

Appendix 1: Proposed Official Plan Amendment – made public on April 13, 2015

CITY OF TORONTO

BY-LAW No. XXXX-2015 (OMB)

To adopt Amendment No. XX to the City of Toronto Official Plan respecting the lands known municipally as 1001 Ellesmere Road.

WHEREAS authority is given to the Ontario Municipal Board under the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, upon hearing the appeal of the owners of the Lands, to pass this By-law;

THEREFORE the Official Plan of the City of Toronto, as amended, is further amended by the Ontario Municipal Board as follows:

1. The text and maps attached hereto as Schedules 1 and 2 are adopted as an amendment to the Official Plan for the City of Toronto.
2. This is Official Plan Amendment No. XX. PURSUANT TO THE ORDER/DECISION OF THE ONTARIO MUNICIPAL BOARD ISSUED ON _____, 2015 UNDER OMB FILE NO. PL_____.

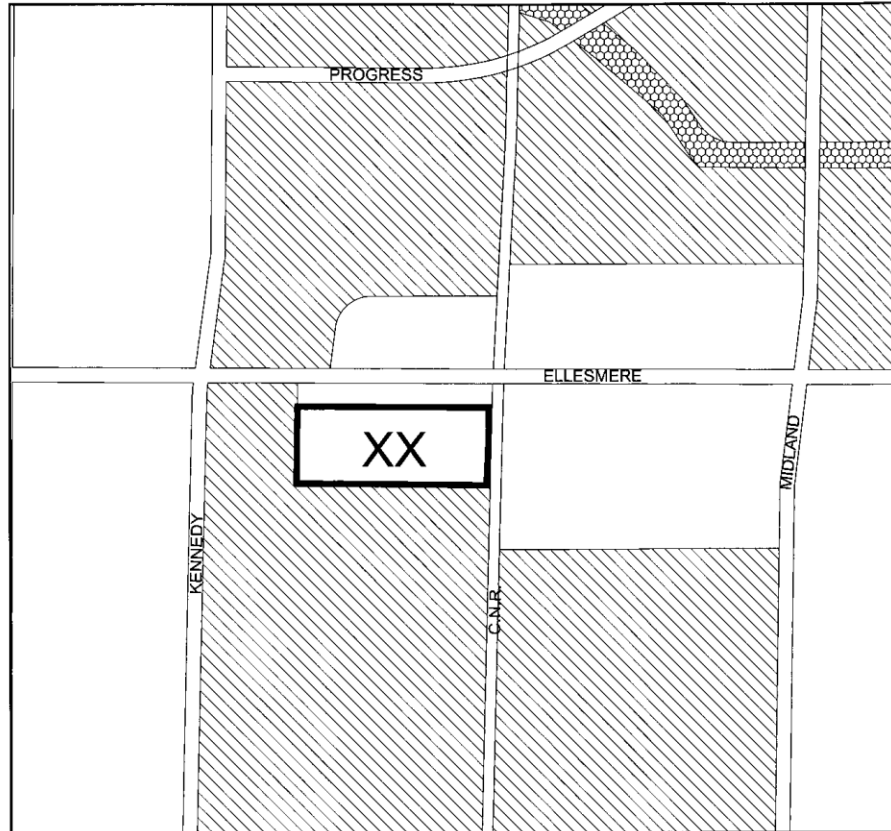
AMENDMENT NO. XX TO THE OFFICIAL PLAN OF THE CITY OF TORONTO

1001 ELLESMERE ROAD

The Official Plan of the City of Toronto is amended as follows:

1. Map 2, Urban Structure, is amended by deleting portions of the lands known municipally in the year 2015 as 1001 Ellesmere Road from the *Employment Districts* designation as shown on the attached Schedule 1.
2. Map 20, Land Use Plan, is amended by re-designating portions of the lands known municipally in the year 2015 as 1001 Ellesmere Road from *Employment Areas* to *Mixed Use Areas* as shown on the attached Schedule 2.

