

CC7.5 - Confidential Attachment 1 - Appendix 2: Conditions of Draft Plan of  
Subdivision Approval  
**Made public on June 16, 2015**

OMB File No. \_\_\_\_\_

City File No. \_\_\_\_\_

**PROPOSED DRAFT PLAN OF SUBDIVISION CONDITIONS FOR 1555  
MIDLAND AVENUE**

Standard Conditions:

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 of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to section 40 of the assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the Owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
3. The Official Plan land use designations and zoning implementing the Official Plan are in full force and effect.
4. If the subdivision is not registered within 5 years of the date of draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.
5. The Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of PG32.3 of the Planning and Growth Committee.

Engineering & Construction Services:

6. The Owner shall enter into an agreement to work within the City's right-of-way and provide the necessary securities for the required external works.
7. The Owner shall dedicate all roads, corner roundings, road widenings, walkways and parkland shown on the plan.
8. The Owner shall 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.

9. 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).
10. The Owner shall design and construct all proposed public roads/streets/lanes as fully serviced municipal roads/lanes in accordance with the City of Toronto designs and specifications to the satisfaction of Engineering and Construction Services.
11. The Owner shall replace the existing sidewalk with a new 1.7 metre wide concrete municipal sidewalk along the entire Midland Avenue frontage of the site to the satisfaction of Engineering and Construction Services.
12. The Owner shall apply stormwater management techniques in the development of this subdivision to the satisfaction of Engineering and Construction Services.
13. The Owner shall pay all costs for registration and preparation of reference plan(s).
14. The Owner shall pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
15. The Owner shall submit financial security in accordance with the terms of the standard subdivision agreement.
16. 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 with the Ontario Co-ordinate System (3 degrees MTM, Zone 10, NAD 83 CSRS);
  - 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.
17. The Owner is responsible for all costs associated with the installation/alterations of municipal street signage/pavement markings required by this plan of subdivision to the satisfaction of the Executive Director of Engineering and Construction Services.
18. The Owner is responsible for all costs associated with the removal of all existing

accesses, curb cuts, traffic control sign(s), etc. along the development site frontage that are no longer required and reinstate the boulevard within the right-of-way, in accordance with City standards and to the satisfaction of the Executive Director of Engineering and Construction Services.

19. The Owner shall agree that all lot layouts shall create street frontages such that no driveway entrance shall overlap with the adjacent driveway approach within the boulevard. All driveway entrances shall be constructed (minimum width of 3 metres) to the satisfaction of the Executive Director of Engineering and Construction Services.
20. The Owner shall agree that residential driveways must be designed in accordance with the attached Ontario Provincial Standard Drawing number OPSD-351.010.
21. The Owner shall agree that a minimum clearance of 1 metre must be provided and maintained from any utility fixture(s) in public road allowance. If this is not possible, such fixtures must be relocated at the owner's expense. The reinstatement of any existing curb cuts/utilities is to be completed at the owner's expense.

Parkland:

22. Prior to the registration of the draft plan of subdivision, the Owner will convey the parkland (Block 25) 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.
23. 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.
24. The Owner shall pay for the costs of such dedication and the preparation and registration of all relevant documents.
25. 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.
26. 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*

27. 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 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. Engineering and Construction Services shall advise the General Manager of Parks, Forestry and Recreation of the findings of the environmental review.

*Temporary Fencing*

28. 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*

29. 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 millimetre 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.

30. 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, and any required walkway or fencing equal to 120% of the value of the base park

improvements and fencing to the satisfaction of the General Manager of Parks, Forestry and Recreation.

31. The timing of the conveyance of the park in both base park and above base park condition will need to be negotiated prior to the registration of the draft plan of subdivision and to the satisfaction of the General Manager of Parks, Forestry and Recreation.
32. 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.
33. 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*

34. Prior to the registration of the 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*

35. Prior to the registration of the 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*

36. Should the Owner and City agree, and conditional on approval from the City Finance Department on the use of the Park and Recreation Component of the Development Charges, the design and construction of the above base park improvements will be completed by the Owner, subject to the approval of the General Manager of Parks, Forestry & Recreation. The above base park improvements will be equivalent to the Parks and Recreation component of the development charges applicable to market housing. The applicant will submit a letter of credit equal to 120% of the value of the Parks and Recreation component of the Development Charges for each phase of residential development.

37. 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.
38. 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*

39. Prior to registration of the plan of subdivision the timing for completion of the park block will be determined.

#### *Certification of Parkland Completion*

40. 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*

41. 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*

42. All plans, budgets, Development Charge credits, 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 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.

Fencing:

43. Prior to the registration of the plan of subdivision, the Owner shall submit a detailed fencing plan to the satisfaction of the Chief Planner and Executive Director, City Planning.
44. The Owner shall construct a 1.8 metre high, board on board timber fence as detailed in the accepted fencing plan.
45. 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 replacement and installation of any required fencing equal to 120% of the value of the fencing to the satisfaction of the Chief Planner and Executive Director, City Planning.

