

Parks, Forestry & Recreation
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July 28, 2021

To: Lynda Macdonald, Director, Community Planning, South District
Attention: Patrycja Jankowski and Margherita Cosentino

From: Andrea Bake, Project Manager, Development Unit

Subject: King-Bathurst (Sites B and D) Transit-Oriented Community
647-655 and 662-668 King Street West, 69-76 and 91 Bathurst Street, and
58-60 Stewart Street
Zoning By-law Application
Metrolinx, Infrastructure Ontario
Ward - 10 Spadina-Fort York

In the context of a rapidly growing city, it is imperative to enhance and expand the amount of public parkland provided to residents and visitors alike. The Official Plan contains policies to ensure that Toronto's system of parks and open spaces are maintained, enhanced and expanded.

Application Description

This application is for a potential zoning by-law amendment to facilitate the development of two 25-storey mixed-use buildings on the subject lands totalling 3,600 m², with 1,315 m² of non-residential gross floor area and 37,839 m² of residential gross floor area comprising 422 units. In response to your circulation, which includes the plans prepared by SvN (dated by the Architect 05/21/21), the Development Unit of the Parks, Forestry & Recreation Division advises the following.

Applicability of Parkland Dedication

At the alternative rate of 0.4 hectares per 300 units specified in [Chapter 415, Article III of the Toronto Municipal Code](#), the parkland dedication requirement is 5,627 m² or 156% of the site area. However, for sites that are less than 1 hectare in size, a cap of 10% of the development site is applied to the residential use while the non-residential use is subject to a 2% parkland dedication. In total, the parkland dedication requirement is 350 m².

The Owner is required to satisfy the parkland dedication requirement through an on-site dedication. The above-noted parkland dedication shall be combined with the 230 m² parkland dedication required for the nearby Queen-Spadina Transit-Oriented Community, for a total dedication area of 580 m². The park is to be located on the subject lands and comply with Policy 3.2.3.8 of the Toronto Official Plan.

Proposal for Dedication of Parkland

Both sites are located in an area where there is currently a low provision of parkland. Therefore, the applicant is required to satisfy the parkland requirement through an on-site dedication.

The applicant may instead choose to satisfy the parkland dedication through acquiring off-site parkland that will contribute positively to existing parks within 500 m of the applicant's site. The size and location of the parkland would be subject to the approval of the General Manager, Parks, Forestry and Recreation and would be subject to this Department's conditions for conveyance of parkland prior to the issuance of the first above grade building permit. The preferred location for a combined parkland dedication is adjacent to the existing Victoria Memorial Square Park.

Surrounding Area Parks

The City of Toronto [Parkland Strategy](#) is a 20-year strategic city-wide plan that guides long-term planning for new parks, park expansions and improvements, and improved access to existing parks. The Strategy includes a new methodology to measure and assess parkland provision, using the baseline of residential population against the area of parkland available across the city. According to the Strategy's methodology, the development site is currently in an area with 0 - 4 m² of parkland per person, which is well below the city-wide average provision of 28 m² of parkland per person in 2016. The development site is also within an Areas of Parkland Need per Figure 18 of the Parkland Strategy, which highlights areas where the city will focus and prioritize parks planning and acquisitions. Given the future expected growth both on the development site itself and surrounding sites, a parkland deficit will be generated if no new parks are created. This anticipated parkland deficit must be addressed through the creation of a new park to serve the future population.

Community Benefits

The City of Toronto Parks and Recreation Facilities Master Plan 2019-2038 (FMP) was adopted by council on November 9, 2017. It is a 20-year strategy to improve Parks and Recreation facilities across the City and to address gaps in service levels. As this development was not anticipated in the pipeline data used for the FMP, this division has reviewed its associated population projections. As such, PFR requests a cash contribution toward the following amenities in Ward 10 to meet gaps in the service levels: splash pad, sport field, sport court, and future Community Recreation Centre.

