

**Attachment 1-A – Confidential Information – made public on
December 6, 2012**

Draft Official Plan Amendment

CITY OF TORONTO

**To adopt Amendment No. 186 to the Official Plan for the City of Toronto with respect to
lands municipally known as 1001 Sheppard Ave East and 72 Esther Shiner Blvd.**

The Ontario Municipal Board hereby amends the Official Plan as follows:

1. The text and maps attached hereto as Schedule “A” are adopted as an Amendment to the Official Plan for the City of Toronto.
2. This is Official Plan Amendment No. 186.

SCHEDULE "A"

Chapter Four, Land Use Designations, Land Use Map 19, is amended as shown on the attached Map 1.

Chapter Six, Section 9, The Sheppard East Subway Corridor Secondary Plan, Map 9-2, is amended as shown on the attached Map 2.

Chapter Six, Section 9, The Sheppard East Subway Corridor Secondary Plan, Section 4.2.3 (b) is amended to read:

"Development will provide appropriate transitions in density, height and massing toward the stable residential uses on the east side of Bessarion Road."

Chapter Six, Section 9, The Sheppard East Subway Corridor Secondary Plan is amended by adding the following to Section 4.2.3. Mixed Use Areas West of Provost Drive:

- (g) In addition to the uses permitted by the Official Plan on lands designated as Parks within this development node, public school, public community centre, day nursery and public library uses shall be permitted.
- (h) Notwithstanding Policy 4.3.8 of Chapter 4, the sale of parkland to the Toronto District School Board and the Toronto Catholic District School Board for public school purposes on Block 20 and Block 18 shown on Schedule 1 is permitted.
- (i) Pursuant to Section 37 of the *Planning Act*, and subject to compliance with the provisions of the By-law, the increase in height and density of development on the lands is permitted in return for the provision by the owner of the following facilities, services and matters to the City at the owner's sole expense, in accordance with an agreement or agreements, in a form satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor and such agreement(s) shall be registered against title to the lands shaded on Schedule 1 to secure the following facilities, services or matters;
 - (i) A contribution of 8 million dollars toward the community centre part of a joint public community facility which is to be located within the Bessarion Node of the Sheppard East Subway Corridor Secondary Plan. The contribution shall be indexed in accordance with the Statistics Canada Quarterly Capital Expenditure Price Statistics from the date that the implementing Zoning By-law comes into force to the date of submission of the funds by the owner to the City. The sum of \$4,468,156.00 (indexed) is to be paid prior to the issuance of the first above-grade building permit on any of the lands shaded on Schedule 1 and the balance of \$3,531,844.00 (indexed) is to be paid upon the earliest of

- (a) four years following the date of registration of the Plan of Subdivision containing Block 18 and Block 9 if the School Boards have not exercised the school reserve to purchase Block 18 and Block 9;
- (b) 10 days following the date Block 9 and Block 18 are purchased by a School Board; and
- (c) 30 days following the date by which both School Boards have advised the Owner and the City in writing that they release their school reserves over Block 18 and Block 9.

Following the occurrence of the earlier of (a) – (c) herein, no further building permits shall be issued on any of the lands shaded on Schedule 1 until the payment of said balance has been made.

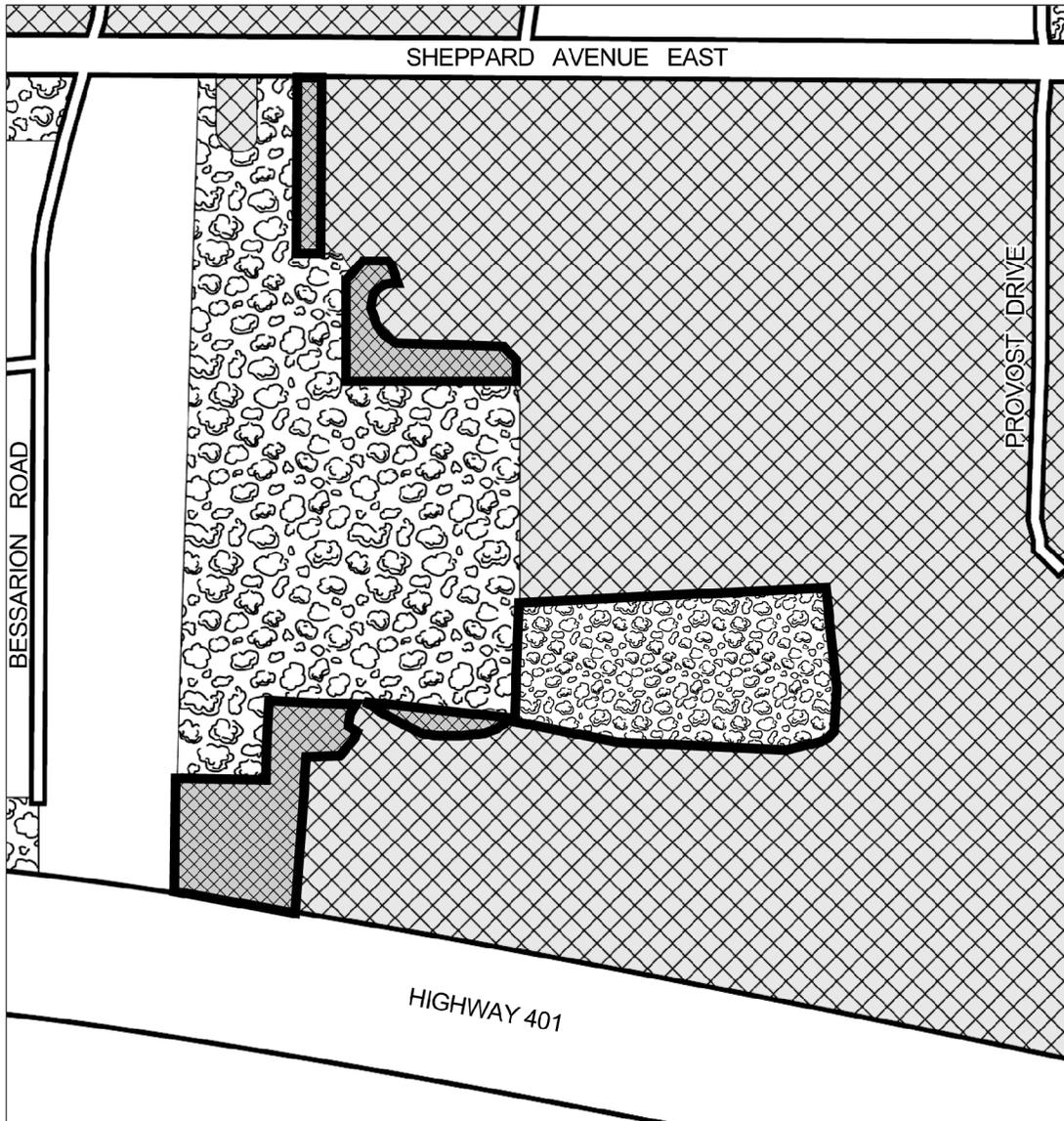
- (ii) The agreement should also provide an option for construction of the community facility by the owner in accordance with City policies including the Fair Wage Policy and purchasing and procurement policies.
- (iii) The provision of, or as set out in more detail below, funding for a 52 space, 532 m² finished, furnished and equipped day nursery with 290 m² of outdoor play space contiguous to the day nursery, to be provided either on Block 7 or within the community facility on Block 10, all at the discretion of the General Manager, Children Services;
 - (a) in the event that the day nursery is to be provided on Block 7, the day nursery shall be provided by the Owner prior to the registration of the first condominium on Block 7;
 - (b) in the event that the City elects to provide the day nursery within the community facility on Block 10, the City shall provide written notice to the Owner of that election, the Owner will be relieved of its obligation in (a) above, and provision of the funding for the day nursery shall be paid by the Owner to the City the earlier of:
 - (I) the issuance of any above-grade building permit for Block 7; and
 - (II) within 30 days of the Owner being notified in writing by the City that Site Plan Notice of Approval Conditions have been issued in respect of the community facility;
 - (c) as an alternative to (b) above, the City and the Owner may enter into an agreement for the construction of the day nursery by the Owner within the community facility on block 10, in accordance with City policies, including the Fair Wage Policy and purchasing and procurement policies.

Following the earlier of the issuance of any above-grade building permit for Block 7 and 30 days from the issuance of Site Plan Notice of Approval Conditions in respect of the community facility, no further building permits shall be issued on any of the lands shaded on Schedule 1 until the payment for the day nursery has been made.

- (iv) The owner is to provide a public art contribution of 1% of the gross construction cost for development, other than for a school or day nursery, constructed on the lands shaded on Schedule 1 in accordance with an updated District Public Art Plan.
- (j) The maximum density of 2.2 floor space index as set out in and illustrated on Map 2 will be allocated throughout the area subject to the density maximum by implementing zoning by-laws.
- (k) A minimum of 10% of the number of dwelling units on each of Blocks 7, 9, 11, 12, 13 and 15 shown on Schedule 1 will have a minimum gross floor area of 100 m².

Chapter Six, Section 9, The Sheppard East Subway Corridor Secondary Plan, Section 7.1, is amended by revising the fourth sentence to read as follows:

A separate or joint use facility may be developed on lands less than 4 hectares where arrangements have been made to the satisfaction of the subject School Board. Prior to site plan approval for any school(s), the relevant School Board will be required to provide a Traffic Operations Plan prepared by a qualified transportation consultant which demonstrates how pedestrian and vehicular activities associated with the school will be accommodated, will identify mitigating measures and will include the adjacent activity of all permitted uses.



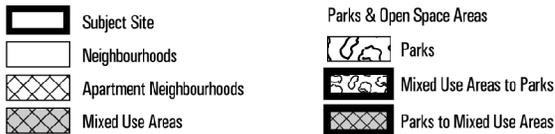
TORONTO City Planning

1001 - 1019 Sheppard Ave. E.

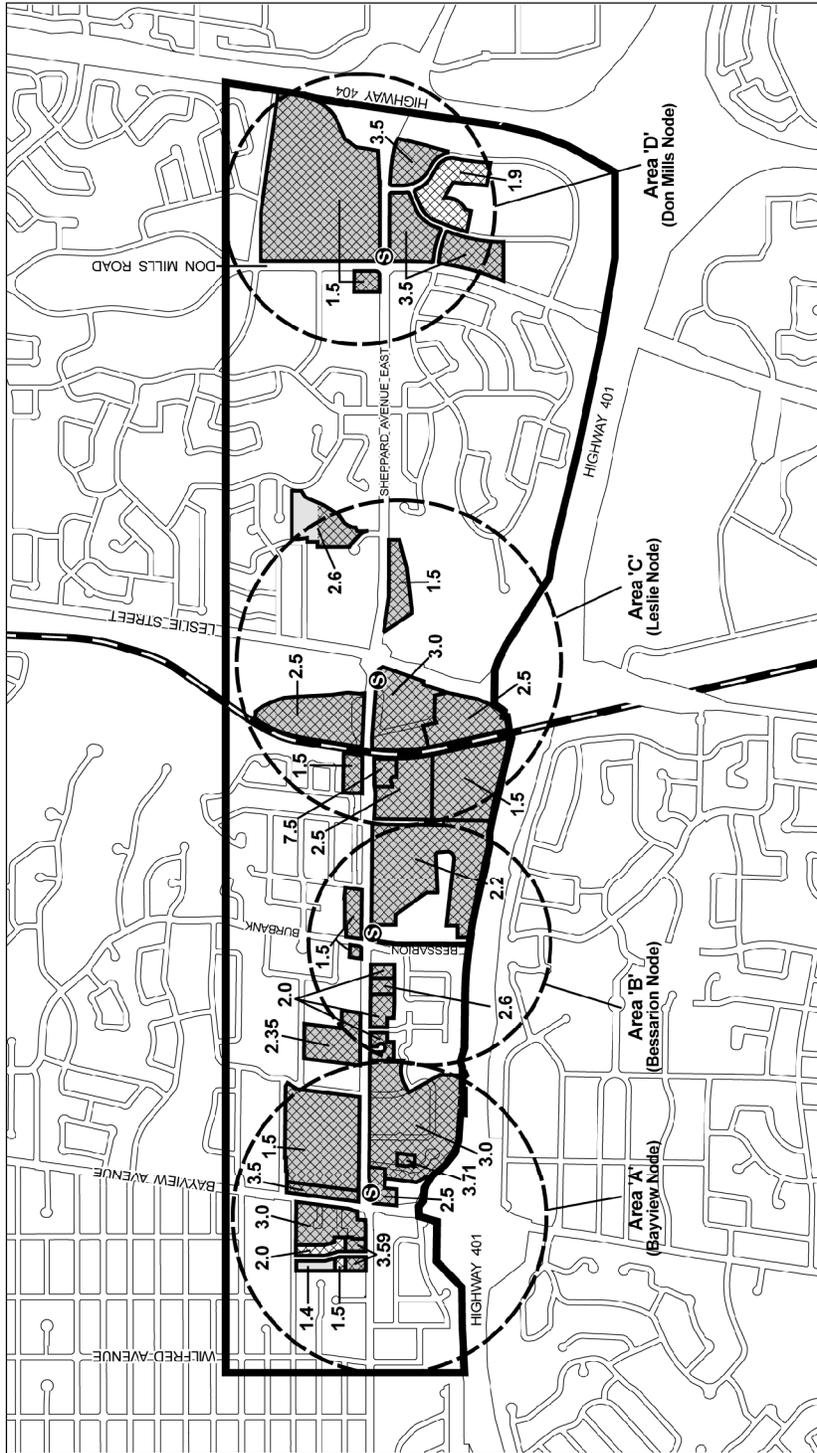
Official Plan Amendment #186

Revisions to Land Use Map 19 to Redesignate lands from 'Mixed Use' to 'Park' & 'Park' to 'Mixed Use'