Noise and Vibration:

46. Carry out/implement, and bear all costs associated with, the recommended Noise Mitigation Measures in accordance with the Noise Mitigation Measures Report required by the Chief Planner and Executive Director, City Planning.
47. Prior to the registration of the plan of subdivision, the Owner agrees to illustrate the location of any sound barrier/noise attenuation fences on all tree planting and tree preservation/protection plans and landscape plans, to the satisfaction of the Chief Planner and Executive Director, City Planning.

Warning Clauses – Snow Clearing and Parking:

48. The Owner agrees to include the following warning clauses in all agreements of purchase and sale and/or lease agreements and registered on title to the satisfaction of the City Solicitor:

“Purchasers are advised that where sidewalks are located adjacent to the curbs or where the right-of-way width is less than 18.5 metres, sidewalk snow clearing and driveway windrow clearing will not be carried out 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.”

49. 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.

City-Owned Street Trees:

50. 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 & Recreation.
51. 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 the General Manager of Parks, Forestry & Recreation and the Executive Director of Engineering and Construction Services.
52. 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 the General Manager of Parks, Forestry & Recreation and will be distributed to all homeowners for all dwellings within the Subdivision.
53. 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 & Recreation.
54. 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.”
55. 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.

56. 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 & 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 & 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.
57. Following the planting of street trees, the Owner agrees to provide 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 references (i.e., distances in metres from the curb, sidewalk, driveway, utility pole or pedestal).

Privately-Owned Trees:

58. Prior to the registration of the plan of subdivision, the Owner agrees to submit an Arborist Report, Tree Preservation Plan and Tree Replacement Plan to the satisfaction of the General Manager of Parks, Forestry & Recreation.
59. Prior to any site works, the Owner agrees to protect all existing trees associated with the development for which approval to remove or injure has not been granted in accordance with the approved Arborist Report and Tree Preservation Plan to the satisfaction of the General Manager of Parks, Forestry & Recreation.
60. Prior to any site works, the Owner shall agree in the subdivision agreement to install tree protection barriers and signage in accordance with the approved Arborist Report and Tree Preservation Plan to the satisfaction of the General Manager of Parks, Forestry & Recreation, and to maintain barriers in good repair until removal has been authorized by the General Manager of Parks, Forestry & Recreation.
61. Prior to any site works, the Owner agrees to notify all builders, contractors and agents of all tree protection requirements where any part of the development will be carried out by them on behalf of the Owner to the satisfaction of the General Manager of Parks, Forestry & Recreation.
62. Prior to the release of tree removal permits, the Owner agrees to submit an application and pay the required application fees, and to provide 70 millimetre

diameter caliper replacement trees for the removal of trees that are subject to the City's Private Tree By-law and associated regulations in effect on the date of Draft Approval of the Plan of Subdivision. The ratio of replacement trees will be determined by Urban Forestry. Replacement trees will be planted on site in accordance with Urban Forestry requirements, or if no suitable location on site can be provided, the Owner may submit cash-in-lieu of planting, all to the satisfaction of the General Manager of Parks, Forestry & Recreation.

63. The Owner acknowledges and agrees that once all site works are complete, including sodding, planting will be implemented and completed in accordance with the approved replacement planting plan, to the satisfaction of the General Manager of Parks, Forestry & Recreation.
64. The Owner shall agree in the subdivision agreement, to the satisfaction of the General Manager of Parks, Forestry & Recreation, to contact Urban Forestry Services 48 hours prior to the planting of trees on private property or within common areas, and further agrees to plant the trees in accordance with the approved planting plans.

Archaeology:

65. In the event that deeply buried archaeological remains are encountered on the property during construction activities, the Heritage Operations Unit of the Ministry of Tourism, Culture and Sport, must be notified immediately at 416-314-7146 as well as the City of Toronto, Heritage Preservation Services Unit 416-338-1096.
66. In the event that human remains are encountered during construction, the owner should immediately contact both the Ministry of Tourism, Culture and Sport, and the Registrar or Deputy Registrar of Cemeteries at the Cemeteries Regulation Unit, Ministry of Government Services, 416-326-8393.
67. If any expansions to the boundaries of the subject property are proposed, further archaeological assessment work may be required.

Enbridge:

68. The Owner shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines.
69. The Owner shall provide current City approved road cross-sections showing all utilities in the configuration proposed for all of the street widths within the development. The gas location must be a minimum of 0.6 metres from the street line.

Canada Post:

70. The Owner shall make satisfactory arrangements with Canada Post concerning community mail boxes and provide a plan to the City showing the locations 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.
71. The Owner agrees to include in all offers of purchase and sale a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox. The Owner also agrees to note the locations of all Community Mailboxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
72. The Owner agrees to provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mailbox locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.

Toronto Transit Commission:

73. The owner is responsible for all costs associated with the re-location, removal, storage and reinstallation of the existing transit shelter, connecting sidewalks and passenger loading platform on the Midland Avenue frontage of the property to an alternative location (if required) and must provide 14 days (minimum) notice for the removal of the said shelter. Further information can be obtained through Sam Nasso, Supervisor, Traffic Planning & Right-of-Way Management, City of Toronto, Public Realm Section at (416) 392-1587. The applicant must be advised to contact Linda Fice, Supervisor of Stops Administration, Toronto Transit Commission (416) 393-4475 to determine if the existing transit stop requires relocation.