Conditions of Parkland Conveyance

If this application is approved, the following conditions of approval are recommended to be included:

Recommended Conditions of Approval

Park – Dedication and Obligations

- 1.1 Prior to the issuance of the first Above-Grade Building Permit for the Development, the Owner shall:
 - (a) convey a minimum 580 square metres of the Lands for public parkland purposes, to the satisfaction of General Manager, PFR, pursuant to Section 42 of the *Planning Act*, which shall satisfy the Owner's Statutory Parkland Dedication requirement (the "**Public Park**"),
 - (b) complete the conveyance referred to in Sections 1.1(a) of these Recommended Conditions of Approval free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements; and
 - (c) complete the environmental obligations outlined in these Recommended Conditions of Approval to the satisfaction of General Manager, PFR.
- 1.2 Prior to the issuance of the first Above-Grade Building Permit for the Development, the Owner shall submit cost estimates for the proposed Base Park Improvements and Above Base Park Improvements (the "**Park Improvements**").
- 1.3 Prior to the issuance of the permit that triggers the Development Charges payment, the Owner shall post Financial Security to secure the Park Improvements in the amount of 120% of the value of each of the Base Park Improvements ("**Base Park Improvements Security**") and the Above Base Park Improvements ("**Above Base Park Improvements Security**") to the satisfaction of General Manager, PFR. This Financial Security shall be held for the installation and warranty of the Park Improvements. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with the Base Park Improvements.
- 1.4 The Owner is to pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the Public Park.

Setbacks

- 1.5 Prior to the transfer of the fee simple interest in the Parkland to the City, the Public Park shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the Building Code Act. The Owner must design the Building to achieve Building Code setbacks related to fire separation on their own site on the portions of the Building that abut the Parkland. Prior to the issuance of the first Above Grade Building Permit, the Owner will be required to demonstrate adequately that the *Building Code* requirements have been achieved, to the satisfaction of General Manager, PFR.

Parkland Conveyance – Environmental Obligations

- 1.6 Prior to conveying the Public Park to the City, the Owner shall:

- (a) submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance;
 - (i) all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with O. Reg. 153/04 insurance requirements or such greater amount specified by the Chief Engineer in consultation with General Manager, PFR;
- (b) pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (approximately 7%), and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Chief Engineer and submit further deposits when requested to cover all costs of retaining a third-party peer reviewer;
- (c) submit, to the satisfaction of the City's peer reviewer, all environmental site assessment reports prepared in accordance with O. Reg 153/04 that describe the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Chief Engineer;
- (d) at the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Chief Engineer for peer review and concurrence, which states:
 - (i) In the opinion of the Qualified Person:
 - (A) it is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - (B) to the extent that the opinion in Section 1.6(d)(i)(A) of these Recommended Conditions of Approval is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - (ii) Land to be conveyed to the City meets either:
 - (A) the applicable Ministry of the Environment, Conservation and Parks, including its successors and predecessors, Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9; subject

to applicable exemptions as stated in O. Reg 153/04) for the most environmentally sensitive adjacent land use; or

- (B) the Property Specific Standards as approved by the Ministry of the Environment, Conservation and Parks, including its successors and predecessors for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- (e) the Qualified Person's statement, referenced in Section 1.6(d) of these Recommended Conditions of Approval, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with O. Reg. 153/04, insurance requirements or such greater amount specified by the Chief Engineer.
- (f) For conveyance of lands requiring a Record of Site Condition ("**RSC**"):
 - (i) file the RSC on the Ontario Environmental Site Registry; and
 - (ii) submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, to the Chief Engineer and to General Manager, PFR.

Park Design and Construction

Temporary Fencing

- 1.7 Prior to conveyance of the Public Park, the Owner shall be responsible for the installation and maintenance of temporary fencing around the Public Park and after the conveyance of the Public Park, and until such time as the Final Public Park is completed to the satisfaction of the General Manager, PFR, the Owner shall continue to maintain the temporary fencing on the Public Park. This section shall be interpreted so as to provide consent to the Owner to erect, maintain and repair the temporary fencing on the Public Park conveyed to the City, in a manner satisfactory to the General Manager, PFR.

Parkland Grading and Drainage

- 1.8 Prior to conveyance of the Public Park, the Owner shall ensure that the grading and drainage of the adjacent development blocks and new public street are

consistent with the grades of the Public Park to the satisfaction of the General Manager, PFR and Chief Engineer.