File # 10_227038 NNY 24 0Z



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Not to Scale
04/24/12



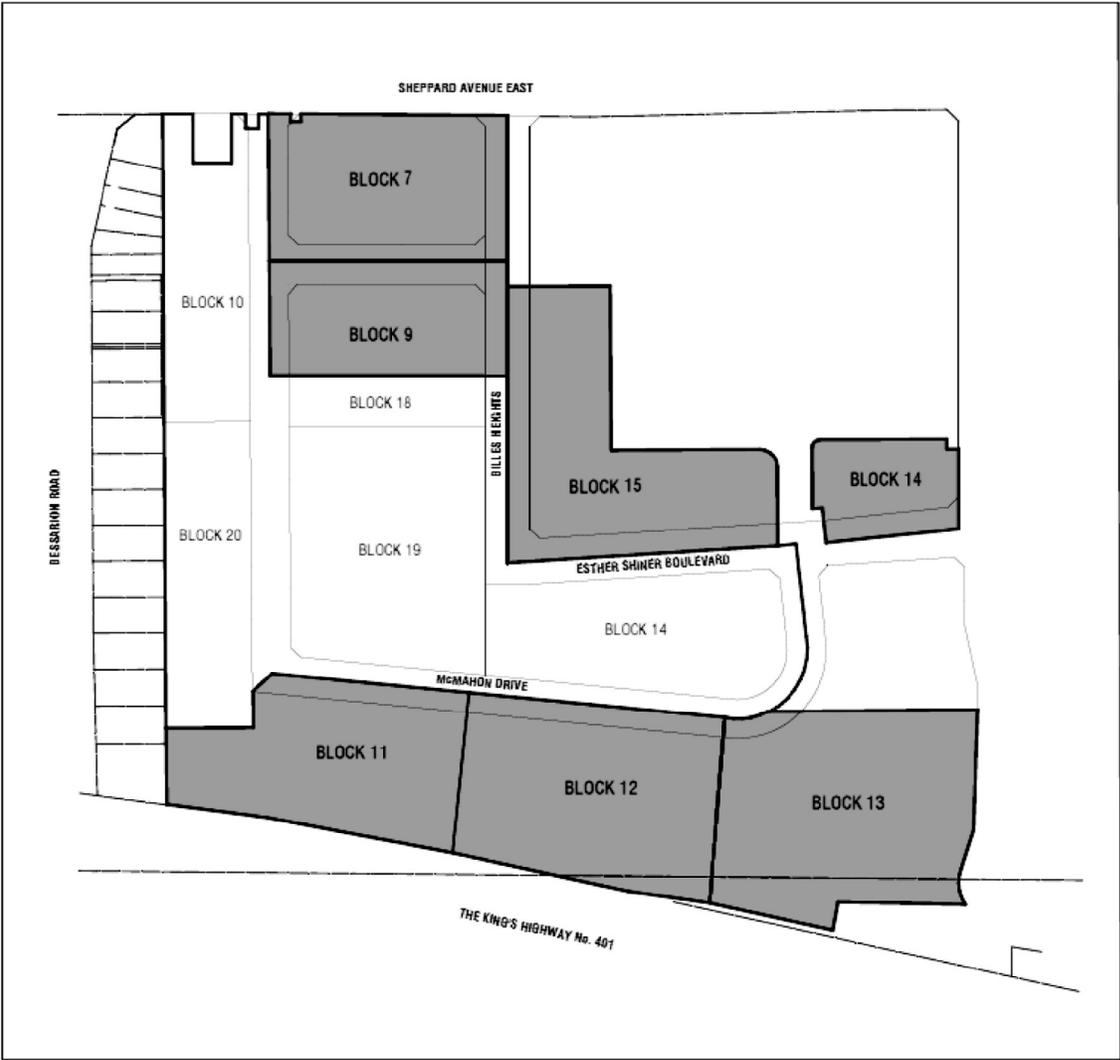
1001-1019 Sheppard Ave. E.

Sheppard East Subway Corridor Secondary Plan

File # 10 227038 NMY 24 0Z

- Secondary Plan Boundary
- Neighbourhoods
- Apartment Neighbourhoods
- Mixed Use Areas
- 1.5 Density
- Subway Station

Not to Scale
04/24/2012



Schedule 1 Official Plan Amendment No. 186

**Attachment 1-B – Confidential Information - made public on
December 6, 2012**

Draft Zoning By-law Amendment

The Ontario Municipal Board amends the former City of North York Zoning By-law 7625 as follows:

CITY OF TORONTO

BY-LAW No. 2012

To amend former City of North York By-law No. 7625 in respect of lands municipally known as 1001 Sheppard Avenue East and 72 Esther Shiner Blvd

WHEREAS pursuant to Section 37 of the *Planning Act*, the Council of a municipality may, in a By-law 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 or matters as are set out in the By-law; and,

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 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 or matters; and,

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 increases 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 such lands and the City of Toronto; and,

WHEREAS the owner of the aforesaid lands has agreed to enter into one or more agreements having been executed dealing with certain facilities, services and matters in return for the increases in height and density in connection with the aforesaid lands as permitted by this By-law;

THEREFORE:

1. Schedules “B” and “C” of By-law No. 7625 of the former City of North York are amended in accordance with Schedule 1 of this by-law.

2. Upon execution and registration of an agreement or agreements with the owner of the site pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities and services and matters set out in Section 3 hereof, the site is subject to the provisions of this By-law, 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 requirement.
3. Section 64.20-A of By-law No. 7625 of the former City of North York is amended by adding the following new subsection:

64.20-A (208) A-G RM6(208)A-G

DEFINITIONS

- a) For the purpose of this exception, “apartment house dwelling” shall mean a building containing more than four dwelling units, each unit having access either from an internal corridor system or direct access at grade, or any combination thereof.
- b) For the purpose of this exception “home occupation” means a business use within a dwelling unit where the dwelling unit is the principal residence of the business operator and only includes professional office and personal service shop uses.
- c) For the purpose of this exception “grocery store” shall mean a retail store in which the primary product for sale to the public is packaged, canned or uncooked groceries and foodstuffs and fresh produce or meats for private consumption.
- d) For purposes of this exception “Parcels A, B, C, D, E, F and G” shall mean those lands shown as Parcels A, B, C, D, E, F and G on Schedules RM6(208)A, RM6(208)B, RM6(208)C, RM6(208)D, RM6(208)E, RM6(208)F and RM6(208) G.
- e) For purposes of this exception “Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15” shall mean Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 as shown on Schedules RM6(208)A, RM6(208)B, RM6(208)C, RM6(208)D, RM6(208)E, RM6(208)F and RM6(208) G.
- f) For the purpose of this exception, “established grade” for Parcels A, B, C, D, E, F and G shall mean the following geodetic elevations on the following Parcels:
 - i) 160.5 metres for Parcel A
 - ii) 156.3 metres for Parcel B
 - iii) 156.3 metres for Parcel C
 - iv) 151.0 metres for Parcel D

- v) 160.1 metres for Parcel E
 - vi) 156.1 metres for Parcel F
 - vii) 153.3 metres for Parcel G
- g) For the purpose of this exception, “landscaped open space” shall mean open space on a Parcel that is suitable for hard or soft landscaping, including outdoor areas within 0.9 metres of the first floor level which are designed as outdoor private recreational amenity areas and notwithstanding the foregoing includes any:
- i) surfaced walk, short term bicycle parking space, courtyard, patio or similar area;
 - ii) tennis or badminton court or other similar sports or recreational area; outdoor unenclosed swimming pool or decorative pool, but does not include a driveway or ramp or motor vehicle parking area or drop off area.

PERMITTED USES

- h) The following shall be the only uses permitted on Parcels A and C:

- Apartment house dwelling including accessory private recreational amenity area
- Business and Professional office
- Dry Cleaning and Laundry Collecting Establishment
- Financial Institution
- Fitness Centre
- Grocery Store
- Home Occupation
- Personal Service Shop
- Restaurant including accessory outdoor café
- Retail Store
- Take-out Restaurant

- i) Subject to Exception (ee) below, the following shall be the only uses permitted on Parcels B and D:

- Apartment house dwelling including accessory private recreational amenity area
- Business and Professional office
- Dry Cleaning and Laundry Collecting Establishment
- Financial Institution
- Fitness Centre
- Home Occupation
- Personal Service Shop
- Restaurant including accessory outdoor café
- Retail Store
- Take-out Restaurant

j) The following shall be the only uses permitted on Parcels E, F and G:

Apartment house dwelling including accessory private recreational amenity area
Dry Cleaning and Laundry Collecting Establishment
Home Occupation
Personal Service Shop

k) Despite (h) above, a Day Nursery shall be permitted on Parcel A and its floor area shall be excluded from the calculation of gross floor area on Parcel A.

l) Use Qualifications

Permitted non-residential uses or home occupation uses shall be located on the first floor and on any mezzanine level located between the first floor and second floor only.

EXCEPTION REGULATIONS

m) Dwelling Units

- i) The total number of dwelling units on all of Parcels A, B, C, D, E, F and G combined shall not exceed 3,458 dwelling units.
- ii) Parcel A shall have a maximum of 270 dwelling units.
- iii) Parcel B shall have a maximum of 252 dwelling units.
- iv) Parcel C shall have a maximum of 865 dwelling units.
- v) Parcel D shall have a maximum of 257 dwelling units.
- vi) Parcel E shall have a maximum of 419 dwelling units.
- vii) Parcel F shall have a maximum of 689 dwelling units.
- viii) Parcel G shall have a maximum of 706 dwelling units.
- ix) Notwithstanding subsections (ii), (iii), (iv), (v), (vi) (vii) and (viii) above, increases up to 5% of the maximum number of dwelling units permitted within each of the parcels are allowed provided the total number of dwelling units for Parcels B, D, F and G combined does not exceed 1904, and the total number of dwelling units for Parcels A, C and E combined does not exceed 1554.

n) Gross Floor Area

The total maximum gross floor area of all buildings on Parcels A, B, C, D, E, F and G combined shall be a maximum of 297,572 m² with the following maximum gross floor areas for each Parcel:

Parcel A	25,562 m ²
Parcel B	22,961 m ²
Parcel C	73,110 m ²
Parcel D	21,248 m ²
Parcel E	36,164 m ²
Parcel F	58,003 m ²
Parcel G	60,524 m ²

o) Minimum Unit Sizes

A minimum of 10% of the number of dwelling units on each of Parcels A, B, C, E, F and G will have a minimum gross floor area of 100 m².

p) Building Heights and Building Stepbacks

- i) Building heights for Parcels A, B, C, D, E, F and G will not exceed the maximums in metres and storeys shown on Schedule RM6(208)A, RM6(208)B, RM6(208)C, RM6 (208)D, RM6(208)E, RM6(208)F and RM6(208)G measured from established grade and subject to clause (x)(iii) building stepbacks for Parcels A, B, C, D, E, F and G will not be less than the minimums in metres shown on said Schedules.
- ii) Despite (p)(i) above for Building 7 on Parcel C and Building 13 on Parcel F, 30% of the building perimeter may have a 0 building stepback from Esther Shiner Boulevard and Billes Heights, and from McMahon Drive respectively, and for Building 4 on Parcel B, the building perimeter may have a 0 building stepback in the locations shown on Schedule RM6(208)B.
- iii) On Parcel C the minimum building height will be 5 storeys and on Parcel B the minimum building heights will be 3 and 5 storeys respectively in the locations shown on Schedule RM6(208)B.
- iv) Despite (p)(i) above, a penthouse or other roof structure which is used only as an ornament or to house mechanical equipment of the building or stairwells to access the roof does not constitute a storey and will be disregarded in calculating the height of the building in storeys and in metres provided it shall not exceed a height of 8 metres for 40% of the area of the roof and 10 metres for 25% of the area of the roof for a total of 65%.
- v) Notwithstanding (p)(iv) above, on Parcel G a penthouse or other roof structure which is used only as an ornament or to house mechanical equipment of the building or stairwells to access the roof does not constitute a storey and will be disregarded in calculating the height of the

building in storeys and in metres provided it shall not exceed a height of 5.5 metres for 100% of the area of the roof.

- vi) Despite (p)(i) above, on Parcels A, B, C and D only, a mezzanine level located between the first storey and the second storey of a building does not constitute a storey for the purpose of calculating the height of a building, provided that the gross floor area of the mezzanine level shall not exceed 50% of the floor area of the first storey in the building.

q) Separation Distance

- i) For all buildings on Parcels A and C, buildings or portions of buildings located above a height of 23 metres and 6 storeys will be separated by a minimum distance of 25 metres measured to the exterior edge of the building façade.
- ii) For all buildings on Parcels E, F and G, buildings or portions of buildings located above a height of 14 metres will be separated by a minimum distance of 25 metres measured to the exterior edge of the building façade.
- iii) The minimum horizontal facing distance between windows of dwelling units will be 25 metres except that:
 - a) The minimum horizontal facing distance between walls with windows of dwelling units on Parcels E, F and G which are located at or below a height of 15 metres will be 11 metres; and
 - b) The minimum horizontal facing distance between walls with windows of dwelling units on Parcels A and C which are located at or below a height of 23 metres will be 11 metres.

r) Floorplate Size

- i) On Parcel C, for any portion of a building located above a height of 23 metres and 6 storeys the maximum gross floor area of a floor will not exceed 810 m².
- ii) On Parcel B, for any portion of a building located above a height of 20 metres and 5 storeys the maximum gross floor area of a floor will not exceed 750 m².
- iii) On Parcel D, for any portion of a building located above a height of 26 metres and 7 storeys the maximum gross floor area of a floor will not exceed 887 m².