Schools:

Toronto District School Board

74. The Owner shall enter into an agreement to erect and maintain signs, built to the Toronto Board's specifications and erected prior to the registration or the issuance of any building permit, at points of egress and ingress of the development site, advising that:
  - (a) "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 schools, please call (416) 394-7526."

75. Prior to the registration of the first phase of the plan of subdivision, and for a period of 10 years following registration, the owner agrees in Servicing and/or Development Agreement, or in a separate agreement between the School board and the owner, to include the following warning clauses in all offers of purchase and sale of residential units, that:
- (a) “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.”
  - (b) “Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board’s policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area.”

Toronto Catholic District School Board

76. The Owner shall enter into an agreement to erect and maintain signs, built to the Board’s specifications and erected prior to the registration of the issuance of any building permit, at points of egress and ingress of the development site, advising that:
- (a) “The Toronto Catholic 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.”
77. Prior to the registration of the first phase of the plan of subdivision, and for a period of 10 years following registration, the owner agree in Servicing and/or Development Agreement, or in a separate agreement between the School board and the owner, to include the following warning clauses in all offers of purchase and sale of residential units, that:
- (a) “Despite the best efforts of the Toronto Catholic 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.”
  - (b) “Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto Catholic District School Board in accordance with the Board’s policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area.”

Advisory notes:

*Hydro One:*

- Hydro One Networks Inc. has requested that the following paragraph be included as a note to draft approval:

"An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating **DANGER - Overhead Electrical Wires** in all locations where personnel and construction vehicles might come in close proximity to the conductors."

*Engineering & Construction Services*

- **Solid Waste and Recycling**

The revised requirements can be found on the Solid Waste and Recycling website and to be in accordance with "City of Toronto Requirements for Garbage and Recycling Collection from new Developments and Redevelopments" guidelines, last Revised: November 2006 and with Chapter 844 of the city of Toronto Municipal Code, Waste Collection, Residential Properties. A copy of this document may be downloaded from the City of Toronto website at: [www.toronto.ca/garbage/development.htm](http://www.toronto.ca/garbage/development.htm)

- **Construction Permits**

- (a) Required permits for work within and adjacent to road allowance. The fund for this deposit will be collected by the Building Department as part of the building permit fee.
- (b) Prior to any construction activity, the applicant is required to provide a fee of \$723.93 for the access permit. The applicant is responsible for obtaining the applicable permits/licences and providing securities and must be advised to contact the Right-Of-Way Management Section at (416) 396-7505 regarding the site specific permit/licence requirements and associated securities and obligations.
- (c) Other permits/licenses associated with construction activities (such as hoarding, piling, shoring, etc.) may also be required.

- **Municipal Numbering**

- (a) The applicant is advised to contact Mr. John House, Property Records Supervisor, at 416-392-8338 to obtain or verify new municipal addresses prior to submitting a building permit application. It should be noted that all addressed parcels and structures must have the correct municipal addresses posted.

Please see <http://www.toronto.ca/mapping/numbers/index.htm> for details.

The municipal addresses will be required for the purpose of setting up the water account with the City of Toronto when application is made for the proposed sewer and/or water service connection (as applicable).

- **Street Naming Requirements**

- (a) The applicant is advised to contact Mr. Kerry Ferguson, Titles and Status Supervisor, at 416-392-7757 to initiate the street naming process. The applicant will be required to follow the City of Toronto's Street Naming Policy which can be found at: [http://www.toronto.ca/mapping/street\\_naming/index.htm](http://www.toronto.ca/mapping/street_naming/index.htm).

It should be noted that all public streets, private access roads and private walkways should be named in order to facilitate access to the units fronting these streets, roads and walkways.

### Appendix 3: Conditions of Site Plan Approval

Re: **Notice of Approval Conditions**  
**Site Plan Control Application No. 13 189360 ESC 37 SA**  
1555 Midland Avenue  
CON 1 S PT LOT 26  
Ward 37 - Scarborough Centre

The City Planning Division Scarborough District, has completed the review of your proposal for a new secondary school to replace David and Mary Thomson Collegiate Institute and Bendale Business and Technical Institute as outlined in the following plans and drawings:

- (a) Overall Colour Site Plan, Drawing No. L1, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (b) Exterior Elevations, Drawing No. A4.01, prepared by Paul Andrew Stevens and Robert Smyth – Architects, dated June 2013, and revised to April 21, 2014, Revision No. 10.
- (c) Exterior Elevations, Drawing No. A4.02, prepared by Paul Andrew Stevens and Robert Smyth – Architects, dated June 2013, and revised to April 21, 2014, Revision No. 5.
- (d) Layout Plan – Site Plan, Drawing No. L4A, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (e) Layout Plan – Site Plan, Drawing No. L5A, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (f) Layout Plan Concrete Paving, Drawing No. L4B, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (g) Layout Plan Concrete Paving, Drawing No. L5B, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (h) Layout Plan, Drawing No. L6, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (i) Layout Plan, Drawing No. L6, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.