- 1.9 The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park.
- 1.10 After conveyance of the Public Park, but before the Public Park is accepted by the General Manager, PFR, the Owner shall ensure that the grading and drainage for the Public Park is consistent with the grade of the adjacent lands and the new public street to the satisfaction of the General Manager, PFR and the Chief Engineer.

Base Park Improvements

- 1.11 The Owner, at its expense, will be responsible for base construction and installation of the Public Park. The Base Park Improvements include the following:
 - (a) demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;
 - (b) grading inclusive of 300mm depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with the Ministry of the Environment, Conservation and Parks, including its successors and predecessor's regulations, the required depth profile of the environmental soil / soft cap will be 1.5 m of engineered fill compacted to 95% SPD and certified by the consulting engineer;
 - (i) in the case of a risk-assessed site, all materials brought on site shall comply with the site-specific standards outlined in the Certificate of Property Use and in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and O. Reg 153/04. In the case where no risk assessment of the site was required, all materials brought on site shall comply with Table 3 RPI standards, incorporated by reference into O. Reg 153/04;
 - (c) sodding #1 nursery grade;
 - (d) fencing, where deemed necessary;
 - (e) sanitary and storm service connections with manholes at streetline;
 - (f) water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - (g) street trees along all public road allowances abutting City-owned parkland;

- (h) standard park sign (separate certified cheque required); and
 - (i) all work is to be completed to the satisfaction of the General Manager, PFR.
- (collectively, the “**Base Park Improvements**”)
- 1.12 The Owner agrees that all mechanical elements of the Base Park Improvements referred to in Section 1.11 of these Recommended Conditions of Approval are to be designed and installed so that they function independently and so that the operational controls are accessible other than through private property.
 - 1.13 If any element of the Base Park Improvements are deemed to be unnecessary, the applicant will submit a certified cheque for the equivalent value, to the satisfaction of the General Manager, PFR.
 - 1.14 The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the lands in accordance with Section 1.6 of these Recommended Conditions of Approval and hereof, meet all applicable laws, regulations and guidelines for use in a public park, including Ontario Regulation 153/04, to the satisfaction of the General Manager, PFR.
 - 1.15 The construction of the Base Park Improvements to the Public Park shall be completed prior to the conveyance of the Public Park outlined in Section 1.1, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather) resulting in the late delivery of the park block shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised delivery date for the Public Park.
 - 1.16 Should the Owner undertake Base Park Improvements on the Public Park following conveyance of the Public Park to the City, the Owner shall apply for and obtain the written permission from the General Manager, PFR, prior to conveyance of the Parkland to the City and should the General Manager, PFR grant such permission, the Owner must obtain a Park Access Agreement (“**PAA**”) from the City’s Parks, Forestry, and Recreation’s Planning, Design and Development section. The PAA will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim during any interim use of or work carried out by the Owner, or their agent, on the Public Park.

Escalation of Base Park Improvements Security

- 1.17 After a period of one (1) years from the date of issuance of the first Above-Grade Building Permit for the Development,
 - (a) if the Base Park Improvements have not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Base Park

Improvements Security held by the City by an amount equal to the Construction Price Index for the year previous, and

- (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Base Park Improvements Security held by the City by the amount of the Construction Price Index for the previous year.

Above Base Park Improvements

- 1.18 In addition to the Base Park Improvements, the Owner shall design and construct Above Base Park Improvements for the Public Park beyond the Base Park Improvements (the “**Above Base Park Improvements**”).
- 1.19 The Above Base Park Improvements shall be completed to the satisfaction of the General Manager, PFR prior to one (1) year after the conveyance of the Public Park, unless other timing is otherwise agreed to in writing by the General Manager, PFR.

Credit Against DC's For Above Base Park Improvements

- 1.20 The Owner agrees to design and construct the Above Base Park Improvements to the Public Park, for a Development Charge credit against the Parks and Recreation component of the Development Charges to the satisfaction of the General Manager, PFR. The Development Charge credit shall be in an amount that is the lesser of the cost to the Owner of installing the Above Base Park Improvements, as approved by the General Manager, PFR, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City's Development Charges By-law, as may be amended from time to time.
- 1.21 The Owner agrees that should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the development charge credit described in Section 1.20 of these Recommended Conditions of Approval, the difference shall be paid to the City by certified cheque prior to a reduction of the Financial Security for the Above Base Park Improvement as set out in Section 1.59 of these Recommended Conditions of Approval.