- iv) On Parcels E, F and G, for any portion of a building located above a height of 15 metres and 4 storeys the maximum gross floor area of a floor will not exceed 750 m².

s) Build-to Requirements

- i) On Parcels E and F, within 18 metres of the southerly property line, and on Parcel G within 33 metres of the southerly property line, there will be a building wall or acoustic equivalent having a minimum height of 6 metres constructed between the west property line of Parcel E and the east property line of Parcel G, excluding the area located within the required yard setbacks of Parcels E, F and G.
- ii) On Parcels E, F and G there will be, for 75% of the frontage, a building wall having a minimum height of 10 metres constructed along or within 2 metres of the front setback line between the west property line of Parcel E and the east property line of Parcel G.
- iii) Notwithstanding (s)(i) above, on Parcels E, F and G the acoustic wall equivalent may be used to satisfy no more than 27.5 metres, 12 metres and 10 metres respectively of the build to requirement, and the balance of the requirement shall be satisfied with buildings.

t) Maximum East-West Building Dimensions

For the portion of Buildings 10 and 11 on Parcel E, Buildings 12 and 13 on Parcel F and Buildings 14 and 15 on Parcel G located above a height of 14 metres or 4 storeys the maximum east-west building dimension including balconies will not exceed the maximum east-west dimension shown on Schedules RM6(208)E, RM6(208)F and RM6(208)G.

u) Courtyard Requirements

Despite (p) above, on Parcels E, F and G, a minimum area of 225 m² having minimum dimensions of 15 metres by 15 metres, will have a maximum height of 0 metres.

v) Landscaping

Parcels E, F and G will have a minimum area of 30% of the area of the Parcel as landscaped open space.

w) Front Lot Line

The front lot line for Buildings shall be as follows:
Building 1 the north property line of Parcel A

Buildings 2 and 3 the south property line of Parcel A
Building 4 and 5 the north property line of Parcel B
Building 6 and 7 the west property line of Parcel C
Building 8 the south property line of Parcel C
Building 9 the south property line of Parcel D
Buildings 10 and 11 the north property line along McMahon Drive of Parcel E
Buildings 12 and 13 the north property line of Parcel F
Buildings 14 and 15 the north west property line along McMahon Drive of Parcel G

x) Yard Setbacks

- i) Subject to the permitted projections listed in iii) below, the minimum yard setbacks above established grade will be as shown on Schedule RM6 (208)A, RM6(208)B, RM6(208)C, RM6(208)D, RM6(208)E, RM6(208)F and RM6(208)G.
- ii) Despite (x)(i) for buildings abutting the Ministry of Transportation setback of 14 metres adjacent to Highway 401, no projections above or below grade within the setback will be permitted except for fences, public art, landscape structures or landscaping.
- iii) Projections outside of building envelopes and widths and into yard setbacks, building setbacks and separation distances permitted in this sub-clause are as follows:
 - a) Belt courses, cornices, eaves or gutters, pilasters and sills, which may project 0.5 metres beyond building envelopes and widths into yard setbacks and building setbacks;
 - b) Canopies and awnings may project up to 2.5 metres beyond building envelopes into yard setbacks provided the canopy is no higher than 4 metres above the first floor below the canopy, and in the case of Parcel D no higher than 4.5 metres above the first floor below the canopy;
 - c) Lighting fixtures, trellises, guardrails, fences and screens, transformer vaults, railings, stairs, stair enclosures, wheelchair ramps and landscape and public art features are permitted to project beyond building envelopes into yard setbacks and building setbacks except that transformer vaults are not permitted to project into the front yards;
 - d) For portions of buildings up to 23 metres in height, porches and canopies may project 1.5 metres beyond building envelopes into the 11 metre separation distance contained in clause (q)(iii);

- e) Balconies may not encroach into the required 15 metre by 15 metre courtyard dimensions described in clause (u);
 - f) Balconies of any building above 14 metres in height are permitted to encroach beyond building envelopes into the 25 metre separation distance provided no balcony encroaches into the minimum 3 metre building setback along a public street or along the south face of Parcel B adjacent to the park on Block 18.
 - g) Notwithstanding (x)(iii)(f) and (t) above, for all buildings on Parcels E, F and G above 14 metres in height balconies may project up to 2.5 metres beyond building envelopes and widths into the tower separation distance contained in clause (q)(ii) except for the east and west elevations of buildings where no balcony projections will be permitted into the required tower separation distance;
 - h) Notwithstanding (x)(iii)(f) above, for all buildings on Parcels E, F and G, no balcony projection beyond the permitted 30 metre width will be located closer than 3 metres from an exterior corner of a tower above 15 metres;
- iv) Minimum yard setbacks for underground parking structures shall be 0 metres.
- y) Dwelling Units and Non-Residential Space at Grade
- i) For dwelling units located at first floor level, the first floor shall be a maximum of 0.9 metres above the elevation of the adjacent exterior pedestrian sidewalk and in the case of Parcel B, a maximum of 0.9 metres above the elevation of the abutting portion of the park on Block 18.
 - ii) For non-residential space at grade the first floor level shall be at the elevation of the adjacent exterior pedestrian sidewalk, and in the case of Parcel B at the elevation of the adjacent portion of the park, measured directly opposite the door to every non-residential unit, and the first floor level of each unit shall have a minimum depth, inclusive of any structural and mechanical obstructions, of 9.5 metres for 85% of the width of the unit.
- z) Provisions Not Applicable

The provisions of Section, 20-A “Multiple-Family Dwellings Sixth Density Zone” will not apply.

aa) Parking and Loading

- i) The provisions of Section 6A(2)(a) “Parking Requirements” and 6A(16) “Loading Space Requirements” will not apply.
- ii) Parking, bicycle parking and loading requirements for the lands shown on Schedules RM6(208)A, RM6(208)B, RM6(208)C, RM6(208)D, RM6(208)E, RM6(208)F and RM6(208)G are shown on Schedule 2 to this By-law.

bb) Recreational Amenity Area

- i) A minimum of 1.5 m² of outdoor recreational amenity area per dwelling unit will be provided on each Parcel;
- ii) A minimum of 1.5 m² of indoor recreational amenity area per dwelling unit will be provided on each Parcel and the floor area of the required indoor recreational amenity area shall be excluded from the calculation of gross floor area;
- iii) Notwithstanding (bb)(i) and (ii), on Parcels F and G the indoor and outdoor recreational amenity area required by (i) and (ii) above may be provided on either Parcel F or Parcel G for the shared use of residents of those Parcels. There shall be a minimum of 1.5 m² and a maximum of 2.3 m² per unit of indoor amenity space provided on Parcel G which shall be excluded from the calculation of gross floor area. There shall be a minimum of 1.5 m² of outdoor recreational amenity area per dwelling unit provided on the first of Parcels F or G to be developed and there shall be a minimum of 1.0 m² of indoor and 1.0 m² of outdoor recreational amenity area per dwelling unit provided on each of Parcels F and G. Indoor recreational amenity space up to a maximum of 1.5 m² per unit shall be excluded from the calculation of gross floor area on Parcels E and F.

cc) Locker Space

A minimum of 1 locker per dwelling unit with a minimum area of 1.35 m² will be provided on Parcels A, B, C, D, E, F and G.

dd) Phasing Plan

The streets, parks and development blocks shown on Schedule 3, The Phasing of Parks and Infrastructure Plan, will be developed on a phased basis in accordance with the Phasing Plan described below and shown on Schedule 3:

- i) Prior to any above grade building permit being issued for any building on Parcel G, a portion of Esther Shiner Boulevard (Segment 1), a portion of

McMahon Drive (Segment 2) and a temporary cul-de-sac (Segment 3) will be constructed to base course asphalt. After these roads are constructed, Park Block 14 shall be conveyed to the City in base park condition not later than June 1, 2015, unless otherwise agreed upon by the General Manager, Parks, Forestry and Recreation.

- ii) Prior to any above grade building permit being issued for any building on Parcel E or Parcel F, the remaining portion of McMahon Drive (Segment 4) will be constructed to base course asphalt.
- iii) Within 24 months of the issuance of any above grade building permit on the latter of Parcel E and Parcel F, the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) will be constructed to base course asphalt. Prior to commencing construction of Segment 5, and no later than 18 months after the issuance of the above grade building permit on the latter of Parcel E and Parcel F, the Owner shall have posted security for said road construction.
- iv) Prior to any above grade building permit being issued on Parcel C, the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) will be constructed to base course asphalt.
- v) After the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) have been constructed to base course asphalt, Park Block 19 and Park Block 18 shall be conveyed to the City in base park condition, however, not later than October 1, 2017 unless otherwise agreed upon by the General Manager, Parks, Forestry and Recreation.
- vi) Prior to any above grade building permit being issued on Parcel A or Parcel B, the future Street on Segment 6 shall be constructed to base course asphalt.
- vii) Park Block 10 and Park Block 20 shall be conveyed to the City immediately following 12 months' notice provided by the General Manager of Parks, Recreation and Forestry to the owner and in any event no later than the first condominium registration of a condominium on Parcel A.
- viii) Subject to the phasing regulations set out herein, prior to any above grade building permit for any building or structure within said phase, the following municipal services shall be provided to the lot line and the following provisions shall be complied with:
 - (a) all new public roads necessary to serve the building or structure have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and

(b) all water main and sanitary sewers and appropriate appurtenances have been installed and are operational.

ee) School Reserve

In the case of Parcel B, instead of the uses permitted by i) above, and notwithstanding i) to x) iii) and (y) and bb) to dd), Parcel B may be used in conjunction with Block 18 for a school subject to the following:

- i) the lot shall be comprised of Parcel B and Block 18 (hereinafter the “Combined Site”);
- ii) the maximum building height shall not exceed 16.8 metres or 4 storeys;
- iii) the maximum gross floor area on the Combined Site shall not exceed 5,600 m² for a school and 6,000 m² for a school and day nursery;
- iv) the minimum yards for the Combined Site shall be:
 - Front (north): 4.5 m
 - Side: 4.5 m
 - Rear (south): 4.5 m
- v) the minimum landscaped open space shall be 20% of the area of the Block.

DIVISION OF LAND

ff) Notwithstanding any severance or division of the lands subject to this exemption, the regulations of this exception shall continue to apply to the whole of the lands.

SECTION 37 AGREEMENT

gg) Pursuant to Section 37 of the *Planning Act*, and subject to compliance with the provisions of this By-law, the increase in height and density of development on the lands is permitted in return for the provision by the owner of the following facilities, services and matters to the City at the owner’s sole expense, in accordance with an agreement or agreements, in a form satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor and such agreement(s) shall be registered against title to the lands outlined in heavy lines on Schedule RM6(208) to secure the following facilities, services or matters:

- i) A contribution of 8 million dollars toward the community centre portion of a joint public community facility which is to be located on Block 10 as shown on

Schedule RM6(208). The contribution shall be indexed in accordance with the Statistics Canada Quarterly Capital Expenditure Price Statistics from the date this Zoning By-law Exception comes into force to the date of submission of the funds by the owner to the City. The sum of \$4,468,156.00 (indexed) is to be paid prior to the issuance of the first above grade building permit on any of the lands outlined in heavy lines and shaded on Schedule RM6(208), and the balance of \$3,531,844.00 (indexed) is to be paid upon the earliest of

- (a) four years following the date of registration of the Plan of Subdivision containing Block 18 and Parcel B if the School Boards have not exercised the school reserve for Block 18 and Parcel B;
- (b) 10 days following the date Block 18 and Parcel B are purchased by a School Board; and
- (c) 30 days following the date by which both School Boards have advised the Owner and the City in writing that they release their school reserves over Block 18 and Parcel B.

Following the occurrence of the earlier of (a) – (c) herein, no further building permits shall be issued on any of the lands outlined in heavy lines and shaded on Schedule RM6(208) until the payment of said balance has been made.

- ii) The agreement should also provide an option for construction of the community facility by the owner in accordance with City policies including the Fair Wage Policy and purchasing and procurement policies;
- iii) The provision of, or as set out in more detail below, funding for a 52 space, 532 m² finished, furnished and equipped day nursery with 290 m² of outdoor play space contiguous to the day nursery, to be provided either on Block 7 or within the community facility on Block 10, all at the discretion of the General Manager, Children Services;
 - (a) in the event that the day nursery is to be provided on Block 7, the day nursery shall be provided by the Owner prior to the registration of the first condominium on Block 7;
 - (b) in the event that the City elects to provide the day nursery within the community facility on Block 10, the City shall provide written notice to the Owner of that election, the Owner will be relieved of its obligation in (a) above, and provision of the funding for the day nursery shall be paid by the Owner to the City the earlier of:
 - (I) the issuance of any above-grade building permit for Block 7; and

(II) within 30 days of the Owner being notified in writing by the City that Site Plan Notice of Approval Conditions have been issued in respect of the community facility;

- (c) as an alternative to (b) above, the City and the Owner may enter into an agreement for the construction of the day nursery by the Owner within the community facility on block 10, in accordance with City policies, including the Fair Wage Policy and purchasing and procurement policies.