SCHEDULE 1



 **Toronto** City Planning Division
Official Plan Amendment XX

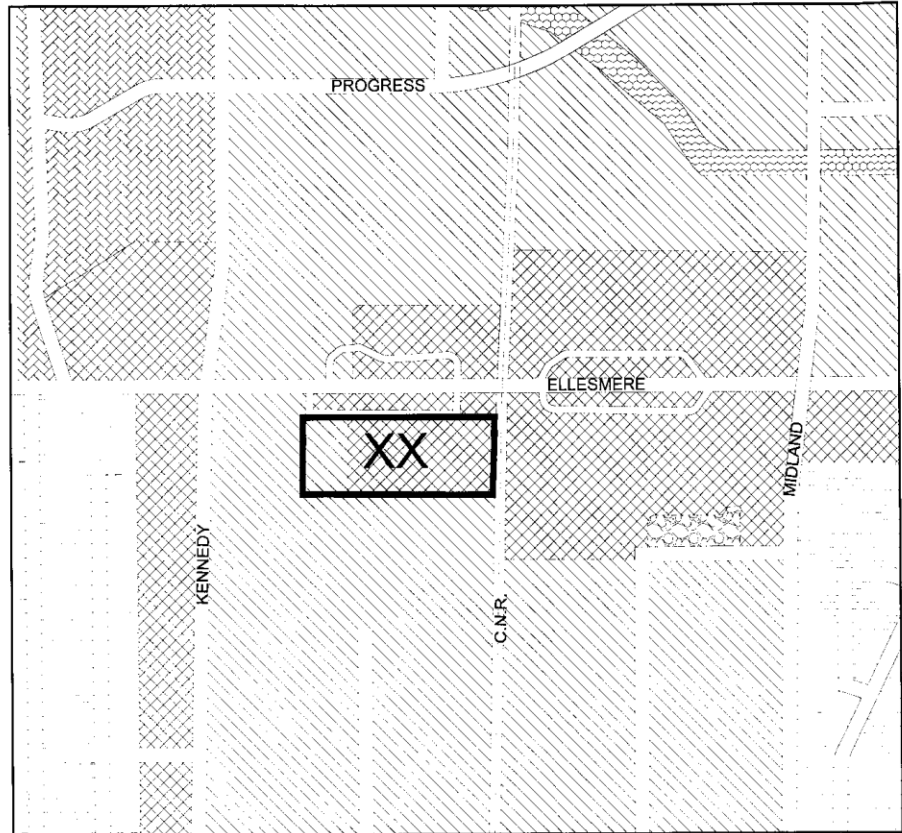
1001 Ellesmere Road, Toronto

File #13 _____

-  Site Location
-  Employment Districts



SCHEDULE 2










Official Plan Amendment XX

Revisions to Land Use Map 19 to Redesignate lands from Employment Areas to Mixed Use Areas

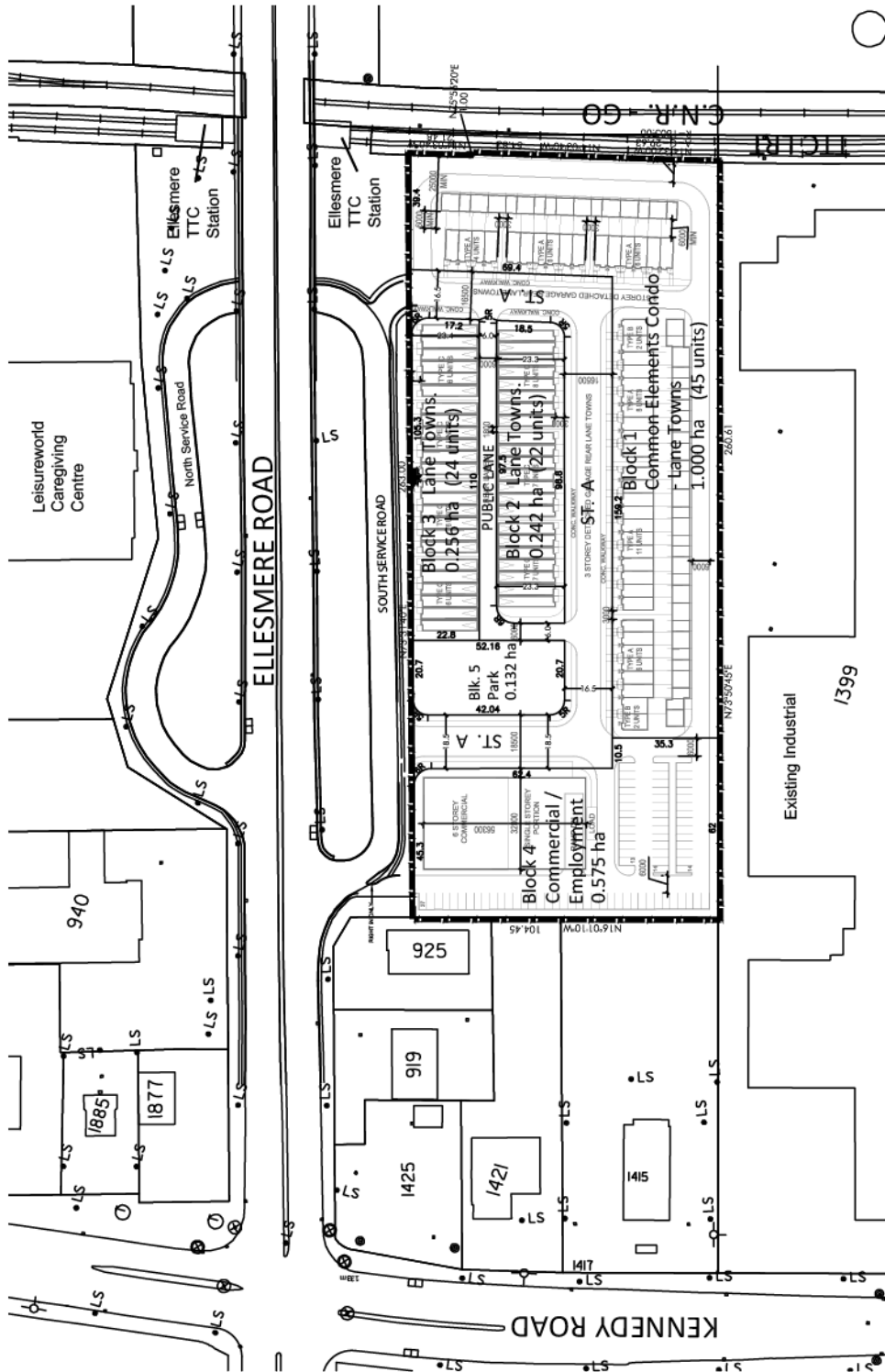
1001 Ellesmere Road, Toronto

File #13

	Site Location		Employment Areas
	Neighbourhoods		Natural Areas
	Apartment Neighbourhoods		Parks
	Mixed Use		



**Appendix 2: Proposed Draft Plan of Subdivision (Revised)
made public on April 13, 2015**



1001 Ellesmere Road

Draft Plan of Subdivision (Revised)

Applicant's Submitted Drawing

Not to Scale
03/24/15



File # 13 268032 ESC 37 0Z

Appendix 3: Draft Zoning By-law Amendment – made public on April 13, 2015

Authority: Ontario Municipal Board Order issued on ~~~, 20~~ in Board File No. PL140391

CITY OF TORONTO

BY-LAW No. ~~~-2015(OMB)

To amend former City of Scarborough Employment Districts Zoning By-law No. 24982 (Dorset Park Employment District), as amended, with respect to the lands municipally known as 1001 Ellesmere Road.