- (j) Layout Plan, Drawing No. L7, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (k) Planting Plan, Drawing No. L10, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (l) Planting Plan, Drawing No. L11, prepared by John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (m) Irrigation Plan, Drawing No. L12A, prepared John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (n) Irrigation Plan, Drawing No. L13A, prepared John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (o) Track and Field Layout Plan, Drawing No. L14, prepared John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (p) Track and Field Drain Irrigation Plan, Drawing No. L15, prepared John George – Landscape Architect, dated June 5, 2013, and revised to March 16, 2014, Revision No. 4.
- (q) Roof Plan, Drawing No. A2.05, prepared by Paul Andrew Stevens and Robert Smyth – Architects, dated June 2013, and revised to October 1, 2013, Revision No. 5.

The issuance of the City’s Notice of Approval Conditions letter does not constitute site plan approval. The Chief Planner’s designate, the Director of Community Planning will be in a position to issue approval of the plans and drawings listed herein and to satisfy applicable law requirements of Section 41(16) of the *Planning Act* and Section 114 of the *City of Toronto Act*, once the owner has satisfied all of the pre-approval conditions set out herein.

It is the owner’s responsibility to work with the respective City divisions to satisfy the pre-approval conditions set out below. Please note that if the pre-approval conditions are not fulfilled within two (2) years of the date of this notice, then this notice is no longer valid and a new submission is required unless a written request for time extension is received and granted by the Chief Planner or his/her designate.

**A. PRE-APPROVAL CONDITIONS**

**LEGAL SERVICES – Stephanie Morrow, Supervisor of Law Clerks, (416) 397-5379**

1. Enter into the City’s standard site plan agreement to and including registration of the site plan agreement on title to the subject lands by the City at the owner’s expense.



**ENGINEERING & CONSTRUCTION SERVICES – Lauren Homuth, Engineer,**  
**(416) 396-7805**

2. Amend the Drawings and/or Studies to address the additional 0.51 ha (1.27 acres) land addition to school site and the following comments and resubmit for the review and acceptance by the Executive Director of Engineering and Construction Services:

- (a) Proposed Signage and Pavement Marking Plan Interim Condition, Drawing No. SN-1, prepared by BA Group, dated November 15, 2013, and revised to February 5, 2014:

The owner must provide pavement marking plans in accordance with the Ontario Traffic Manual, Book-11. The plans must clearly illustrate all signage requirements in accordance with Ontario Traffic Manual, Book-5. Pavement marking and signage plans have been provided for the interim condition, however, a pavement marking and signage plan is also required for the ultimate condition.

- (b) Site Servicing Plan, Drawing No. SS-1, prepared by The Sernas Group Inc. (GHD), dated March 2014, revised to March 18, 2014, Revision No. 4:

- The temporary storm sewer easement is to be revised to 9.0m in width per the R-Plan and should not be noted as "Private",
- The notation on the temporary storm sewer noting it as "Private" should be removed as this will be a City sewer, and
- The works within the easement should be denoted as being done as part of a separate application as are the Brockley Drive works.

- (c) Layout Plan – Site Plan, Drawing No. L4A, prepared by John George, dated March 16, 2014, Revision No. 4, and Layout Plan – Site Plan, Drawing No. L5A, prepared by John George, dated March 16, 2014, Revision No. 4:

The applicant is required to resubmit prior to site plan approval, a revised landscape plan showing locations and dimensions of all existing and proposed development related underground and above ground utility services and structures including all municipal infrastructure within the City Right-of-Way. A minimum clearance of 1 metre must be provided and maintained from any hydro street light/utility poles, fire hydrants or other fixtures and the proposed driveway curb returns. If this is not possible, they must be relocated by the utility company or city, as the case may be, at the applicant's expense.

The surface features from the GHD drawings have been shown on the submitted plans noted above however, the underground servicing is not provided within the site including the Stormtech units. The underground

features must be shown as well to ensure there are no conflicts between the site servicing and the landscape works proposed.

There appears to be potential conflict between at least one light standard and catchbasin within the parking lot; and the HyGrade precast bunker/building is on top of the Stormtech unit.

3. Enter into a Consent Agreement for the construction of the future Brockley Drive and underground municipal servicing, to the satisfaction of the Executive Director of Engineering and Construction Services.
4. Provide any and all costs associated with the enactment of all signage requirements for the interim condition. In this regard, the owner must provide a certified cheque in the amount of \$5,000.00 addressed to the Treasurer of the City of Toronto.

**CITY PLANNING – Perry Korouvenis, Planner, (416) 396-4927**

5. Submit revised drawings showing an enlargement of a minimum of 0.51 ha (1.27 acres) of land to the school site, improved west elevation (facing Midland Avenue), increased landscaping in parking areas, and north-south pedestrian connections from the proposed City child care centre/parkland to the school to the satisfaction of the Director of Community Planning, Scarborough District.
6. Submit a landscape cost estimate for review and if approved submit financial security in the amount of the landscape cost estimate to the Director of Community Planning, Scarborough District in the form of a letter of credit or certified cheque to guarantee the provision of landscape development works as detailed on the approved Landscape Plan.

**URBAN FORESTRY – Christine Oldnall, Urban Forestry Planner, (416) 338-5056**

7. Submit a Tree Planting Security in the amount of \$5,830.00 to ensure the planting and survival of 10 new trees proposed on the City road allowance.
8. Obtain a Tree Removal Permit to remove two (2) privately-owned trees, identified as Trees #97 and 98 on the Demolition Removals and Tree Protection Plan.