Calculation of Cost of Above Base Park Improvements to Include

- 1.22 The calculation of the cost of the Above Base Park Improvements shall include all the costs of design, consulting, working drawings & specifications, construction labour and materials, general supervision during construction, any required permits & agencies approvals, contract administration, inspection and testing and certification of completions to the satisfaction of the General Manager, PFR.

Calculation of Cost of Above Base Park Improvements Not to Include

- 1.23 The calculation of the cost of the Above Base Park Improvements shall not include the costs below of the Owner:

- (a) all head office, administration and overhead costs;
- (b) the costs of financing the park improvements;
- (c) the costs associated with the provision of any insurance;
- (d) any costs incurred by the Owner or damages paid by the Owner resulting from actions or claims made against the Owner arising in any way from the provision by the Owner of the Park Improvements, including the Owner's control and occupation of the Public Park; and
- (e) the costs of settling the terms of these Recommended Conditions of Approval.

Escalation of Above Base Park Improvements Security

- 1.24 After a period of two (2) years from the date of issuance of the first Above-Grade Building Permit for any Development on the Lands,
- (a) if the Above Base Park Improvements are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Above Base Park Improvements Security held by the City by an amount equal to the Construction Price Index for the year previous, and
 - (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Above Base Park Improvements Security held by the City by the amount of the Construction Price Index for the previous year.

Contract Implementation

Owner to Design and Construct in Consultation

- 1.25 The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of the Park are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the Public Park shall be at the discretion of the General Manager, PFR. The Owner agrees that the park design process will include a minimum of one (1) public consultation meeting and that the consulting Landscape Architect shall actively participate in the public consultation process and other meetings with City Staff, stakeholders, and other agencies as may be required in the context of refining the Park Submission.

Drawings to be Approved

- 1.26 All design and tender drawings as well as construction documents shall be submitted for review and approved by the General Manager, PFR before any agreement is entered into for the construction of the Park Improvements. The

process shall include the submission of interim design and cost estimates for review by the General Manager, PFR at approximately 30%, 60%, 90% and 100% design stages.

- 1.27 Prior to the issuance of the Above-Grade Building Permit for the Development, the Owner is required to submit concept design drawings, specification and landscape plans showing the scope and detail of the work for the Above Base Park Improvements including a context map, site preparation plan, tree preservation or removal plan, landscaping plan, electrical plan, servicing plan, irrigation plan, together with supporting materials and documentation as may be required, for review and approval by the General Manager, PFR (the “**Park Submission**”).
- 1.28 After the submission of the Park Submission, the Owner and the City shall work cooperatively to finalize the Park Submission, and make any amendments thereto, as required (the “**Approved Park Submission**”). At the discretion of the General Manager, PFR, the Approved Park Submission may be less than 100% complete construction drawings accepted no later than six (6) months after the issuance of the first Above-Grade Building Permit for the Development.

Landscape Architect

- 1.29 The Park Improvements shall be designed and their construction and installation shall be supervised by a firm of consulting landscape architects, which is acceptable to the General Manager, PFR, at the Owner’s expense and the consulting Landscape Architect shall be the Owner’s primary contact with the General Manager, PFR regarding the design and construction of the Park Improvements.
- 1.30 The Landscape Architect fee shall be a maximum of a standard amount as determined by the General Manager, PFR based on the Ontario Association of Landscape Architects (OALA) Fee Guide for Landscape Architectural Services 2016.

Stamp

- 1.31 All design drawings shall carry the stamp of a Landscape Architect who is responsible for the designs and shall be signed by said person.
- 1.32 The construction for the Above Base Park Improvements is to be tendered as a discrete package, separate from all other work.
 - (a) The Owner shall, prior to issuance of a tender, provide the General Manager, PFR with:
 - (i) copies of all relevant project documentation including documentation released to proposed contractors or subcontractors in respect of the Park Improvements and the results of responses received;

- (ii) all plans and drawings, to be submitted to any contractor retained by the Owner; and
 - (iii) a description of the proposed products and materials.
- (b) Copies of completed and returned tender bids are to be reviewed by the General Manager, PFR prior to contractor selection, and final contractor selection is to have approval by the General Manager, PFR.