Following the earlier of the issuance of any above-grade building permit for Block 7 and 30 days from the issuance of Site Plan Notice of Approval Conditions in respect of the community facility, no further building permits shall be issued on any of the lands shaded on schedule RM6(208) until the payment for the day nursery has been made; and

- iv) A public art contribution of 1% of the gross construction cost of development, other than for a school or day nursery, on Parcels A, B, C, D, E, F and G in accordance with an updated District Public Art Plan.
4. Section 64.37 of By-law 7625, as amended, is amended by adding the following subsection:

64.37(26) 01(26)

PERMITTED USES

- (a) In addition to the uses permitted in the 01 Zone the following uses will be permitted on Block 10 and Block 20:

Public Library
Restaurant and Retail Store

- (b) The only permitted uses on Block 14 and Block 19 will be:

Uses permitted in Section 37.1.2 Commercial
Uses permitted in Section 37.1.3 Recreational
Uses permitted in Section 37.1.4 Accessory

- (c) The only permitted uses on Block 18 will be:

Uses permitted in Section 37.1.2 Commercial
Uses permitted in Section 37.1.3 Recreational
Uses permitted in Section 37.1.4 Accessory
School and day nursery, if constructed on a parcel that is comprised of Block 18 and Parcel B

EXCEPTION REGULATIONS

- (d) Minimum Yards for Block 10:
- | | |
|-----------------------------|--|
| Front (east property line): | 0 metres |
| Side: | 0 metres |
| Rear (west property line): | 7.0 metres |
| | 0 metres for any floors below the ground floor |
- (e) The Minimum Yards for Block 18 shall be as described in ee) iv) above.
- (f) Minimum Yards for Block 20:
- (i) Front (east property line): 4.5 metres for the ground floor
0 metres for any floors below and above the ground floor
- (ii) North Side: 37 metres
- (iii) South Side 0 metres
- (iv) Rear (west property line): 0 metres for the ground floor and any floors below the ground floor
7.0 metres for any floors above the ground floor
- (g) The minimum landscaped open space on Block 20 shall be 20% of the area of the Block.
- (h) The maximum building height on Block 10 shall not exceed 15 metres or 3 storeys.
- (i) The maximum building height on Block 20 shall not exceed 15 metres or 3 storeys except that notwithstanding (f)(iv) above, the maximum height of any structure within 7.0 metres of the west property line shall not exceed 7.0 metres.
- (j) The maximum gross floor area of a community centre, library and day nursery facility on Block 10 and/or Block 20 shall not exceed 8,000 m².
- (k) The maximum gross floor area of a school on Block 20 shall not exceed 5,600 m² for a school and 6,000 m² for a school and day nursery and the maximum gross floor area of a school on Block 18 shall be as described in ee) iii) above.
- (l) Parking for a public community centre located on Block 10 and/or Block 20 shall be permitted on Block 10, Block 14, Block 18, Block 19 and Block 20.
5. Section 64.23 of By-law 7625, as amended, is amended by repealing section 64.23(109) C1(109) and replacing it with the following:

64.23(109) C1(109)

PERMITTED USES

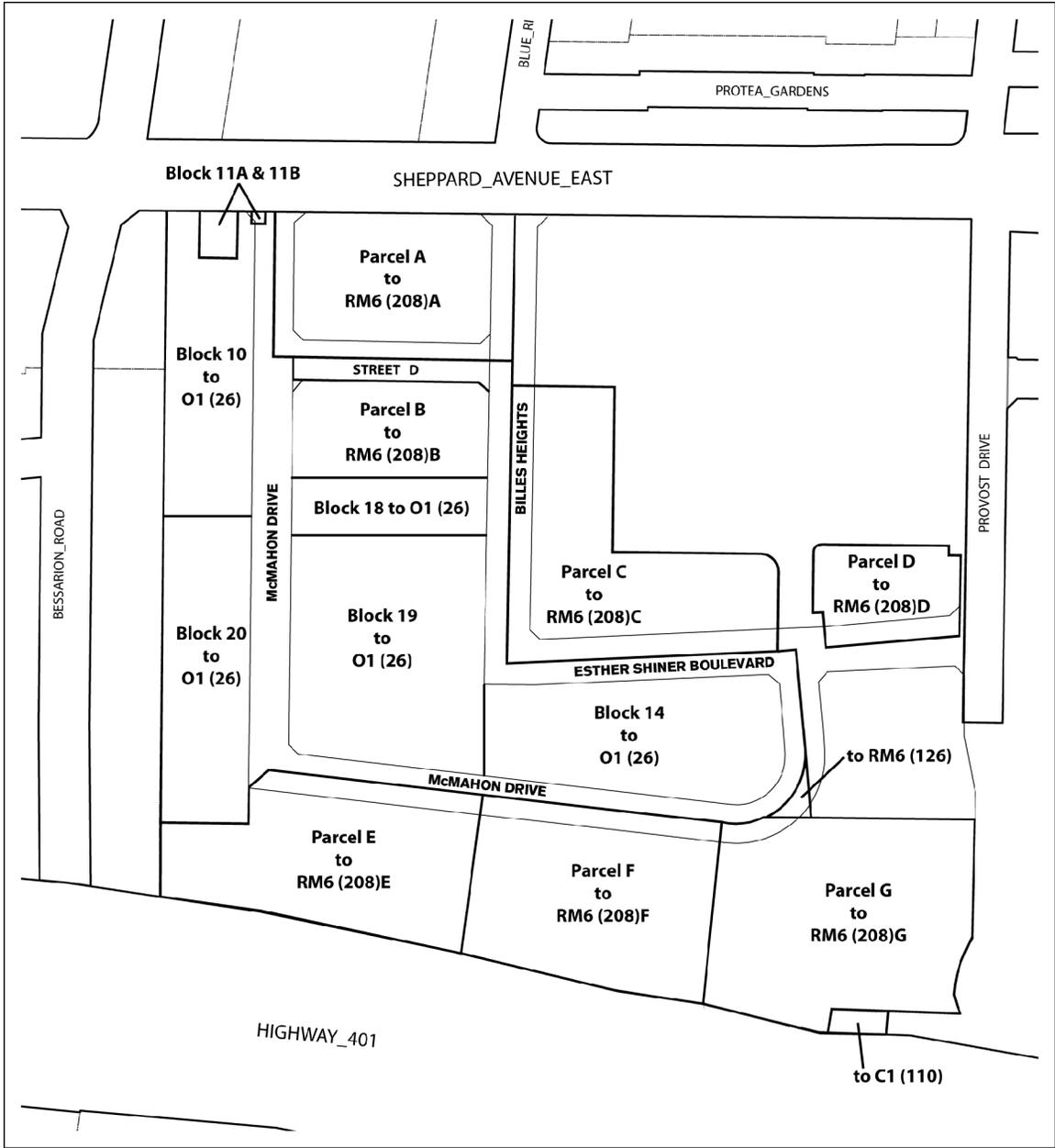
The following uses will be the only permitted uses on the lands subject to this Exception C1(109) and identified as Block 11A and Block 11B on Schedule RM6(208):

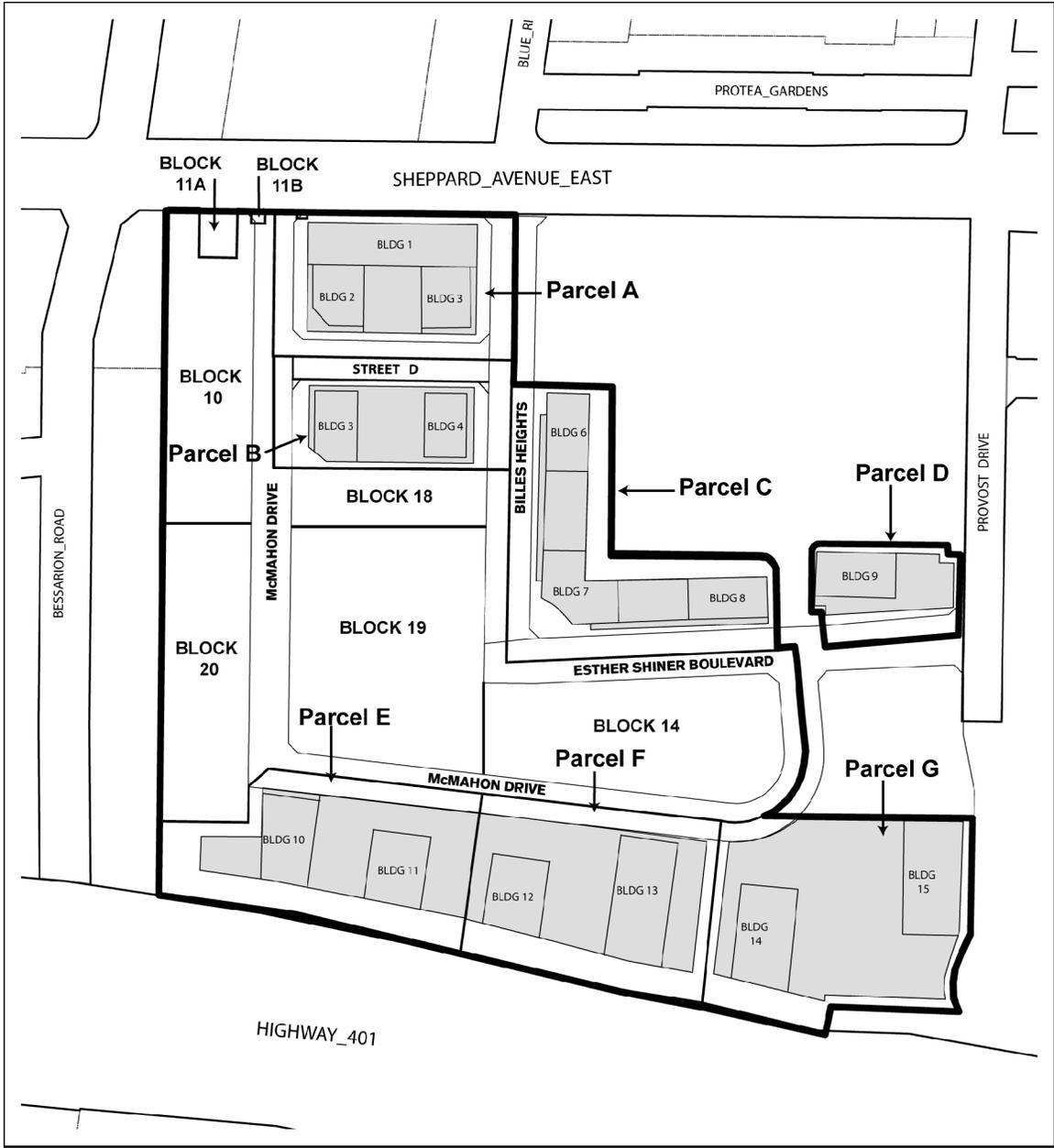
Transit Station
Community Centre
Public Library
Day Nursery

PROVISIONS NOT APPLICABLE

The provisions of Section 22 “General Provisions for Commercial Zones” and Section 23 “General Commercial Zone (C1)” will not apply.

6. Sections 64.20-A(121), 64.20-A(122), 64.20-A(123), 64.20-A(124), 64.20-A(125) and Section 64.23(108) of By-law 7625 of the former City of North York are hereby repealed.
7. Section 64.20-A of By-law 7625, as amended, is amended by adding Schedule 1, Schedule RM6(208), Schedules RM6(208)A, RM6(208)B, RM6(208)C, RM6(208)D, RM6(208)E, RM6(208)F, RM6(208)G and Schedule 2 attached to this By-law.