WHEREAS the Council of the City of Toronto has been requested to amend its Zoning By-law pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, with respect to lands municipally known in the year 2015 as 1051 Ellesmere Road (the "Lands"); and

WHEREAS pursuant to Section 37 of the *Planning Act*, a By-law passed under Section 34 of the *Planning Act* may authorize increases in the height or density of development beyond that 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 the height or density of development, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

WHEREAS the owner of the Lands has elected to provide the facilities, services or matters as are set out in this By-law; and

WHEREAS the increase in height and density of development permitted under this By-law beyond that otherwise permitted on the Lands by By-law No. 24982, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the owner of the Lands and the City of Toronto; and

WHEREAS the Ontario Municipal Board, by its Order issued on ~~~, 20~~ in Board File No. PL140391, determined to amend Zoning By-law No. 24982, as amended, with respect to the Lands;

THEREFORE pursuant to the Order of the Ontario Municipal Board issued on ~~~, 20~~ in Board File No. PL140391 the Ontario Municipal Board orders as follows:

1. Schedule "A" of the Employment Districts Zoning By-law No. 24982 (Dorset Park Employment Area) is amended for the lands outlined in the attached Schedule 'I' by deleting the existing Industrial (M) zoning and replacing it with the Commercial Residential (CR) Zone, the Performance Standards as shown on Schedule 'I' and noted Exceptions 845 and 846, so that the amended zoning shall read as follows:

CR – 721 – 1010 – 1084 – 1086 – 1092 – 1192 – 2029 – 2061 – 2710
CR – 722 – 1010 – 1084 – 1086 – 1092 – 1192 – 2029 – 2061 – 2710
CR – 723 – 1011 – 1013 – 1084 – 1086 – 1092 – 1192 – 2029 – 2061 – 2062 –
2710 – 2711
CR – 492 – 913 – 1119 – 2029 – 2619
P

845

846

2. Schedule "B", PERFORMANCE STANDARDS CHART, is amended by adding the following Performance Standards:

INTENSITY OF USE

721. Maximum 24 **townhouse dwelling units** having an attached rear garage and a minimum unit width of 4.2 m.
722. Maximum 22 **townhouse dwelling units** having an attached rear garage and a minimum unit width of 4.2 m.
723. Maximum 45 **townhouse dwelling units** having a detached garage in the rear yard and a minimum unit width of 4.5 m.

SETBACKS

1013. Minimum setback from the **lot** line that abuts the TTC/SRT Rail Line to the rear main wall of a **dwelling unit**: 25.0 m.
1092. Minimum interior **side yard** setback: 1.0 m.

SETBACKS FROM LOT LINES OTHER THAN STREET LINES

1119. Minimum setback from **lot** lines other than **street lines** 15.0 m.

GROSS FLOOR AREA

2619. **Gross floor area** of all buildings (minus the **gross floor area** of all **basements**) shall be a minimum of 6 500 m² and shall not exceed 11 475 m².

HEIGHT

2710. Maximum 14.0 m and 3 **storeys**, excluding **basements**, as measured from the average finished grade along the **main wall** of the **dwelling unit** facing any **street** line.

2711. The height measured from the floor of the **structure** of a detached garage to the **eaves** shall not exceed a height of 6.0 m.

3. On those lands identified as Exception No. 845 on Schedule '1' hereto, the following provisions shall apply:

(a) Only the following uses are permitted in the **Commercial/Residential Zone (CR)**

Permitted Uses:

- **Townhouse Dwelling**
- **Private Home Day Care**

Temporary Use:

- Temporary Sales Trailer for the sales of residential dwelling units

(b) Where garages, accessed from a **lane**, are attached to a **dwelling unit** there shall be a minimum 15m² of outdoor amenity area provided on the roof of the attached garage.

(c) Measurement of required **yard** and building setbacks shall be from the **street** or **lane** line, and shall not be affected by required corner roundings.

(d) The following definitions shall apply to the lands encompassed by Exception No. 845:

Lane

shall mean a public or private right-of-way which is not for general traffic circulation and which may provide an alternate means of access to abutting **lots**.

Model Home

shall mean a finished **dwelling unit** for temporary display to the public prior to occupancy for residential purposes.

Permitted Projections

The following Projections, to the maximum distance shown below, shall not be considered part of the **main wall**, except that no such projection shall extend into a public **street** or **lane**:

<u>Projections</u>	<u>Distance</u>
Deck, porch, balcony, or similar structure	1.5 m
Decorative or screen wall	1.0 m
Exterior steps or ramps	3.0 m
Bay window, box window or other projecting window	0.6 m
Roof overhang, eave or roof of dormer window	0.6 m provided they are no closer to a lot line than 0.3 m
Chimney, pilaster and projecting columns	0.6 m

Street

shall mean a public right-of-way for general traffic circulation and which provides the primary access to abutting **lots**.

Townhouse Dwelling

shall mean a **building** containing three or more **dwelling units**, in which **dwelling units** are separated from each other vertically, and each of which has a separate entrance directly from outside.

Yard, Flankage

shall mean the space between the exterior side wall of a building and a **side lot line** bounding upon a **street** or **lane** and extending from the front main wall to the rear main wall.