Copy of Hiring Agreement

1.33 The Owner shall file a copy of the hiring agreement or contract between the Owner and the Landscape Architect consulting firm with the General Manager, PFR before any design drawings are approved.

Contents of Hiring Agreement

1.34 The hiring agreement or contract shall include, but not be limited to, design, consultation, preparation of all working drawings and specifications, contract administration, general supervision during construction and certification of all completed work to the satisfaction of the General Manager, PFR.

- (a) the Parties acknowledge that they shall cooperate to ensure that within six months after the Owner receiving any Building Permit, the City will have provided the framework to the Owner for hiring a qualified Landscape Architect consulting firm or team, which framework may include, but not be limited to,
- (b) the skills, qualifications and experience of the qualified consulting firm or consulting team,
- (c) a work program including phases, deliverables, and project meetings,
- (d) the ability to work with a local working group comprised of representatives from the community, the BIA, the Ward Councillor's Office, the Owner, City staff, and any other groups whose participation is required,
- (e) the ration of design fees to the overall budget for the design and construction of the park, and
- (f) design and park planning guidelines and a draft park program.

1.35 The Owner agrees that upon receiving that framework, the Owner shall retain a Landscape Architect consulting firm or team that meets this framework to the satisfaction of the General Manager, PFR.

Result of Tender Bids

- 1.36 If, during the tender/pricing process and prior to entering into a construction contract, based on bids received the Owner determines that the anticipated cost of the Above Base Park Improvements are expected to be significantly less than as estimated in the Approved Park Submission, the Owner shall so advise the City and, in consultation with the General Manager, PFR, may be required to adjust the scope of work for the Park Improvements and modify the construction drawings, as necessary, to the satisfaction of the General Manager, PFR such that anticipated costs more closely reflect the original estimated amount.
- 1.37 If, during the tender/pricing process and prior to entering into a construction contract, based on bids received the Owner determines that anticipated costs of the Above Base Park Improvements are expected to be greater than the Parks and Recreation component of the Development Charges, for which the Owner will receive a credit as contemplated in Section 1.20 of these Recommended Conditions of Approval, the Owner shall so advise the City, and:
- (a) the City may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base Park Improvements based on the Approved Park Submission;
 - (b) the Owner may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the above-base park improvements based on the Approved Park Submission;
 - (c) the City and the Owner may agree to any combination of Sections 1.37(a) and 1.37(b) of these Recommended Conditions of Approval; or
 - (d) if neither the City nor the Owner elect to accept responsibility for additional costs, the Owner shall adjust the scope of work for the Above Base Park Improvements, modify the construction drawings and re-tender the project as applicable, to the satisfaction of the General Manager, PFR so that the anticipated costs will more closely reflect an amount less than the original estimated amount so that the costs to be incurred by the Owner is approximately equal to the credit received by the Owner from the City in relation to the Parks and Recreation component of the Development Charges.

Final contract documents

- 1.38 Prior to finalizing the contract documents following the bid and tender process, the Owner shall ensure that the contract documents are satisfactory to the General Manager, PFR and that the General Manager, PFR has approved the successful contractors.
- 1.39 Prior to the commencement of the construction of the Above Base Park Improvements, the Owner shall file with the General Manager, PFR true copies of

all contracts respecting such construction (including all schedules and drawings) and a list identifying the subcontractors proposed to be engaged and the Owner agrees, all plans and drawings, as submitted to any contractor or sub-contractor retained by the Owner, shall carry the seal of and be signed by the Landscape Architect as being the Approved Park Submission.