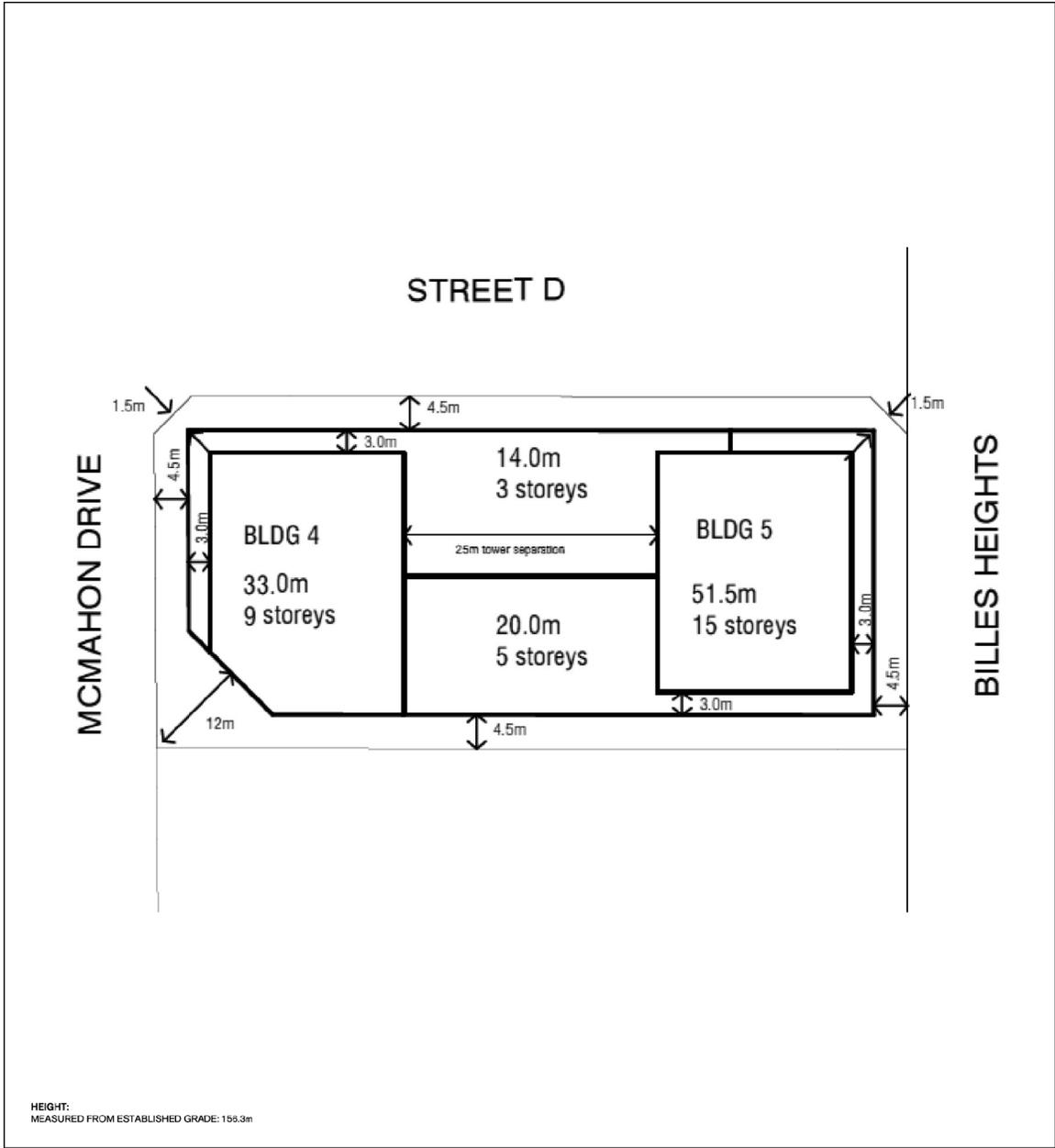


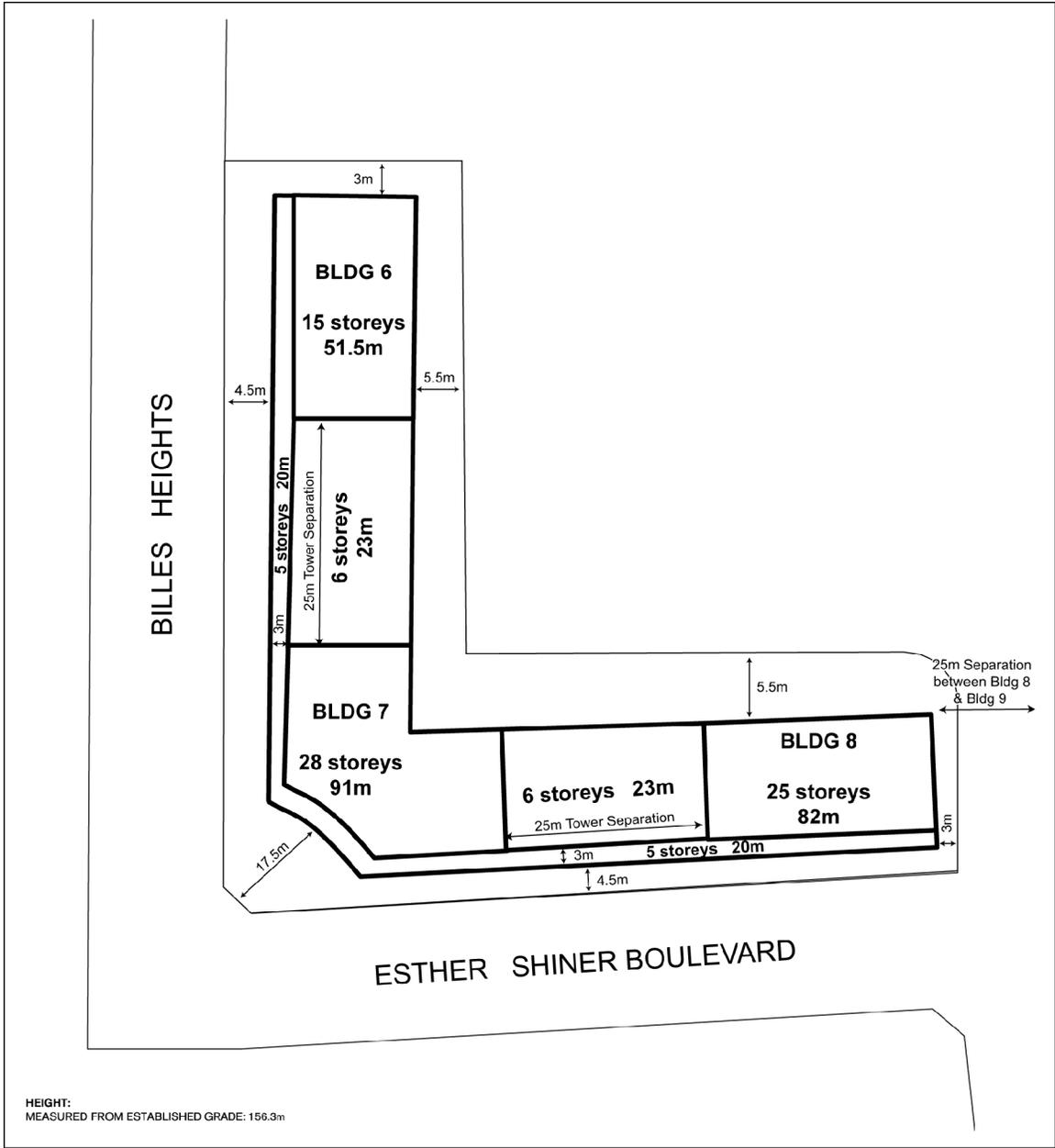
From Applicant's Drawings.

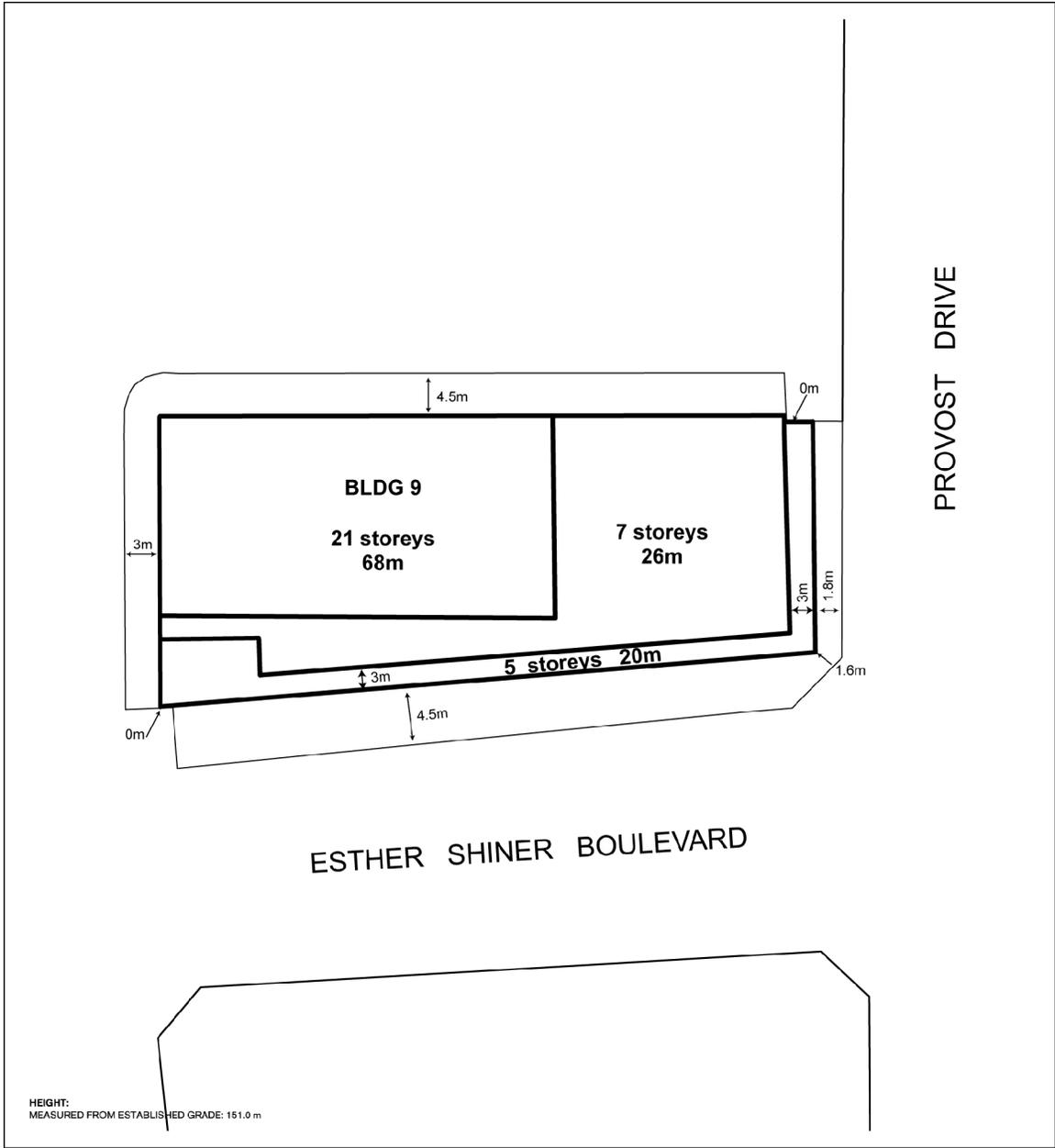
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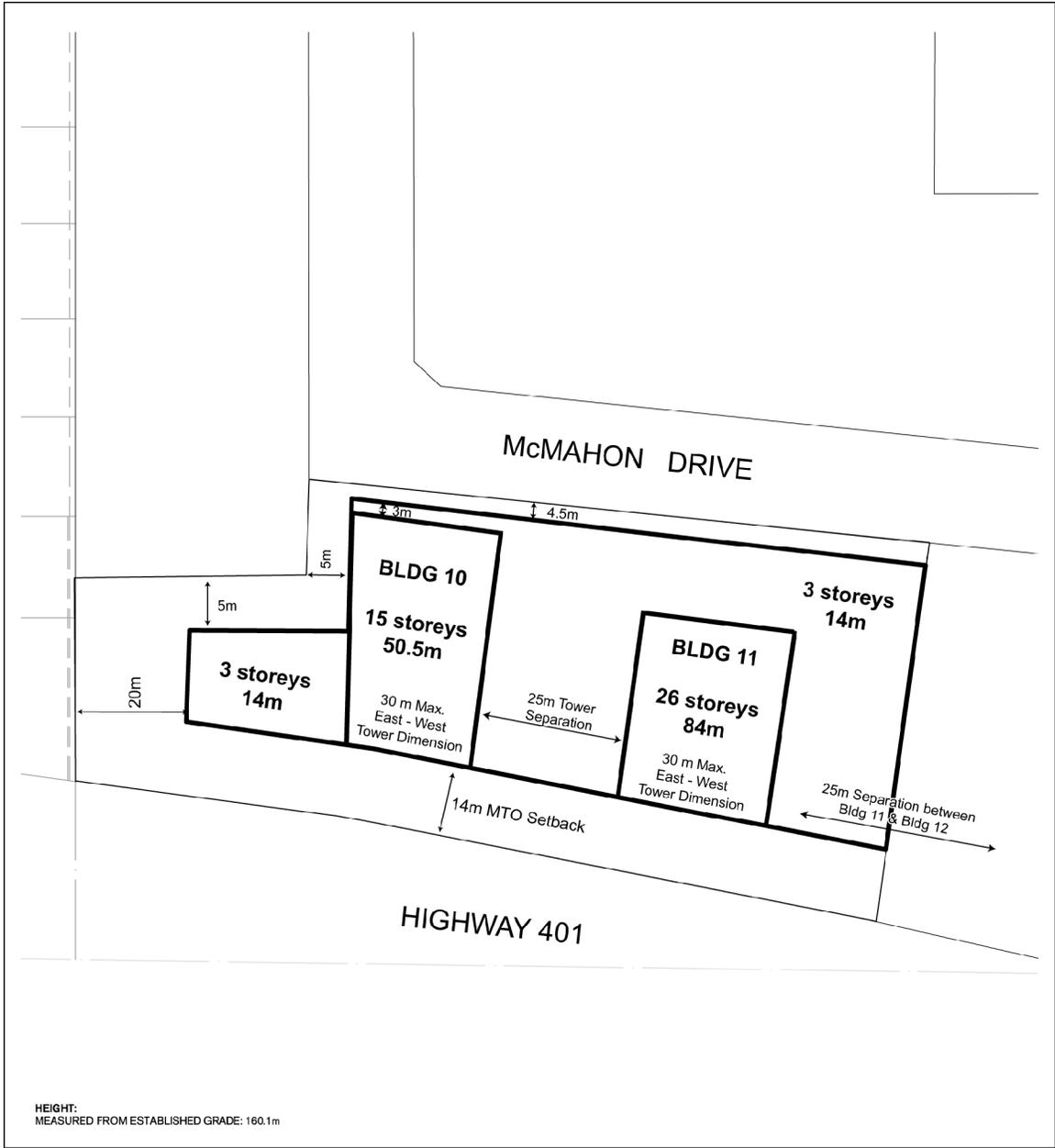
Date: 11/23/2012
 Approved by: L.P.