**B. POST APPROVAL CONDITIONS**

In addition to the above pre-approval conditions, the following post approval conditions are to be fulfilled by the owner following site plan approval and will be incorporated into a site plan agreement:

1. The proposed development shall be carried out and maintained in accordance with the plans and drawings referred to herein, to the satisfaction of the City of Toronto.

## **ENGINEERING & CONSTRUCTION SERVICES**

2. Facilities to Provide Access to and from the Land
  - (a) Construct and maintain all engineering works in accordance with the design and drawings prepared by the Professional Engineer, Drawing No. \_\_\_\_, prepared by \_\_\_\_, revision \_\_\_\_, and dated \_\_\_\_.
  - (b) Remove all existing accesses, curb cuts, traffic control sign(s), etc. along the development site frontage that are no longer required and reinstate the boulevard within the right-of-way, in accordance with City standards and to the satisfaction of the Executive Director of Engineering and Construction Services.
3. Off-street Vehicular Loading and Parking Facilities and Access/Driveways
  - (a) Site plan agreement requires the Owner to provide and maintain all that is shown on the plans and drawings.
4. Facilities for the Storage of Garbage and Other Waste Material
  - (a) Construct and maintain all facilities necessary to permit bulk lift, uncompacted City collection of solid waste and recyclable materials in accordance with Chapter 844 of the City of Toronto Municipal Code, Waste Collection.
5. Stormwater Management, Grading and Site Servicing
  - (a) Construct and maintain stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report entitled \_\_\_\_, prepared by \_\_\_\_, and dated \_\_\_\_, and Grading Plan, Drawing No. \_\_\_\_, prepared by \_\_\_\_, revision \_\_\_\_, and dated \_\_\_\_.
  - (b) Construct and maintain site servicing indicated on the accepted Site Servicing Drawings No. \_\_\_\_, prepared by \_\_\_\_, and dated \_\_\_\_.
  - (c) Provide certification to the Executive Director of Engineering and Construction Services from the Professional Engineer who designed and supervised the construction, confirming that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading Plans.

- (d) Provide certification to the Executive Director of Engineering and Construction Services from the Professional Engineer who designed and supervised the construction, confirming that the site servicing facilities have been constructed in accordance with the accepted drawings.

### **CITY PLANNING**

6. Site lighting to be constructed such that the angle of illumination does not extend onto the adjacent lands or public streets.
7. The owner acknowledges and agrees that all refuse and recycling operations are to be within wholly enclosed areas and that outdoor storage of refuse and recycling materials is strictly prohibited and that enforcement of these outdoor storage restrictions shall remain the sole responsibility of the owner.
8. All mechanical and other equipment located on the roof must be screened or integrated into the profile of the building, to the satisfaction of the Director of Community Planning, Scarborough District, and any changes to the rooflines as denoted on the drawings shall constitute a change to the site plan, which must have prior written approval of the Director of Community Planning, Scarborough District.

### **URBAN FORESTRY**

9. The owner agrees to install protection hoarding and signage, according to the approved Demolition Removals and Tree Protection Plan, prior to the onset of any construction activities. The protection hoarding is not to be altered or removed without authorization from Urban Forestry until all construction activities have been completed.
10. The owner agrees to notify all builders, contractors and agents of all tree protection requirements where any part of the development will be carried out by them on behalf of the owner.
11. The owner agrees to strictly adhere to the Tree Protection Specifications contained in the approved Demolition Removals and Tree Protection Plan and according to the City of Toronto's Tree Protection Policy and Specifications for Construction Near Trees.
12. Upon completion of construction activities, the owner agrees to notify Christine Oldnall, Planner Urban Forestry, at 416-338-5056 prior to the removal of the protection hoarding the trees to be preserved according to the approved Demolition Removals and Tree Protection Plan, to arrange for an inspection of the site.

13. The Owner agrees to be responsible to plant new trees on the subject lands according to the approved Landscape Plan. Upon the planting of the new trees on the subject lands, the Owner agrees to assume the full ownership of and responsibility for the maintenance and health of the private trees and shall take no action or permit any action that will injure, damage, destroy or prevent the trees from maturing to the point that the trunk of the tree measures 30 centimetres in diameter or more, measured at 1.4 metres above ground level.
14. The owner agrees to arrange for the planting of trees on the City road allowance according to the approved Landscape Plan and to the satisfaction of Urban Forestry. Any proposed revisions to the planting plan must first be approved by Urban Forestry.
15. The owner agrees to notify Christine Oldnall, Planner Urban Forestry, at 416-338-5056 within two weeks of tree planting to arrange for an inspection of the site.
16. The owner agrees to maintain all new tree plantings within the City road allowance in good condition. Trees will be inspected during and prior to the end of the renewable guarantee period. If the trees are in good condition at the end of the renewable guarantee period, the City will assume maintenance and ownership of the trees.
17. The owner agrees to be responsible for the maintenance or replacement of all new tree plantings within the City road allowance. If during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance or require replacement, the owner will be responsible for rectifying the problem as determined by and to the satisfaction of the General Manager of Parks, Forestry & Recreation.

The site plan agreement is being prepared by Legal Services. They will forward it to you directly for your execution and return to the City.

Please find attached advisory comments to assist you with your application.