- (e) Matters to be provided pursuant to Section 37 of the Planning Act, R.S.O. 1990, c.P. 13, as amended:
 - i) The density of development permitted by this By-law is permitted subject to the owner of the lands, at its expense and in accordance with and subject to the execution and registration of the agreements referred to in Section (ii) herein, providing or funding the following facilities, services and matters, as follows:

- a. \$226,000 to improve the Birkdale Ravine and/or local park improvements, to be provided on the following basis:
 - i) \$59,600 prior to the issuance of building permits for **dwelling units** fronting Ellesmere Service Road; and
 - ii) \$166,400 prior to the issuance of building permits for all other **dwelling units**.
- ii) the owner of the lands shall enter into one or more agreements with the City of Toronto pursuant to Section 37 of the Planning Act, R.S.O., 1990, c.P. 13 as amended, to secure the facilities, services and matters referred to in Section (i) herein, which agreement shall be registered as a first priority on title to the lands to which this By-law applies.
- iii) Each installment payment set out in (i) and (ii) above shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for Toronto, calculated from the date of execution of the Section 37 Agreement to the date of payment of the funds by the owner to the City. Each installment payment set out in (i) and (ii) above shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for Toronto, calculated from the date of execution of the Section 37 Agreement to the date of payment of the funds by the owner to the City.
- iv) The owner shall construct the development in the following phases:
 - Phase 1 – Blocks 1, 2 and 3
 - Phase 2 – Block 4 (the dwelling units fronting Ellesmere Service Road)
- v) The Section 37 Agreement will set out further details of the phasing plan referred to in Section (iv) herein.
- (f) **Model Homes** shall be permitted on the lands encompassed by Exception 845. Each **Model Home** shall be of the permitted **dwelling unit** type

within the zone category and shall comply with the provisions of the **Performance Standards Chart, Schedule “B”** for the **dwelling unit** type, and the **Exceptions List, Schedule “C”**, as amended by this By-law.

The maximum number of **Model Homes** shall be as follows:

- i) 1 **townhouse dwelling unit** with detached garage
- ii) 1 **townhouse dwelling unit** with attached garage

4. On those lands identified as Exception No. 846 on Schedule '1' hereto, the following provisions shall apply:

(a) Only the following uses are permitted in the **Commercial/Residential Zone (CR)**

Permitted Uses:

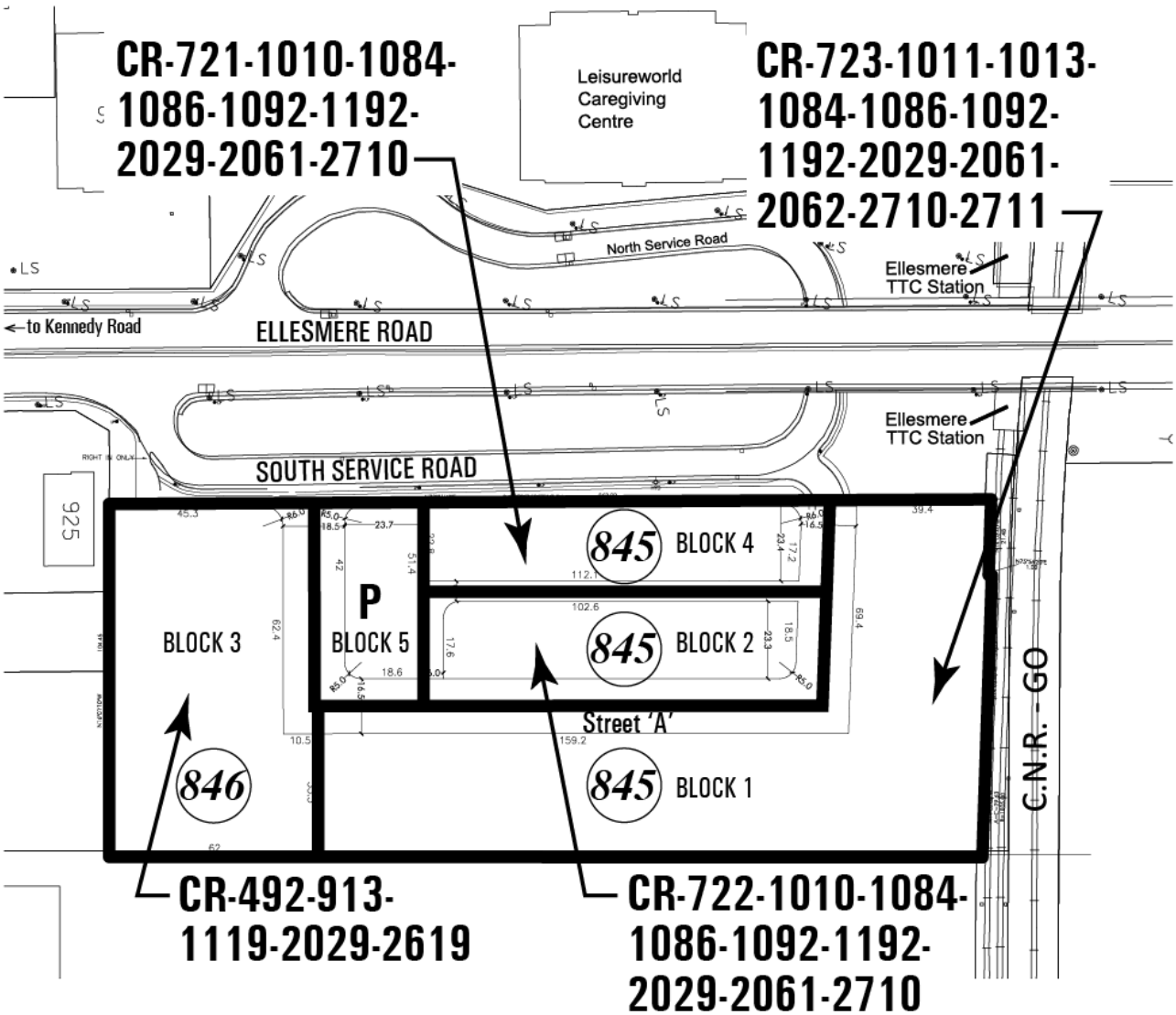
- **Financial Institutions**
- Medical Centres
- Offices
- **Personal Service Shops**
- **Restaurants**
- **Retail Stores**