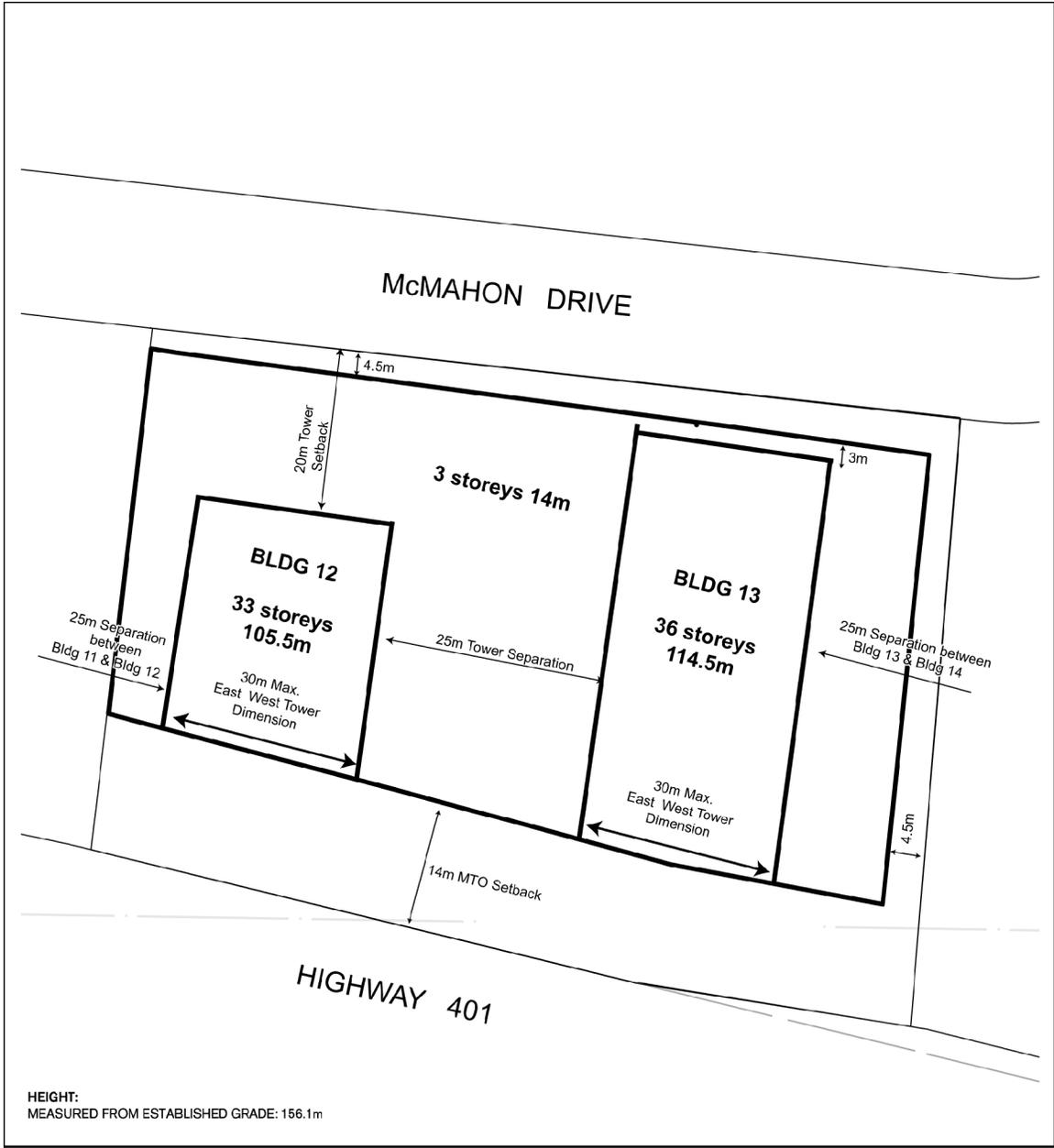
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Schedule RM6 (208) F

From Applicant's Drawings.

File # 10 227038 NNY 24 0Z

Date: 06/08/2012
Approved by: L.P.

↑
Not to Scale

Schedule 2

1. Vehicle parking shall apply to residential and commercial uses in accordance with the following rates:

Use	Parking Space Ratios	
	Minimum	Maximum
Residential Dwellings		
Bachelor	0.6 /unit	0.9/unit
1-bedroom	0.7/unit	1.0/unit
2-bedroom	0.9/unit	1.3/unit
3-bedroom or more	1.0/unit	1.5/unit
Visitor Parking	0.14/unit	No maximum
Commercial		
General Office	1.0/100 m ²	2.0/100 m ²
Retail (0 spaces for GFA of 200m ² or less)	1.0/100 m ²	4.0/100 m ²
Grocery Store	1.0/100 m ²	4.5/100 m ²
Restaurant, Take-out Restaurant	0 parking spaces	5.0/ 100 m ²
Day Nursery	0.4/100 m ²	0.8/100 m ²
Elementary School	1.5/classroom and office	No maximum
Secondary School	2.0/classroom and office	No maximum
Non Residential not listed above	1.0/100 m ²	4.0/100 m ²

1.1 Shared parking

Shared Residential Visitor and Non-Residential parking is permitted in accordance with the following table. The percentages shown in the Table are to be applied to the parking supply standards outlined in 1 above for each specific use, with the total combined supply calculated on the highest aggregate supply for any of the time periods considered in the sharing calculation. Shared parking is to be provided on the same Parcel as the uses for which the parking is provided.

	AM	PM	Evening
Residential Visitor	0% of supply standard	35% of supply standard	100% of supply standard
Office	100% of supply standard	60% of supply standard	0% of supply standard
Other Non-residential uses excluding a restaurant, take-out restaurant	20% of supply standard	100 % of supply standard	100% of supply standard

1.2 Car Share

For any apartment or condominium development, the minimum parking requirement shall be reduced by up to 4 parking spaces for each dedicated car share parking space. The limit on this parking reduction is calculated as the greater of:

(a) $4 \times (\text{total number of units}/60)$ rounded down to the nearest whole number; or

(b) 1 space

1.3 Parking spaces required for a building on a lot shall be provided on the lot except that up to 20% of the parking spaces required for buildings on Parcels E and F may be provided on either Parcel E or F, provided that the number of parking spaces required by this Exception for a building shall be provided at all times.

1.4 No additional parking spaces shall be required for a home occupation use.

1.5 Notwithstanding clause 1 above, for Parcel D the minimum visitor parking requirement for residential dwellings shall be 0.1 spaces per unit.

2. Bicycle parking shall apply to residential and commercial uses as follows:

Use	Bicycle Parking Space Ratios	
	Short Term Minimum	Long Term Minimum
Apartment Dwelling	0.15/unit	0.6/ unit
Retail Store	Greater of 0.25/GFA of 100 m ² or 6 spaces	0.13/GFA of 100m ²
Restaurant, Take-out Restaurant	Greater of 0.25/GFA of 100 m ² or 6 spaces	0.13/GFA of 100m ²
Personal Service Shop	Greater of 0.25/GFA of 100 m ² or 6 spaces	0.13/GFA of 100 m ²
Office	Greater of 0.15/GFA of 100m ² or 6 spaces	0.13/GFA of 100m ²

2.1 If a short term or long term bicycle parking space is required for a use on a lot, other than a dwelling unit, and the total interior floor area of all such uses on the lot is 200 square metres or less, then a total of two bicycle parking spaces are required.

2.2 A bicycle parking space must be located on the same lot as the use for which it is required.

2.3 If the calculation of the minimum required bicycle parking spaces results in a fraction of a space being required, the number of spaces must be rounded up to the next whole number.

2.4 A bicycle parking space must have the following minimum dimensions:

(a) If located in a horizontal position (on the ground):

- (i) Minimum length of 1.8 metres
- (ii) Minimum width of 0.6 metres
- (iii) Minimum vertical clearance from the ground of 1.9 metres.

(b) If located in a vertical position (on the wall):

- (i) Minimum length or vertical clearance of 1.9 metres

(ii) Minimum width of 0.6 metres

(iii) Minimum horizontal clearance from the wall of 1.2 metres.

- 2.5 An area used to provide vertical bicycle parking spaces must have a minimum vertical clearance of 1.9 metres. If a stacked bicycle parking space is provided, the minimum vertical clearance for each stacked bicycle parking space is 1.2 metres and the area used to provide stacked bicycle parking spaces must have a minimum vertical clearance of 2.4 metres.
- 2.6 Long-Term bicycle parking spaces must be located in a secure, weather protected and enclosed bicycle parking area.
- 2.7 If the requirement for Short-Term bicycle parking spaces is more than 10, at least 50% of the required Short-Term bicycle parking spaces must be located in a bicycle parking area at grade.
- 2.8 If a lot containing an apartment building is located in a Residential Zone category then a long-term bicycle parking space must be located:
- a) On the first floor of the building; or
 - b) On the first floor of the building below grade used for vehicular parking spaces.
- 2.9 If a building contains uses, other than dwelling units for which a bicycle parking space is required, shower and change facilities must be provided for each gender for every 30 bicycle parking spaces.
- 2.10 A minimum of 50% of the required Long Term bicycle parking spaces must not be in a vertical position.

3. Loading spaces shall apply to residential and commercial uses in accordance with the following rates:

USE	CRITERIA	NUMBER AND TYPE OF LOADING SPACE
Dwelling units	0 to 30 units	None required
	31 to 399 dwelling units per Parcel	1-Type G
	400 dwelling units or more per Parcel	1-Type G and 1-Type C
Retail Store, Restaurant, Take-out Restaurant, Personal Service Shop	0 to 499 m ²	None required
	500 to 1999 m ²	1 Type B
	2000 to 4999 m ²	2 Type B
Grocery Store	0 to 499 m ²	None required
	500 to 999 m ²	1 Type B
	1000 to 1999 m ²	1 Type A
	2000 to 4999 m ²	1 Type A 1 Type B
Office	0 to 499 m ²	None Required
	500 to 999 m ²	1 Type B
	1000 to 1999 m ²	1 Type B and 1 Type C
	2000 to 3999 m ²	1 Type B and 1 Type C
	5000 to 9999 m ²	3 Type B
Non-Residential Uses not included above	499 m ² or less	None Required
	500m ² up to and including 2300 m ²	1 Type B
	2301 m ² to 7500 m ²	2 Type B
	7501 to 14000 m ²	3 Type B

3.1 Provide loading spaces on-site as follows:

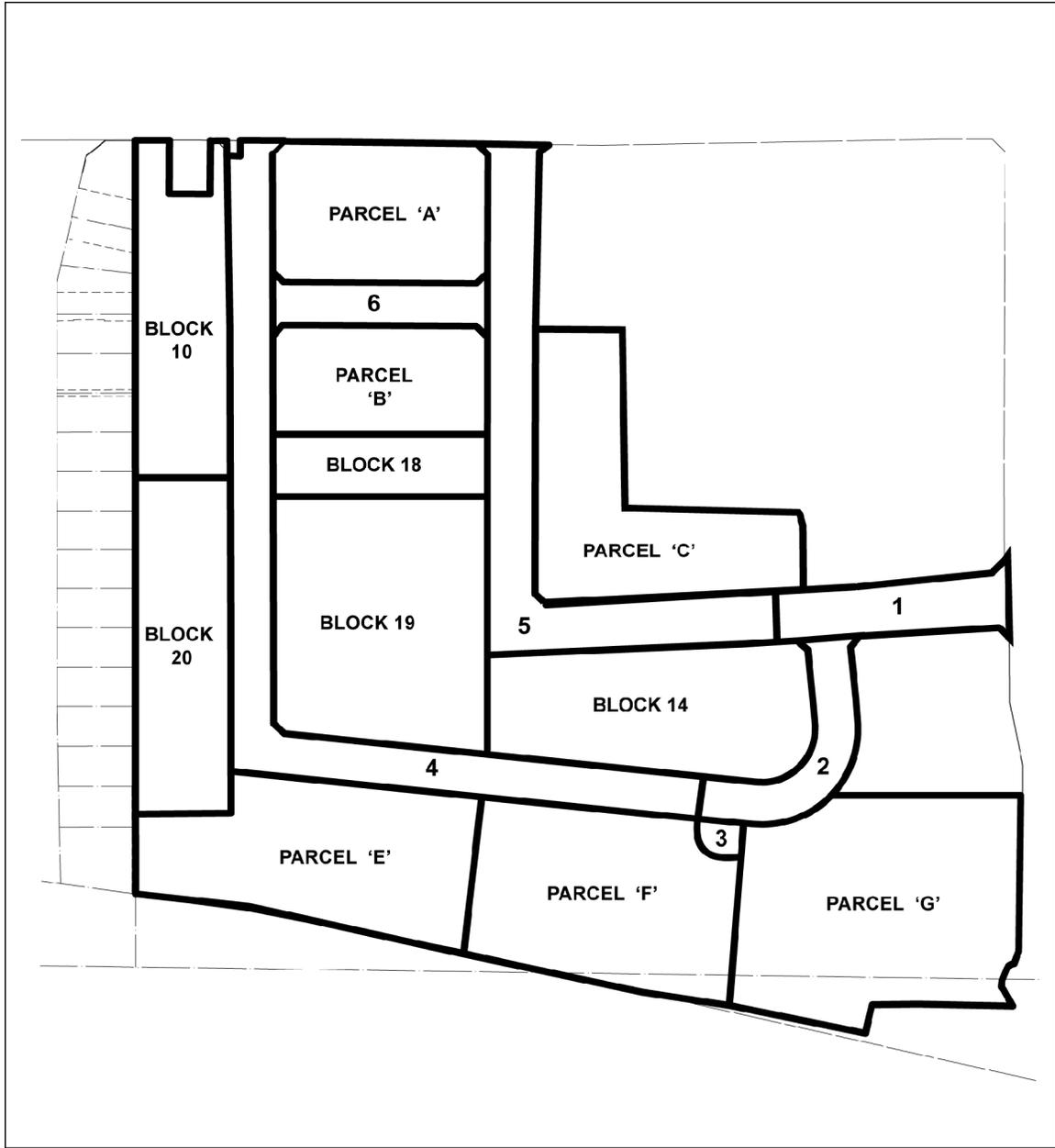
The calculation of loading spaces must include the total gross floor area used by the principal use plus the total gross floor area used by all uses ancillary to the principal use.