Attached is a copy of the standard form letter of credit required by the City of Toronto. We have found in the past that the failure of applicants to provide the City with a letter of credit in the proper format has resulted in the City's Finance Division rejecting the letter with a resulting delay in the issuance of building permits. Please ensure that the letter of credit follows the format and content verbatim of the sample letter.

Should you have any questions, please contact Perry Korouyenis, Planner at (416) 396-4927.

Yours truly,

Lorna Day  
Director, Community Planning,  
Scarborough District

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(date)

Attachment: Site Plan Advisory Comments  
Sample Letter of Credit

cc: Toronto District School Board, 140 Borough Drive, Toronto, ON M1P 4N6  
Manager, Plan Examination, Toronto Building (1 set of plans)  
Manager, Engineering and Construction Services (2 sets of plans)  
Supervisor of Law Clerks, Legal Services (1 set of plans)  
Urban Forestry Supervisor, Tree Protection & Plan Review (1 set of plans)

ATTACHMENT: 1

**SITE PLAN ADVISORY COMMENTS**

**The owner is advised that the following approvals and/or permits are required for this development:**

*Engineering & Construction Services:*

**1. Access and Servicing**

The owner is advised that there is currently no municipal right-of-way, storm or sanitary sewers, or watermain servicing the frontage of the proposed site.

**2. Right-of-Way Permits**

The owner must obtain an access permit from Transportation Services prior to construction of this project. Other permits/licences associated with construction activities (such as hoarding, piling, shoring etc.) may also be required. The owner is also required to provide a fee of \$723.93 for the access permit. The owner is responsible for obtaining the applicable permits/licences and providing securities and must be advised to contact Right-of-Way Management Section at (416) 396-7505 regarding the site-specific permit/licence requirements and associated securities and obligations.

In conjunction with the right-of-way permits, the owner shall provide an adequate financial guarantee to ensure the satisfactory completion of all required work in the City's rights-of-ways, excluding service connections, pay engineering and inspection fees (5% of the estimated construction cost of the work) and provide public liability insurance.

**3. Engineering and Construction Services Arrangements for Work within the City's Right of Way**

The owner shall enter into the necessary agreement with Engineering and Construction Services for undertaking works within the City of Toronto's public right-of-way. The owner is required to provide all financial security for all work within the City's right-of-way. The owner is required to pay an engineering review and inspection fee of 5% of the estimated construction cost of the required work.

**4. Site Servicing Connections**

The owner is required to make application to the Toronto Water Services Division, after the site servicing plan is accepted by Engineering and Construction Services and pay for the installation of City service connections from the property line to the City mains. These shall include one water and one sanitary service connection for each freehold residential unit or each single entity development such as a condominium, co-operative or rental property to be held under separate ownership, plus any necessary storm service connections. The owner is

responsible to provide for the installation of the water, sanitary and any necessary storm service connections from the building to the City services at the property line. For further information, please contact District Operations, Toronto Water, Scarborough District at 311 or 416-392-2489.

Servicing on private property requires plumbing approval under the Ontario Building Code, and accordingly, application for the necessary permits should be made to the Building Division.

**5. Encroachments**

Any physical or landscaping features that they propose to introduce in the municipal right-of-way are subject to the requirements of Chapter 743 of the Toronto Municipal Code. Depending on the type of encroachment as specified in Article IV of Chapter 743, it may require an encroachment agreement with the City of Toronto as well as Community Council approval. The owner is responsible for the costs of installing/planting these encroachments, and the encroachment must be maintained at the owner's expense pursuant to Article V of Chapter 743.

**6. Municipal Numbering**

The owner is advised to contact Mr. John House, Property Records Supervisor, at 416-392-8338 to obtain or verify new municipal addresses prior to submitting a building permit application. It should be noted that all addressed parcels and structures must have the correct municipal addresses posted. Please see: <http://www.toronto.ca/mapping/numbers/index.htm> for details.

The municipal addresses will be required for the purpose of setting up the water account with the City of Toronto when application is made for the proposed sewer and or/water service connection (as applicable).

**7. Street Naming Requirements**

The owner is advised to contact Mr. Kerry Ferguson, Titles and Status Supervisor, at 416-392-7757 to initiate the street naming process. The owner will be required to follow the City of Toronto's Street Naming Policy which can be found at: [http://www.toronto.ca/mapping/street\\_naming/index.htm](http://www.toronto.ca/mapping/street_naming/index.htm).

It should be noted that all public streets, private access roads and private walkways should be named in order to facilitate access to the units fronting these streets, roads and walkways.

**8. Construction Management Plan**

A Construction Management Plan is to be received by the Executive Director of Engineering and Construction Services showing the following items:

- a) Dust/mud control on and offsite;
- b) Location of truck loading points, trailer parking;
- c) Location of temporary material storage areas;



- d) Access/truck routing;
- e) Provision of hoarding, temporary fencing & covered walkways;
- f) Location and extent of aerial crane operations;
- g) Parking for construction trades; and
- h) Procedure to deal with vermin and rodents.

**9. Green Roof By-law**

The owner is advised that the Green Roof By-law (By-law No. 583-2009) (Chapter 492 of the City of Toronto Municipal Code) including Article IV the Toronto Green Roof Construction Standard, may be applicable to the proposed development. For further information, please contact Ying Zheng, Toronto Building at 416-396-5033.