Changes to contracts

- 1.40 If the Owner terminates or permits the termination of any agreement pursuant to which a contractor is obliged to carry out and complete the construction of any of the Park Improvements, or amends or alters such agreement or permits it to be amended or altered in such a way that the obligations of such a contractor are reduced or otherwise altered substantially, or engages or permits the engagement of any contractor other than the contractor or contractors named in the agreement or agreements delivered to the General Manager, PFR or any subcontractor other than the subcontractors identified on the approved list, the Owner shall give written notice thereof to the City and the Owner shall obtain the consent of the General Manager, PFR to any such termination, amendment, alteration or hiring, provided nothing herein shall be contrary to the requirements of these Recommended Conditions of Approval.

Owner to advise of commencement

- 1.41 The Owner shall not commence the construction of the Above Base Park Improvements without first having given reasonable prior written notice that it intends to do so to the General Manager, PFR and shall proceed in accordance with the construction schedule included in the Approved Park Submission.

Meetings and Inspection during construction

- 1.42 The General Manager, PFR will be given access to and opportunity to participate in all construction meetings and the Owner will notify the General Manager, PFR of all meetings and any critical or emergency meetings (with a minimum two (2) business days' notice, where feasible, so the City can arrange to attend).
- 1.43 The General Manager, PFR shall be entitled, at any reasonable time, from time to time, without giving prior notice, to enter upon the Lands to inspect the construction of the Park Improvements, including progress and quality of work, and all contracts for the construction of the Park Improvements shall make appropriate provision for the same.

Changes to Contract Terms

- 1.44 The Owner and the City acknowledge and agree that:
- (a) all proposed changes to the construction contract(s), including change orders, are required to be submitted for prior approval to the General Manager, PFR for review in a reasonable prompt and timely manner; and

- (b) the General Manager, PFR reserves the right to have changes removed at the Owner's cost, in the event they are made without the prior approval of General Manager, PFR.

Progress Certificates

- 1.45 If requested by the General Manager, PFR, the Owner shall require the Landscape Architect to provide progress certificates which include details respecting the status of completion, amounts paid and due on construction contracts, amount of holdbacks required under the *Construction Act* or other applicable legislation.

Public Park – Completion and Acceptance

- 1.46 Should the Owner undertake Above Base Park Improvements on the Public Park following conveyance of the Public Park to the City, the Owner must obtain a PAA from the City's Parks, Forestry, and Recreation's Park Supervisor for that Ward. The PAA will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim during any interim use of or work carried out by the Owner on the Public Park.
- 1.47 The construction of Above Base Park Improvements to the Public Park shall be completed in accordance with the timing set out in Section 1.19 of these Recommended Conditions of Approval. Unforeseen delays (e.g. weather) resulting in the late delivery of the Public Park shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised delivery date for the Public Park. Should the Owner enter into an agreement contemplated by Section **Error! Reference source not found.**3 of these Recommended Conditions of Approval, the timing of the Above Base Park Improvements may be delayed at the discretion of the General Manager, PFR. The Owner agrees that the approved delayed Above Base Park Improvements shall be commenced immediately once Section 1.64 of these Recommended Conditions of Approval has been complied with to the satisfaction of the General Manager, PFR.
- 1.48 The Owner shall complete the Park Improvements in accordance with the Approved Park Submission and terms of these Recommended Conditions of Approval to the satisfaction of the General Manager, PFR. Following completion of the Park Improvements the Owner shall contact the General Manager, PFR to initiate inspections by City staff and consideration by the General Manager, PFR of acceptance of the Public Park by the City pursuant to these Recommended Conditions of Approval.
- 1.49 Prior to Park Acceptance by the City, the Owner shall, to the satisfaction of the General Manager, PFR:
 - (a) complete all Park Improvements to the satisfaction of the General Manager, PFR as confirmed through City inspections;

- (b) ensure that all construction work is certified to substantial performance in accordance with the *Construction Act* and the Owner shall forward all documentation for substantial performance and release of holdbacks to the City for review and approval;
- (c) hold back all amounts required to be held back by the *Construction Act* and the Owner shall be responsible for any vacating liens placed on the Public Park as a result of the design, construction and provision of the Park Improvements to the City by the Owner as required by these Recommended Conditions of Approval;
- (d) cause the Landscape Architect to provide the General Manager, PFR with certification as to park completion verifying that the Park Improvements have been completed in accordance with the Approved Park Submission and the date of such completion;
- (e) provide documentation from a qualified environmental engineer certifying that any fill or topsoil brought onto the lands comprising the Public Park met all applicable laws, regulations and guidelines for use in a public park;
- (f) ensure that contractors or suppliers as appropriate, have provided appropriate training to City Staff or have demonstrated the operation and maintenance of any equipment or systems requiring special procedures;
- (g) have satisfied the environmental obligations set out in these Recommended Conditions of Approval; and
- (h) provide any other materials or documents as may be deemed relevant and necessary by the General Manager, PFR.