The interior floor area of a building that is used exclusively for heating, cooling, ventilation, electrical, emergency stairwells, elevator shafts, atriums, storage in a basement, parking space, loading space, or a drive aisle used to access a parking space or loading space, is not included as gross floor area for the purpose of calculating loading space requirements.

Loading spaces required for non-residential uses may be combined and shared with loading spaces required for dwelling units.

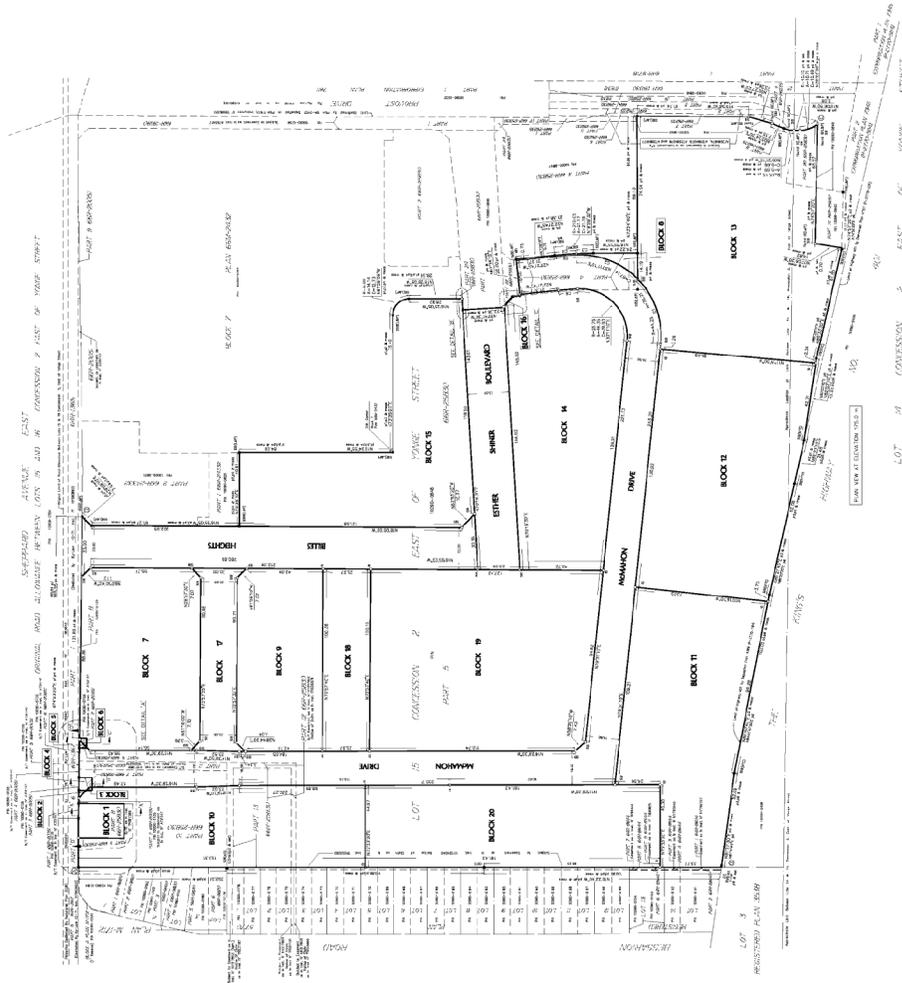
For the purposes of this Schedule 2, the following terms are defined:

- (i) Type A loading space shall mean a loading space with a length of at least 17.0 metres, a width of at least 3.5 metres and a vertical clearance of at least 4.3 metres;
- (ii) Type B loading space shall mean a loading space with a length of at least 11.0 metres, a width of at least 3.5 metres and a vertical clearance of at least 4.0 metres;
- (iii) Type C loading space shall mean a loading space with a length of at least 6.0 metres, a width of at least 3.5 metres and a vertical clearance of at least 3.0 metres; and
- (iv) Type G loading space shall mean a loading space with a length of at least 13 metres, a width of at least 4.0 metres and a vertical clearance of at least 6.1 metres.



Attachment 1-C – Confidential Information

Draft Plan of Subdivision



1001 - 1019 Sheppard Ave. E.

Draft Plan of Subdivision

Applicant's Submitted Drawing

Not to Scale
11/20/2012

File # 10 227038 NNY 24 0Z

Attachment 1-D – Confidential Information - made public on December 6, 2012

Draft Conditions of Draft Plan of Subdivision Approval

Draft Plan of Subdivision 55T-00503 (UDSB-1247), Amendment Application 10 246801 NNY 24 SB

This Draft Plan Approval applies to the Draft Plan of Subdivision prepared by Lloyd and Purcell, Ontario Land Surveyors, dated November 7, 2012. The conditions of Draft Plan Approval issued February 20, 2003, amended March 5, 2003 are replaced with the following Draft Plan Conditions for the said lands:

1. Prior to final approval, the Owner shall amend the Subdivision Agreement dated October 7, 2005 to reflect these conditions, and the City's standard subdivision agreement terms, in a form and content satisfactory to the City Solicitor and the Chief Planner and Executive Director.
2. The Toronto Catholic District School Board ("TCDSB") and the Toronto District School Board ("TDSB") shall be parties to the amended Subdivision Agreement in relation to conditions respecting the school reserves and shared use of school and City facilities.
3. The Owner shall satisfy all pre-registration conditions herein.
4. Prior to final approval, the Official Plan land use designations and zoning implementing the Official Plan are in full force and effect.
5. The approval of this plan of subdivision will lapse if the subdivision is not registered within 5 years of the date of draft plan approval.
6. Dedicate all roads, corner roundings, and road widenings shown on the plan.
7. Convey to the City all 0.3metre (one foot) reserves shown on the plan.
8. Convey all necessary easements to the City.
9. Prior to final approval, the Owner shall convey the Owner's stratified interest in Block 1 to the City at no cost to the City.
10. Convey Blocks 10, 14, 18, 19 and 20 to the City for park purposes. Prior to final approval, deeds for Blocks 10, 14, 18, 19 and 20 to be delivered to the City pursuant to an Escrow Agreement. The Owner shall be responsible for the costs of preparing and registering the Escrow Agreement.

11. 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 respective City divisions in consultation with the City Solicitor.
12. Pay all costs for preparation and registration of conveyances.
13. Apply storm water management techniques in the development of this subdivision to the satisfaction of Technical Services Division.
14. Prior to conveyance, the Owner shall conduct an environmental site assessment for lands to be conveyed to the City or the School Boards 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) for park and school uses.
15. Pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
16. Provide certification to the Director, Development Engineering, Technical Services Division by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.
17. Pay property taxes for the current taxation year.
18. The Owner shall satisfy the requirements and conditions and acknowledge and agree that the warning clause from the Toronto Transit Commission as set out in their memorandum dated February 10, 2011 affects the subdivision lands.
19. The Owner shall satisfy the requirements and conditions as contained in the Technical Services Division, North York District memoranda dated December 21, 2011 (conditions B2, B5 and B6), December 22, 2011 and January 11, 2012.
20. The Owner shall satisfy the requirements and conditions as contained in the Parks, Forestry and Recreation, Planning, Design and Development memoranda dated November 23, 2010 as updated by November 1, 2011. In particular, base park improvements, for which the Owner is responsible and for which development charge credits are not available, shall include water meter chamber, hydro chamber, backflow preventer and shut off valve. The Owner shall be responsible for above base park improvements and shall receive development charge credits to cover same. The Section 37 agreement authorized by the 2012 By-law shall provide an option for the construction of the joint public community facility by the Owner in accordance with City policies, including the Fair Wage Policy and purchasing and procurement policies.
21. As part of site plan approval applications and draft plan of condominium applications, the Owner is to address the recommendations of the Noise and Vibration Study prepared by Golder Associates Limited dated February 2010 and the Pedestrian Wind Assessment Study, prepared by Rowan Williams Davies & Irwin Inc. dated June 15, 2010.

22. The Owner agrees that Block 17 (Segment 6 on the Phasing of Parks and Infrastructure Plan) is to be acquired by the City prior to registration of a condominium on Blocks 7 or 9, as a future public road for nominal consideration. It is to be unencumbered and later dedicated by by-law to establish it as a public highway.

23. The streets, parks and development blocks within the Plan will be developed on a phased basis in accordance with the Phasing Plan described below and shown on the attached map entitled "Phasing of Parks and Infrastructure Plan". The Phasing Plan set out below is to reflect the Phasing Plan contained in the Zoning By-law for these lands and in the event of inconsistencies, the Phasing Plan contained in the Zoning By-law shall prevail:

Phase 1: Prior to any above grade building permit being issued for any building on Block 13, a portion of Esther Shiner Boulevard (Segment 1), a portion of McMahan Drive (Segment 2) and a temporary cul-de-sac (Segment 3) will be constructed to base course asphalt. After these roads are constructed, Park Block 14 shall be conveyed to the City in base park condition not later than June 1, 2015, unless otherwise agreed upon by the General Manager, Parks, Forestry and Recreation.

Phase 2: Prior to any above grade building permit being issued for any building on Block 11 or Block 12, the remaining portion of McMahan Drive (Segment 4) will be constructed to base course asphalt. Within 24 months of the issuance of any above grade building permit on the latter of Block 11 and Block 12, the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) will be constructed to base course asphalt. Prior to commencing construction of Segment 5, and no later than 18 months after the issuance of the above grade building permit on the latter of Block 11 and Block 12, the Owner shall have posted security for said road construction. After the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) has been constructed to base course asphalt, Park Block 19 and Park Block 18 shall be conveyed to the City in base park condition, however, not later than October 1, 2017 unless otherwise agreed upon by the General Manager, Parks Forestry and Recreation.

Phase 3: Prior to any above grade building permit being issued on Block 15, the remaining portion of McMahan Drive (Segment 4) and the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) will be constructed to base course asphalt. After the remaining portion of Esther Shiner Boulevard and all of Billes Heights (Segment 5) has been constructed to base course asphalt, Park Block 19 and Park Block 18 shall be conveyed to the City in base park condition, however, not later than October 1, 2017 unless otherwise agreed upon by the General Manager, Parks, Forestry and Recreation.

Phase 4: Prior to any above grade building permit being issued on Blocks 7 or 9, the future street on Block 17 (Segment 6) shall be constructed to base course asphalt.

24. Park Block 10 shall be conveyed to the City immediately following 12 months written notice provided by the General Manager Parks, Forestry and Recreation to the Owner and in any event no later than the first condominium registration of a condominium on Block 7.

25. Notwithstanding Condition 23 above, if a School Board exercises the option to purchase either Park Block 18 or Park Block 20, then said Park Block shall be conveyed to the City immediately following 6 months written notice provided by the General Manager Parks, Forestry and Recreation to the Owner and in any event no later than the first condominium registration of a condominium on Block 7.
26. Subject to the phasing set out herein, prior to any above grade building permit for any building or structure within said phase, the following municipal services shall be provided to the lot line and the following provisions shall be complied with:
 - (a) all new public roads necessary to serve the building or structure have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway, and
 - (b) all water main and sanitary sewers and appropriate appurtenances have been installed and are operational.
27. Additional subdivision conditions previously secured in the executed Subdivision Agreement dated October 7, 2005 be brought forward, and updated or revised as deemed appropriate by the Parties, into the revised agreement. In particular, sections B.5.11, B.5.15, D.2.5, G.2.1, H.7.4 and Schedules B, D (Phase 3) and P shall be brought forward and updated or revised as deemed appropriate by the Parties.
28. The Development Charge credit provisions in the Subdivision Agreement dated October 7, 2005 shall continue to apply to the amount of development permitted by the Zoning By-law as it existed in 2005. With respect to the 640 additional units permitted by the Zoning By-law Amendment approved in 2013, which represent 18.5% of the units permitted on each Parcel by the 2013 By-law, prior to the issuance of the first below grade building permit, excluding a permit for excavation and shoring but including a permit for foundation, on each of Parcels A, B, C, D, E, F and G of the 2013 By-law, the Owner shall pre-pay to the City the parks and recreation and the library components of the applicable development charges for 18.5% of the units included in said building permit application until a total of 640 units are reached, such funds to be used on behalf of the City for the construction of the joint public community facility and the Owner shall receive development charge credit for same amounts at above grade building permit stage for each of Parcels A, B, C, D, E, F and G of the 2013 By-law. It is estimated that these prepayments and credits will total up to \$1.5 million.
29. Submit financial security in accordance with the terms of the City's standard subdivision agreement but existing financial securities remain in place in accordance with the executed Subdivision Agreement dated October 7, 2005.
30. Submit a draft Reference Plan of Survey if required by the Executive Director of Technical Services, for review and approval, prior to depositing it in the Land Registry Office. The reference plan should:

- (a) be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System) and the 3 degree Modified Transverse Mercator Projection);
 - (b) delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements;
 - (c) show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan; and
 - (d) the Owner shall pay all costs for preparation and registration of the reference plan.
31. Block 20 shall be subject to the “Block 20 School Reserve”. Block 9 and Block 18 shall be subject to the “Additional School Reserve”, together the "Reserves".
 32. The Reserves shall each be in favour of both School Boards. The Block 20 School Reserve must be exercised first and the Additional School Reserve cannot be exercised unless the Block 20 School Reserve has been exercised.
 33. The Reserves shall each be in place for the period described in Condition 41 unless released or exercised by the School Boards.
 34. During the Reserve period the City shall retain the right to use the portion of the Reserve sites in their ownership for temporary parkland and associated uses, including parking.
 35. Following the acquisition of either Reserve site by a School Board, the City may, subject to providing appropriate insurance and indemnity, use said Reserve site for temporary parkland and associated uses, including parking, provided that the City shall cease such use and remove all appurtenances related thereto upon six months’ written notice, or such longer period as may be agreed upon by the Parties, from the relevant School Board that it intends to commence construction of a school on the site. The City's temporary use of the Reserve sites will not interfere with the School Boards' ability to undertake geotechnical, environmental and other studies on the sites.
 36. Should the Block 20 School Reserve be exercised, the School Board exercising the Reserve shall purchase Block 20 from the City for fair market value, subject to the City’s first right to re-purchase Block 20 should the School Board decide to sell Block 20. The first right to re-purchase shall permit the City to re-acquire Block 20 for fair market value determined at that time. This right to repurchase shall survive for 20 years from the date of conveyance to the School Board. For greater certainty the fair market value for Block 20 will reflect the condition of the lands as of the date the option is exercised including, if applicable, the existence of the sloped embankment on Block 20.
 37. Should the Additional School Reserve be exercised, the School Board exercising the Reserve shall purchase Block 9 from the Owner and Block 18 from the City, each for fair market value, subject to first rights to re-purchase exercisable by the Owner and the City

respectively should the School Board decide to sell Block 9 and/or Block 18. These rights to re-purchase shall allow the Owner and the City to re-acquire their respective portions of the Reserve site for fair market value determined at that time. These rights to repurchase shall survive for 20 years from the date of conveyance to the School Board.