**10. Energy Efficiency Office**

The project may be eligible for a financial incentive for energy efficiency through the Energy Efficiency Office's Better Buildings Partnership. For more information, contact the Energy Efficiency Office at 416-392-1500 or see <http://bbptoronto.ca>.

ATTACHMENT: 2

**(PRINTED ON BANK LETTERHEAD)**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Beneficiary: City of Toronto	Issue Date:
---------------------------------	-------------

Letter of Credit Number:                      Credit Amount (Canadian Funds):                      Initial Expiry Date:  
**(12 months following issue date)**

We hereby authorize you, the City of Toronto, to draw on **(Bank name, address and branch)** (the "Bank") for the account of **(customer name and address)**, (the "Customer") up to an aggregate amount of \$\_\_\_\_\_ Canadian Dollars (the "Credit Amount") available on demand up to \_\_\_\_\_ **(date)** (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto, and **(name of customer)**, made in connection with approval of Site Plan Application [list application number] (the "Agreement").

Pursuant to the request of the Customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the Credit Amount on which you may draw in whole or in part at any time and from time to time, subject to the terms herein.

A drawing under this Letter of Credit shall be made by you presenting to the Bank, at the address noted below, a demand in writing authorized by the City Treasurer or delegate.

Partial drawings are permitted.

**Upon receipt of said demand, the Bank shall pay to you the amount stated in the demand, to be payable to you without inquiring whether you have a right as between yourself and the Customer to make such demand, and without recognizing any claim of the Customer or objection by the Customer to payment by the Bank.**

This Letter of Credit will continue up to the Initial Expiry Date but shall be subject to the condition that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless 60 days prior to any such expiration date the Bank notifies you by notice in writing delivered to the City of Toronto at the address noted below by registered mail that it shall not renew this Letter of Credit for any such additional period. Upon receipt by you of such notice, you may draw

hereunder, for the available balance of this Letter of Credit by presenting a written demand together with confirmation that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. The demand must be authorized by the City Treasurer or delegate.

