toronto and Region Conservation Authority, in consultation with the City Planning Division. The owner agrees to retain a qualified person to conduct an environmental site assessment for the lands to be conveyed, submit all environmental assessment reports, pay all costs associated with the City retaining a third-party peer review and provide confirmation of the filing of a Record of Site Condition;
- m. the owner agrees to design and construct the Phase I development and the interim flood storage on the Phase II lands in accordance with the requirements of the Site Stormwater Management Report, prepared by R.V.

Anderson Associates, dated July 18, 2008 and as amended, and in accordance to the plans and drawings recommended for approval by the Chief Planner and Executive Director of the City Planning Division. The owner also agrees to provide engineering certification for the design of the floodproof works prior to Site Plan Control approval of the Phase I development to the satisfaction of the Technical Services Division, in consultation with the City Planning Division and the Toronto and Region Conservation Authority;

- n. the owner agrees to fund prior to the issuance of the first above-grade building permit for Phase I, modifications to the pavement markings on Corporate Drive and modifications to the traffic control signals at Corporate Drive, as identified by the Traffic Impact Study to the satisfaction of the Technical Services Division;
- o. in conjunction with the Site Plan Control approval process for the Phase I and Phase II development, the owner agrees to incorporate into the construction of the development, exterior materials and design features for the podium elements of the development, to the satisfaction of the Chief Planner and Executive Director, City Planning Division. The owner agrees to submit for site plan approval, 1:50 scale drawings illustrating the exterior materials and design elements for all elevations of the buildings' podium facades;