38. Each School Board shall advise the Owner in writing at the time it submits an application for site plan approval for a school on Block 20 or Blocks 9 and 18.
39. The City shall build a sports play field prior to the latter of November 1, 2017 and occupancy of the first school, designed in consultation with the School Boards, on Block 19.
40. Should both of the Reserves expire without being exercised by a School Board, the City shall retain ownership of Block 10, Block 14, Block 18, Block 19 and Block 20, and the Owner shall retain ownership of Block 9. In this circumstance, the construction of a sports play field shall be at the City's discretion.
41. Prior to final approval, the Owner and the City shall enter into one or more option agreements with the Toronto District School Board and the Toronto Catholic District School Board (collectively the "School Boards") for the purchase of Block 20, and Blocks 9 and 18:
 1. The option agreements shall require that the option on Block 20 be exercised before the option on Blocks 9 and 18 can be exercised and that each School Board can only exercise one option. The options to purchase shall also be time limited as follows:
 - (a) If the Toronto District School Board exercises its option to purchase Block 20 within three years and six months of the date of registration of the plan of subdivision in which Block 20 is included, then the Toronto Catholic District School Board shall have up to four years from the date of registration of the plan of subdivision in which Blocks 9 and 18 are included to exercise its option to purchase Blocks 9 and 18.
 - (b) If the Toronto Catholic District School Board exercises its option to purchase Block 20 within three years and six months of the date of registration of the plan of subdivision in which Block 20 is included, then the Toronto District School Board shall have up to four years from the date of registration of the plan of subdivision in which Blocks 9 and 18 are included to exercise its option to purchase Blocks 9 and 18.
 - (c) If neither School Board exercises its option to purchase Block 20 within three years and six months of the date of registration of the plan of subdivision in which Block 20 is included, then all options to purchase Blocks 9 and 18 shall be deemed to expire, and both School Boards shall have up to four years from the date of registration of the plan of subdivision in which Block 20 is included to exercise their respective option to purchase Block 20.
 - (d) If neither School Board exercises its option to purchase Block 20 within four years of the date of registration of the plan of subdivision in which Block 20 is included, then all options to purchase Block 20 shall expire.

(e) For greater certainty the plan of subdivisions shall be registered for Blocks 9, 18 and 20 at the same time.

42. Prior to the conveyance of Block 20 and/or Blocks 9 and 18 to a School Board in accordance with the Reserves, the Owner shall, at no cost to the School Boards or the City:

1. grade Block 20 and/or Blocks 9 and 18, as the case may be, to provide positive drainage, and in doing so the Owner shall compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the land to specifications determined by the City and the School Board(s). The grading and clearing shall include the removal of any and all buildings, structures, tanks and utility structures, but shall not include the removal of the embankment on Block 20;
2. no topsoil shall be stored or stockpiled on Block 20;
3. remove any materials from Block 20 and/or Blocks 9 and 18;
4. construct McMahan Drive to base course asphalt and install natural gas, electrical, water, storm sewer and sanitary sewer services with the potential for adequate service connections to Block 20 along the McMahan Drive frontage and in the case of Blocks 9 and 18 along an abutting street frontage, sized to accommodate an elementary school and/or community centre;
5. make provision for the installation of sidewalks along public streets through the development to allow for a safe pedestrian walking route to Block 20 and Blocks 9 and 18;
6. submit to the relevant School Board and City a letter from a qualified consultant concerning the suitability of Block 20 and/or Blocks 9 and 18 for the construction of a school relating to soil bearing factors, surface drainage, topography and environmental contaminants, as well as the availability and/or potential for natural gas, electrical, and fibre optics, and the availability of water, storm sewer and sanitary sewer services with the potential for adequate service connections. A minimum of eight boreholes shall be required in respect of these investigations/assessments; and
7. assume any reasonable upstream and downstream charges for hydro, natural gas, sanitary and storm drainage and water supply.

43. Prior to final approval, the Owner shall submit to the School Boards and the City:

1. an initial set of engineering plans for review and comment, and subsequently, a copy of the final engineering plans as approved by the City, indicating the storm drainage system, utilities, and the overall grading plans for the complete subdivision area; and

2. a copy of a phasing plan indicating the sequence of development, the land area, and the number of Blocks and units for each phase.

44. The Owner agrees that stormwater management/detention ponds shall not be located on Block 20 or Blocks 9 and 18, or on any Block adjacent to Block 20 or Blocks 9 and 18, and to ensure that any stormwater management/detention ponds within the vicinity of Block 20 and Blocks 9 and 18 are not accessible to unsupervised students.

45. The Owner shall undertake the following at no cost to the School Boards:

1. Erect and maintain information signs at all major entrances to the proposed development advising the following:

Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available.

These signs shall be to the relevant School Board's specifications and shall be erected in locations approved by the City prior to registration of the plan of subdivision and shall be maintained for the duration of construction on the adjacent lands.

2. Include the following warning clauses in all offers of purchase and sale and offers to lease in respect of residential units until the later of the reserve options expiring or a permanent public elementary school for the immediate neighbourhood has been built and is operational:

(i) "Sufficient accommodation may not be available for all anticipated students from the area and you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."

(ii) "Students may have to attend a school outside of the immediate neighbourhood, although a site in the subdivision has been reserved for a school building. A school may not be built for several years, if at all, and only then if it can be justified to the satisfaction of the Ministry of Education, and provided that funding is made available from the Ministry of Education to construct the school building."

(iii) "The purchaser agrees that for the purpose of transportation to school, the student will meet the bus on existing roads or at another location designated by the School Board."

46. Prior to Block 14 and/or Block 19 being conveyed to the City, the School Boards and the City shall enter into a shared use agreement that addresses:

(a) the terms upon which the proposed schools on Blocks 9 and 18 and Block 20 shall have access to and use of the public park on Blocks 14 and 19, including the soccer pitch (and any other fixed recreational and athletic equipment and facilities within the park) (collectively the **“Public Park”**);

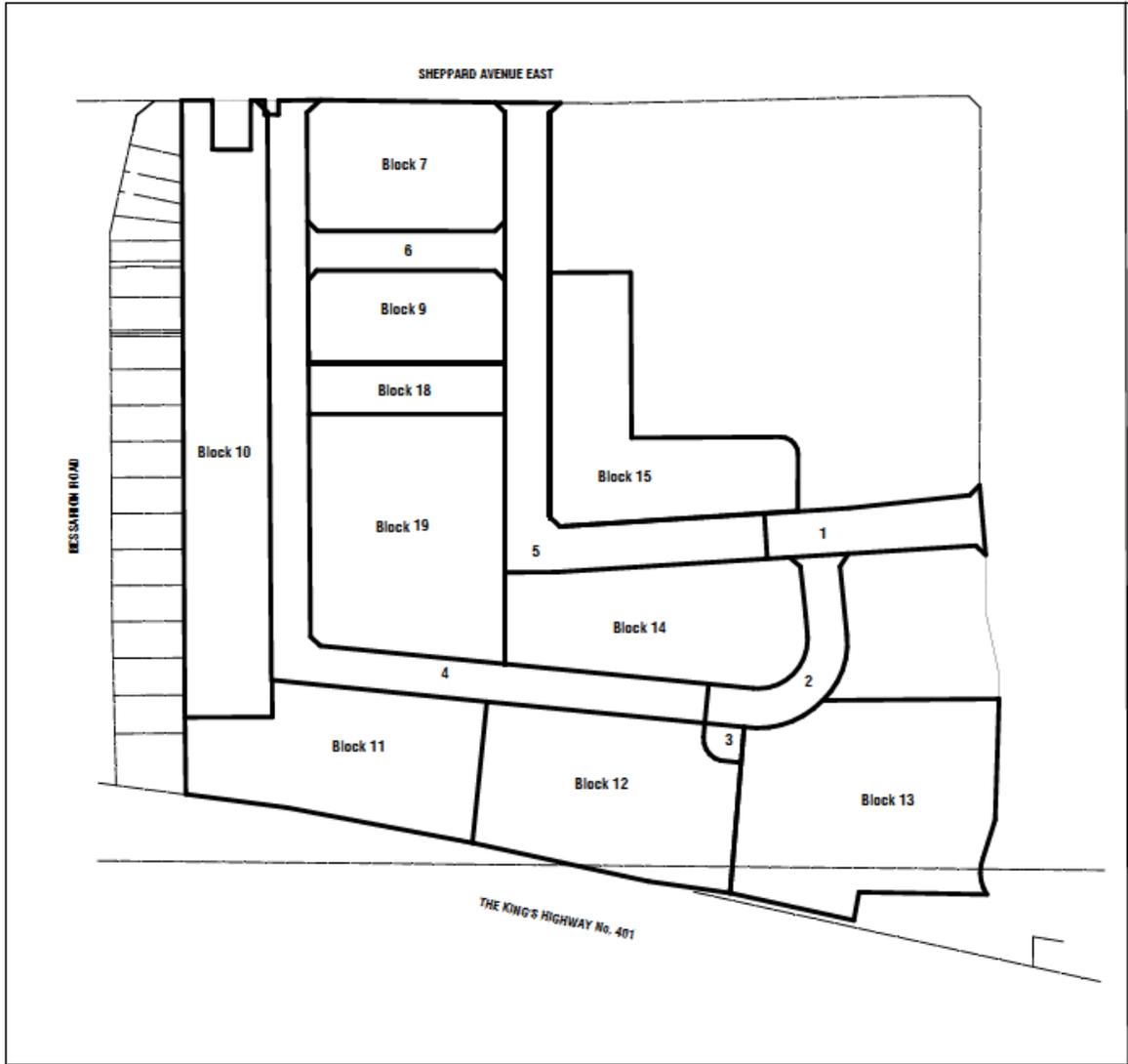
(b) the terms upon which the City shall have access to and use of the schools (excluding any daycare play space, if applicable) during after school hours; and,

(c) such other matters as the parties may agree to, acting reasonably, including insurance, recognizing and abiding by rules and regulations relating to the use of equipment and facilities in the public park, capital construction projects and shared maintenance (the **“Shared Use Agreement”**).

Without limiting the generality of the foregoing, the Shared Use Agreement shall include the following:

1. Subject to subsections 2 to 4 below, the School Boards shall have the right, in priority to all others, to enter upon and use the Public Park between the hours of 9 a.m. and 4 p.m. every day (except Saturdays, Sundays, and statutory or official holidays) throughout the school terms in each year, subject to such additional times as the subject School Board(s) and the City may agree to, acting reasonably, for the purpose of promoting and/or carrying on the School Boards’ educational programs and carrying on such recreational and athletic activities as each School Board considers advisable in connection with its school.
2. The Principals (or their designates) for each of the schools and the City General Manager of Parks, Forestry and Recreation (or his/her designate) shall annually agree upon the exact dates and times that each of the schools will have access to and use of the Public Park during the times set out in subsection 1 above for the following school year, with each of the parties acting reasonably. In the event that the parties are not able to agree on the exact dates and times that each of the schools will have access to and use of the Public Park for the following school year, the matter shall be settled by arbitration. Each Party shall be responsible for its own costs, and shall share the costs of the arbitrator(s) equally. The rules governing the arbitration, including, but not limited, the method for selecting an arbitrator(s), shall be set out in the Shared Use Agreement.
3. For the purposes of this Condition, the use of the Public Park by the School Boards shall mean use by the Boards’ members, officers, employees, servants or agents, and the students of each school and others engaging in or attending games, athletic or recreational activities in connection with the schools.
4. The use of the Public Park by the School Boards shall not affect the right of the City and members of the public to use the Public Park, or portions thereof, at such times as they are not required by the School Boards during the hours set out in subsections 1 and 2 above, provided such use does not interfere with or disturb any of the work or activities of the School Boards

5. The Shared Use Agreement shall set out a protocol for the scheduling of City events at the schools during after-school hours. For the purposes of this Condition, “after-school hours” shall mean any time after 4:30 p.m. every day (except Saturdays, Sundays, and statutory or official holidays) throughout the school terms in each year.



Phasing of Parks and Infrastructure Plan