(b) Additional Permitted Uses provided that they do not individually or collectively exceed 20% of **gross floor area** of all buildings (minus the **gross floor area** of all **basements**):

- Business and Trade Schools
- Data Storage Facilities
- Performing Arts Studio
- Pet Grooming Establishment (excluding overnight boarding of animals)
- Fitness Centre
- Veterinary Hospital

PURSUANT TO THE DECISION/ORDER OF THE ONTARIO MUNICIPAL BOARD
ISSUED ON ~~~~, 20~~ UNDER OMB CASE NO. PL140391.

Schedule '1'



TORONTO City Planning Division
Zoning By-Law Amendment

1001 Ellesmere Road

File # 13 268032 ESC 37 0Z

 Area Affected By This By-Law

Dorset Park Employment
 Not to Scale
 03/24/2015

Appendix 4: Conditions of Draft Plan of Subdivision – made public on April 13, 2015

OMB File No. PL140391

City File No. _____

PROPOSED DRAFT PLAN OF SUBDIVISION CONDITIONS FOR 1001 ELLESMERE ROAD

The Ontario Municipal Board's approval as set out in Decision/Order issued on _____, 2015, applies to Drawing No. 11143-38dp, prepared by Bousfield Inc. and dated March 19, 2015.

1. The Owner shall enter into the City's standard subdivision agreement and satisfy all pre-registration conditions.
2. The Owner shall provide to the Director of Community Planning, Scarborough District, confirmation that the taxes have been paid in full (statement of account or Tax Clearance Certificate).
3. The Official Plan land use designations and zoning implementing the Official Plan are in full force and effect.
4. 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.
5. Dedicate all roads, corner roundings, and road widenings shown on the plan.
6. Convey all necessary easements (internal and external) to the City.
7. 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 Executive Director of Engineering and Construction Services in consultation with the City Solicitor.
8. Submit a draft Reference Plan of Survey to the Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office. The plan should:
 - i. be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System) and the 3 degree Modified Transverse Mercator Projection;
 - ii. delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements; and
 - iii. show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.

9. Pay all costs for preparation and registration of reference plan(s).
10. Pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
11. Submit financial security in accordance with the terms of standard subdivision agreement.
12. Prior to the registration of the draft plan of subdivision, the Owner will convey the Block 5 parkland to the City of Toronto for parkland purposes. The final location and configuration of the parkland on the plan of subdivision will be to the satisfaction of the General Manager of Parks, Forestry and Recreation.
13. Prior to the registration of the draft plan of subdivision, the Owner shall provide, satisfactory to the City Solicitor, all legal descriptions and applicable reference plans of survey for the parkland dedication lands.
14. The Owner shall pay for the costs of such dedication and the preparation and registration of all relevant documents.
15. Prior to the transfer of the park block to the City, the park block shall nonetheless be deemed to be park land and in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992* and any structures constructed on land abutting the park block shall be subject to limiting distance requirements established under the Ontario Building Code. Prior to site plan approval for the buildings to be located abutting the park, the Owner shall advise staff in the Parks, Forestry and Recreation Division whether the Owner is required to enter into such an agreement. The Owner is advised that compensation may be required in this agreement.
16. The Owner shall ensure that lands to be dedicated as parkland to the City of Toronto shall be free and clear, above and below grade, of all easements, encumbrances and encroachments except those existing already on the lands that are for the benefit of the City of Toronto, unless otherwise authorized by the General Manager of Parks, Forestry and Recreation.
17. The Owner acknowledges and agrees that stockpiling of any soils or materials or use as an interim construction staging area on the parkland is prohibited, unless otherwise approved by Parks, Forestry and Recreation.

Environmental Assessment

18. Prior to conveyance of the parkland to the City, the Owner shall be responsible for an environmental assessment of the lands to be dedicated as parkland to the City and any associated costs or remediation works required as a result of that assessment. Such assessment or remediation shall ensure that the parkland dedication lands, at the time of

dedication, will meet all applicable laws, regulations and guidelines respecting sites to be used for public park purposes, including City Council policies respecting soil remediation of sites to be acquired by the City. A qualified environmental consultant acceptable to Engineering and Construction Services, Development Engineering Division shall prepare the environmental assessment. Prior to transferring the Parkland to the City, the environmental assessment may be peer reviewed by an environmental consultant retained by the City at the Owner's expense (the "Peer Reviewer"), and the conveyance of the Parkland to the City shall be conditional upon the Peer Reviewer concurring with the Owner's environmental consultant that the Parkland meets all applicable laws, regulations and guidelines for public park purposes. The Development Engineering section of the Engineering and Construction Services Division shall advise the General Manager of Parks, Forestry and Recreation of the findings of the environmental review.

Temporary Fencing

19. 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.

Base Park Improvements

20. The Owner will be responsible for the construction and installation of base park improvements to the dedicated parkland to the satisfaction of the General Manager of Parks, Forestry and Recreation including the following:
 - (a) Grading (inclusive of 150 mm topsoil supply and placement);
 - (b) Sod;
 - (c) City standard fencing, where deemed necessary;
 - (d) Buffering/screening between the park and adjacent uses;
 - (e) All necessary drainage systems;
 - (f) Electrical and water connections to the street line where deemed necessary; and
 - (g) Street trees along all public road allowances, which abut City owned parkland.