Bank Name: \_\_\_\_\_ Countersigned:\_\_\_\_\_

Address: \_\_\_\_\_ Countersigned:\_\_\_\_\_

**ADDRESS FOR NOTICE**

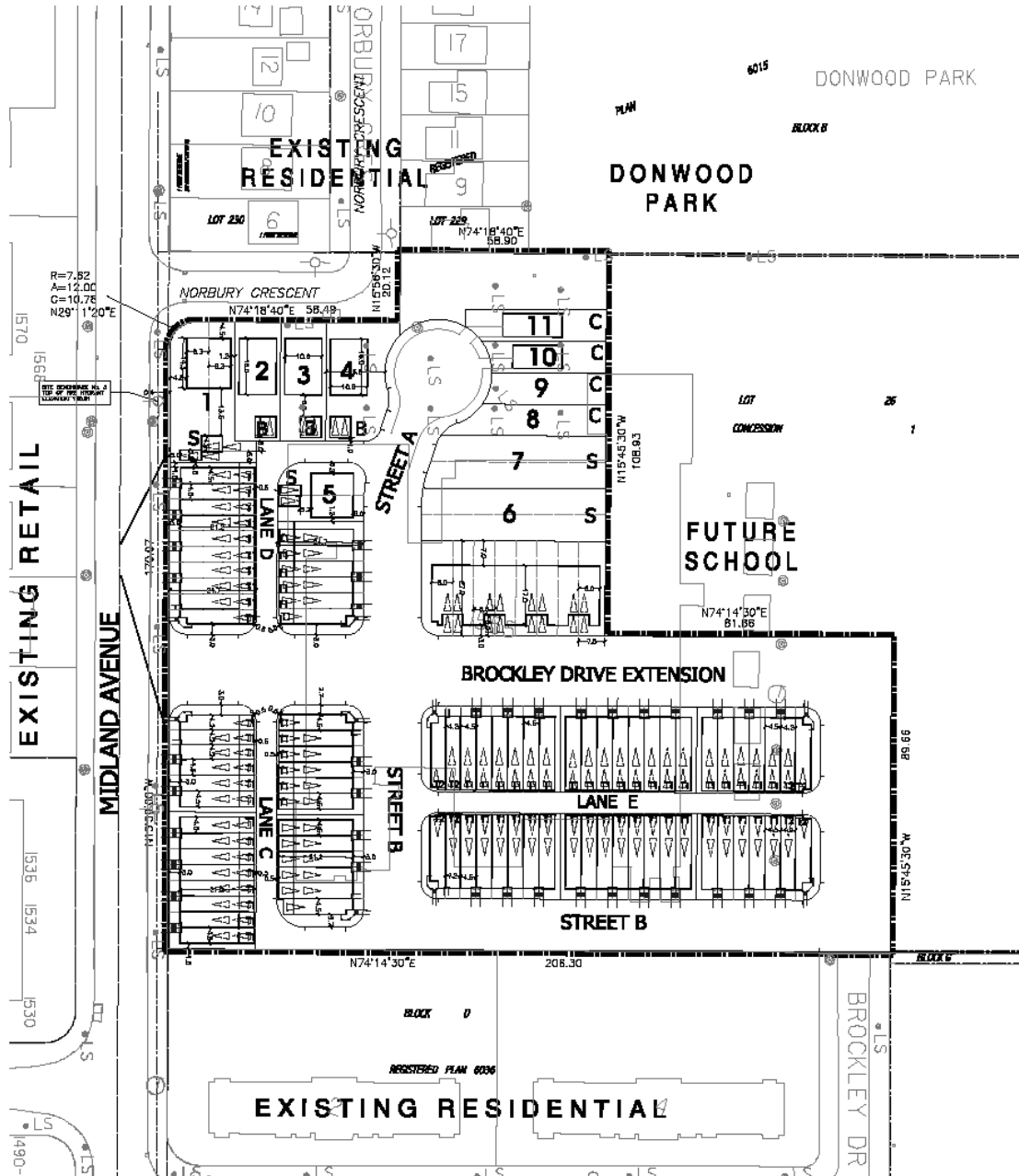
1. NOTICE TO BANK

(bank to insert full address and contact information)

2. NOTICE TO CITY OF TORONTO

City of Toronto  
Corporate Finance Division, Capital Markets  
City Hall, 7<sup>th</sup> Floor, East Tower  
100 Queen Street West  
Toronto, Ontario, M5H 2N2

Appendix 4: Subdivision Plan



Draft Plan of Subdivision

1555 Midland Avenue

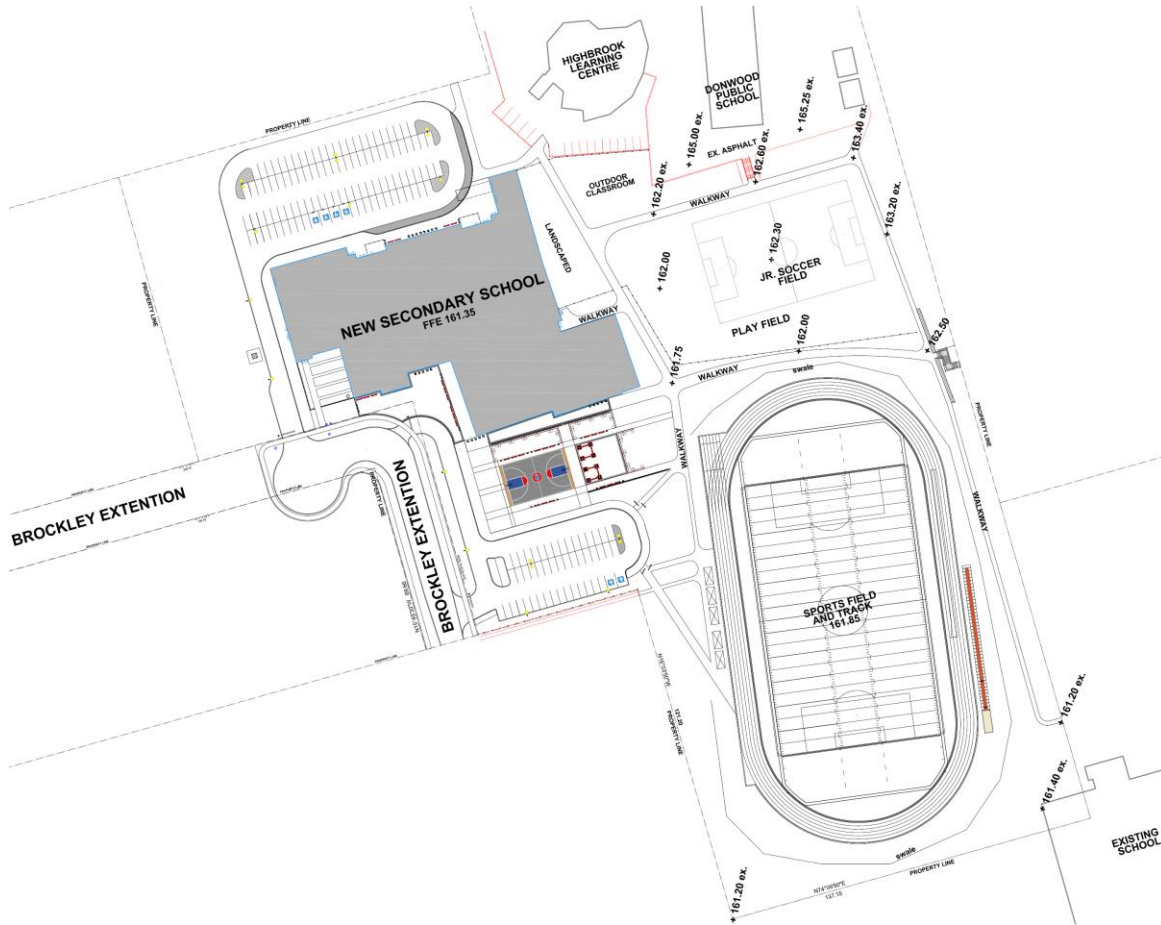
Applicant's Submitted Drawing

Not to Scale  
04/05/14



File # 13 218652 ESC 38 OZ & 13 218659 ESC 38 SB

# Appendix 5: Site Plan



## Appendix 6: Overall Master Plan