Details of when such work is to be completed are to be finalized prior to the registration of the draft plan of subdivision and shall be 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 the costs associated with the above noted base park improvements.

21. Prior to the registration of the draft plan of subdivision, the Owner will post a certified cheque as security for the installation of the base park improvements equal to 120% of the value of the base park improvements to the satisfaction of the General Manager of Parks, Recreation and Forestry.
22. At the time the base park improvements have been completed, the Owner will provide certification from their landscape architect certifying all work has been completed. At that

time, the submitted letter of credit for park improvements will be released subject to the satisfaction of the General Manager of Parks, Forestry and Recreation, less 20% of the total value which will be retained for a two year period as a performance guarantee.

23. At the time of conveyance, the General Manager of Parks, Forestry and Recreation may elect to receive cash-in-lieu of some or all of the elements of Base Park improvements.

Parkland Grading and Drainage

24. Prior to the registration of the draft plan of subdivision, the Owner shall ensure that the grading and drainage of the adjacent blocks are compatible with the grade of the parkland to the satisfaction of the General Manager, Parks, Forestry & Recreation and the Executive Director, Engineering and Construction Services.

Park Final Design and Programming

25. Prior to the registration of the draft plan of subdivision, the Owner shall agree that the General Manager, Parks, Forestry and Recreation will determine the final location, configuration, design, development and programming of the parkland to be conveyed to the City.

Above Base Park Improvements

25. Should the Owner and City agree, the Park and Recreation component of the Development Charges can be recommended to Council by PFR staff in consultation with Finance staff in Special Projects Section to be directed towards the above base construction of a new park being secured through the development application process. The above base improvements will be no greater than the Park's component of the Development Charge to be built out by the Owner. Subsequent to Council approving the use of the DC's, the applicant will submit a letter of credit equal to 120% of the value of the Parks and Recreation component of the Development for each phase of residential development.
27. Areas to be addressed in the design of the parkland are park programming, sustainable design and plantings, community and public safety, ground surface treatment, seating, vandalism etc. Details of these requirements will be determined prior to the registration of the plan of subdivision and will be to the satisfaction of the General Manager, Parks, Forestry & Recreation.
28. If the Owner and the City have agreed that the Owner will be completing the above base park improvements the Owner shall submit for the approval of the General Manager, Parks, Forestry & Recreation, a park design concept and a park development budget prior to the issuance of the first above grade building permit within the plan of subdivision.

Completion of Parkland Development

29. The Owner will be responsible for the completion of the parkland development prior to the issuance of the first above grade building permit.

Certification of Parkland Completion

30. The Owner, upon satisfactory completion of the parkland development will be required to guarantee such work and associated materials to the satisfaction of the General Manager, Parks, Forestry & Recreation. The Owner will provide stamped certification from its Landscape Architect verifying all work has been completed. As-built drawings will be submitted to the General Manager, Parks, Forestry & Recreation. At that time, the submitted letters of credit securing the parks and recreation component of the development charges and the base park improvements will be released, less 20% which shall be retained for a two year period as a performance guarantee.

Development Charges Credit

31. The Owner's total obligation with respect to the design and installation of Parkland Improvements will not exceed the aggregate amount of the Parks and Recreation service component of the Development Charges for all dwellings in the subdivision, notwithstanding the approved budget. The Owners acknowledge that the City will give them a Development Charge credit for Parkland Improvements provided over and above the Base Park Improvements. All plans, budgets, Development Charge credits and letters of credit shall be to the satisfaction of the General Manager, Parks, Forestry & Recreation.

Terms and Conditions

32. All plans, budgets, Development Charge credit, and Letters of Credit submitted by the Owner to the City shall be to the satisfaction of the General Manager of Parks, Recreation and Forestry. The Owner shall agree that all Letters of Credit that are to be provided by the Owner, unless determined otherwise by the City of Toronto, are intended to be in current dollars and accordingly, shall be adjusted either upwards or downwards, annually, on the anniversary date of the execution of the associated subdivision agreement, in accordance with the change in the Statistics Canada Non-Residential Construction Price Index, or other index to the satisfaction of the City, during such one year period, provided that in no case shall the amount, payable by the Owner, at any time be less than the minimal amount set out in that agreement.
33. Apply stormwater management techniques in the development of this subdivision to the satisfaction of Engineering and Construction Services.
34. Carry out/implement, and bear all costs associated with, the recommended Noise Mitigation Measures in accordance with the Environmental Noise Feasibility Study dated November 15, 2013 and all Addendums thereto required by the Chief Planner and Executive Director.

35. Warning clauses will be included in the Subdivision Agreement, to be registered on title in accordance with the recommendations of the Environmental Noise Feasibility Study and all Addendums thereto.
36. Prior to assumption of the plan of subdivision, the Owner shall provide a letter to the Chief Planner and Executive Director from the consultant engineer certifying that the recommended Noise Mitigation Measures have been carried out/implemented.
37. Prior to the registration of the plan of subdivision, the Owner shall post a Letter of Credit as security for the installation of any required mitigation measures including, but not limited to, the construction and installation of all berms and acoustic fences for 120% of the value of such items to the satisfaction of the Chief Planner and Executive Director.
38. Prior to the registration of the plan of subdivision, the Owner shall provide a letter to the Chief Planner and Executive Director from the consulting engineer confirming that all applicable Ministry of the Environment (MOE) noise guidelines will be met.
39. The Owner shall conduct an environmental site assessment for lands to be conveyed to the City in accordance with the terms and conditions of the standard subdivision agreement including providing payment for a peer reviewer and the submission of a Record of Site Condition (RSC).
40. The Owner agrees to include the following warning clauses in all agreements of purchase and sale and/or lease agreements:

"Purchasers are advised that where sidewalks are located adjacent to the curb, sidewalk snow clearing and driveway windrow clearing will not be provided by the City."

"There is a City by-law that prohibits the use of the public boulevard to satisfy parking space requirements. Casual parking (not required parking) is permitted within the confines of that portion of the boulevard within a private driveway, provided that no motor vehicle may be parked in the driveway less than 0.3 metres from the back edge of the sidewalk, or where no sidewalk exists, not less than 2.0 metres from the face of the curb or edge of the roadway."

"Additional vehicle parking that might otherwise be available on public streets will be subject to approval and regulations pursuant to applicable By-laws of the City of Toronto. The purchaser is cautioned that additional personal or visitor vehicles parked on the public street in contravention of hour limitations, overnight restrictions and similar regulations under such by-laws will be subject to parking enforcement including possible ticketing."

41. Prior to the 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 lease agreements to ensure that future occupants are aware of the City's snow clearing practices and the parking restrictions on these lands.
42. The Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard.
43. Prior to the registration of the plan of subdivision, the Owner shall provide a street tree planting 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 street tree planting plan shall be satisfactory to the General Manager of Parks, Forestry and Recreation.
44. Prior to the acceptance of engineering drawings by Engineering and Construction Services, the Owner agrees to provide a composite utility plan, indicating the location of all underground and above ground utilities, as well as proposed tree planting locations, to the satisfaction of Parks, Forestry and Recreation, and the Executive Director, Engineering and Construction Services.
45. Prior to the registration of the plan of subdivision, the Owner shall post a Letter of Credit equal to 120% of the value of the street trees, to guarantee the planting and maintenance by the Owner of the new street trees for a period of two years after the planting date, to the satisfaction of the General Manager of Parks, Forestry and Recreation.
46. Prior to the registration of the plan of subdivision, the Owner agrees to 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 planting strategy within the community. This booklet will be prepared to the satisfaction of Parks, Forestry and Recreation and will be distributed to all homeowners for all dwellings within the subdivision.
47. Prior to the registration of the plan of subdivision, the Owner agrees to contact the Supervisor of Urban Forestry, Tree Protection and Plan Review or his/her designate prior to commencement of street tree planting. The Owner further agrees to plant the street trees as per the approved street tree planting and composite utility plans, to the satisfaction of the General Manager of Parks, Forestry and Recreation. There shall be a two-year maintenance period, with an annual inspection involving Urban Forestry and the Owner (and their agents). At the end of the two-year maintenance period, if the street trees are in good condition, the General Manager of Parks, Forestry and Recreation shall accept maintenance responsibilities, and return the Letter of Credit. The Owner acknowledges that

any trees requiring removal will be replaced, maintained and guaranteed by the Owners for an additional two-year period.

48. The Owner agrees that the following clause will be included in all agreements of purchase and sale and/or rental/lease agreements for any lands within the proposed plan of subdivision:

"The Purchaser(s) and/or Tenant(s) are hereby advised that they may not receive a street tree in front of their property."

49. Prior to the registration of the plan of subdivision, the Owner agrees to provide its Solicitor's confirmation to the City advising that the above clause has been included in all agreements of purchase and sale and/or rental/lease agreements within the plan of subdivision to ensure that future occupants are aware that they may not receive a street tree in front of their property and be registered on title to the satisfaction of the City Solicitor.

50. The Owner agrees to provide, following the planting of street trees, a Certificate of Completion of Work and an as-installed plant list in the form of a spreadsheet identifying street trees, as shown on the approved planting plan, by street addresses. The as-installed plant list shall also include tree species, caliper, condition and specific location of the trees by identifying two points of reference (i.e. distances in metres from the curb, sidewalk, driveway, utility pole or pedestal).

51. The Owner shall install and maintain a chain link fence of minimum 1.83 metres in height along the mutual property line with the TTC.

52. The Owner shall enter into an agreement to erect and maintain signs, 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 this area until space in local schools becomes available. For information regarding designated school(s), please call (416) 394-7526."

These signs shall be to the Board's specifications and erected prior to registration or the issuance of any building permit.

53. The Owner agrees to include in all offers of purchase and sale or lease the following warning clauses prior to the registration of the subdivision plan and for a period of 10 years after registration of the subdivision plan:

"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 busing is provided by the Toronto District School Board, that students will not be bussed home to school and/or from school to home, but will meet the bus at designated locations in or outside of the area."

54. The Owner shall enter into an agreement to erect and maintain signs, at points of egress and ingress of the development site, advising that:

"The Toronto Catholic District School Board has plans to accommodate Catholic students from this development. If the elementary or secondary school which serves this area is oversubscribed, students from this development may need to be accommodated in portable classrooms or may have to attend a school located outside the area.

For information regarding Catholic schools serving this development, please contact the Planning Department at 416-222-8282, ext. 2280, or visit the Board website at www.tcdsb.org.

Bruce Rodrigues, Director of Education Ann Andrachuk, Chair"

These signs shall be to the Board's specifications and erected prior to registration or the issuance of any building permit.

55. The Owner agrees to include in all offers of purchase and sale or lease the following warning clauses prior to the registration of the subdivision plan and for a period of 10 years after registration of the subdivision plan:

"The Toronto Catholic District School Board has plans to accommodate Catholic students from this development. If the elementary or secondary school which serves this area is oversubscribed, students from this development may need to be accommodated in portable classrooms or may have to attend a school located outside the area. The purchaser or tenant acknowledges that school bus service for students, if required, will be from designated school bus stops located within or outside the development area."

56. The Owner agrees to include the following warning clause in all agreements of purchase and sale and/or lease agreements:

"The Purchaser and/or Lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 1001 Ellesmere Road (the "Development") to TTC transit operations may result in transmissions of noise, vibration, smoke, particulate matter, electromagnetic interference and stray current (collectively referred to as "Interferences") to the Development and

despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore the Purchaser and/or Lessee acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreements, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction."

57. The Owner agrees that prior to starting any demolition or construction, or the issuance of the first or any building permit, the Owner shall complete a TTC Technical Review of the proposed development as applicable to the particular permit under application, and obtain the TTC's written acknowledgement that the Owner has satisfied all of the conditions arising out of the review. As part of the review process, the Owner shall provide the requisite information and pay the associated review fee to the TTC.
58. Prior to the registration of the plan of subdivision, the Owner agrees to provide its Solicitor's confirmation to the Toronto Transit Commissions, advising that the Interferences Warning clause requested above has been included in applicable offers of purchase and sale, the Condominium Declaration, and/or lease agreements to ensure that future occupants are aware of the possible Interferences.
59. Prior to the registration of the plan of subdivision, the Owner agrees to provide the City with a detailed fencing plan and to make satisfactory arrangements to install any required privacy or decorative fencing to the satisfaction of the Chief Planner and Executive Director.
60. Prior to the registration of the plan of subdivision, the Owner agrees to provide the City with a Letter of Credit as security for the installation of any required privacy or decorative fencing equal to 120% of the value of the fencing to the satisfaction of the Chief Planner and Executive Director.
61. The Owner agrees that construction of dwelling units on Block 2 will proceed concurrently with construction of dwelling units on Block 1, and further that such units on Block 2 will not be occupied until the erection and enclosure of all dwelling units on Block 1.
62. The Owner agrees that construction of dwelling units on Block 4 will not commence until substantial completion, being completion of the building superstructure and its enclosure with a roof, finished exterior cladding and installation of all exterior doors and windows, of the commercial development on Block 3 to the satisfaction of the Chief Planner and Executive Director.

63. The Owner agrees that, in addition to usual matters to be addressed through site plan applications for the developments, said applications will include proposals specifically to address visual screening (through landscaping and/or other means) for all required noise attenuation walls, proposed fencing to a minimum height of 1.8 m along the property boundary between said noise attenuation walls, proposed fencing adjacent to the TTC/SRT Rail tracks satisfactory to TTC, and the locations and screening provisions for all natural gas meters.
64. The Owner agrees to create a minimum 6.0 m wide easement in favour of Block 1 over the eastern portion of the commercial Block 3, extending from Street 'A' to the south property line, for the purpose of enabling resident, visitor and usual associated vehicular access thereon between Street 'A' and a rear private lane serving Block 1 to the satisfaction of the Chief Planner and Executive Director.
65. The Owner agrees through future condominium application(s) to establish a reserve fund, for the benefit of the future common elements condominium on Block 1, to contribute to on-going maintenance of all required noise attenuation walls and fencing adjacent to the adjacent TTC/SRT Rail tracks by the condominium corporation, to the satisfaction of the Chief Planner and Executive Director.
66. Prior to the registration of the plan of subdivision, the Owner agrees to make satisfactory arrangements, financial and otherwise (including providing easements), with a natural gas provider for the installation and delivery of gas services to the plan of subdivision, to the satisfaction of Enbridge Gas Distribution or such other gas provider.
67. The Owner agrees to contact Enbridge Gas Distribution's Customer Connections department by emailing **SalesArea10@enbridge.com** for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and /or soil trenches) and/or asphalt paving.
68. The Owner agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
69. In the event that easement(s) are required to service this development, the Owner agrees to provide the easement(s) to Enbridge Gas Distribution at no cost.
70. In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. (For more details contact SalesArea10@enbridge.com).

71. The Owner agrees to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations to the satisfaction of Enbridge Gas Distribution, prior to the installation of the gas piping.
72. The Owner agrees to include in all residential purchase and sale agreements a statement that advises that mail delivery by Canada Post will be from a designated Community Mailbox, and to be responsible for notifying the purchaser of the exact community Mailbox locations prior to the closing of any unit sale.
73. Prior to the registration of the plan of subdivision, the Owner shall make satisfactory arrangements with Canada Post concerning community mail boxes and provide a plan to the City showing the location of all proposed community mailboxes, associated garbage containers and landscaping within the area of the community mailboxes. The plan shall be to the satisfaction of the Chief Planner and Executive Director, the Executive Director of Engineering and Construction Services, and the General Manager of Parks, Forestry and Recreation.
74. The Owner agrees to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations and the following requirements on all appropriate servicing plans for the development:
 - (a) An appropriately sized sidewalk section (concrete pad) to place the community Mailbox on;
 - (b) Any required walkway access across the boulevard; and
 - (c) Any required curb depressions for wheelchair access.
75. The Owner agrees to determine and provide a suitable temporary Community mailbox location(s) which may, until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations, be utilized by Canada Post to provide mail delivery to the new homes as soon as they are occupied.
76. The Owner agrees to grant to Bell Canada any easements that may be required for telecommunications services subject to final servicing decisions. In the event of any conflicts with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
77. The Owner agrees to provide one or more conduits of sufficient size from each unit to rooms in which telecommunications facilities are situated, and one or more conduits from the room(s) in which telecommunications facilities are located to the street line.
78. Prior to the registration of the plan of subdivision, the Owner shall submit a revised Transportation Impact Study to the satisfaction of Director, Transportation Services.