1.50 The Landscape Architect shall append the following to a Park Completion Certificate to the satisfaction of the General Manager, PFR:

- (a) a description of the Park Improvements and statement as to the date of completion;
- (b) confirmation that the final payment has been issued with respect to the Park Improvements;
- (c) all documentation and certificates relating to the *Construction Act*, confirming that there are no liens registered against the Lands, including the lands comprising the Public Park;
- (d) all requisite compliance letters, certificates, inspection and test results, including environmental compliance contemplated herein;
- (e) all licenses or permits for equipment or systems;

- (f) all owner's and maintenance manuals for any and all equipment, machinery, devices and appurtenances;
- (g) a complete set of as-built drawings in hard copy (two (2) full size bond and one (1) set 11x17 format) and digital format (CD or USB, in the latest version of AutoCAD, and as PDFs) which include but are not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meetings, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals, etc. The files are to be organised in folders, including a file index and submitted;
- (h) certified grading plans
- (i) all warranties, certificates or documents for all equipment, machinery, devices and systems as transferred to the City;
- (j) spare or replacements parts, special tools and other such items as may be provided by the manufacturer;
- (k) a statement as to the actual total cost of the Park Improvements as constructed; and
- (l) such other similar types of information or materials relating to the Park Improvements as may be relevant.

(the "**Park Completion Certificate**")

1.51 Within a reasonable time of receipt of the Park Completion Certificate from the Landscape Architect, the General Manager, PFR shall forward to the Owner and the Landscape Architect either:

- (a) a notice of acceptance of the Park Completion Certificate; or
- (b) a list of deficiencies (the "**Park List of Deficiencies**").

1.52 Upon receipt of a Park List of Deficiencies, the Owner:

- (a) shall promptly remedy any defects or deficiencies contained therein; and
- (b) upon completion, cause the Landscape Architect to issue a replacement Park Completion Certificate and accompanying materials as applicable.

1.53 Upon receipt of a replacement Park Completion Certificate from the Landscape Architect pursuant to Section 1.50 of these Recommended Conditions of Approval, the General Manager, PFR shall, if satisfied, issue a notice of acceptance (the "**Park Notice of Acceptance**") and the replacement Park Completion Certificate shall be deemed to be the approved Park Completion Certificate.

- 1.54 The Owner acknowledges and agrees that all documentation comprising any description of the Park Improvements, along with all drawings, correspondence, documentation and information provided to the City by the Landscape Architect and/or contractor in connection with, or arising out of the construction of the Park Improvements, once received by the City:
- (a) shall become the property of the City; and
 - (b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.56, as amended, and may be released.

Public Park – Construction Act Matters

- 1.55 If any lien is claimed pursuant to the *Construction Act*, for the supply of services or material in connection with the said work, the Owner shall be considered to be in default unless all such liens are discharged or vacated within twenty (20) days of the Owner becoming aware of such lien, including, without limitation, service of a statement of claim or notification by the City of any claim, and if the Owner does not discharge or vacate such liens, the City may, in its absolute discretion, use the Financial Security deposited by the Owner for the Park Improvements to pay into court any amounts required to vacate all liens plus costs of such lien or liens, if not paid forthwith after a written demand by the City to the Owner. Further, the Owner shall indemnify the City against any claims, actions or demands in connection with the said work and all costs reasonably incurred by the City as a result of such claims, actions or demands.

20% for two years

- 1.56 On receipt of the Park Completion Certificate acceptable to the General Manager, PFR, the City shall reduce both the Base Park Improvements Security and the Above Base Park Improvements Security held pursuant to this Section, retaining an amount equivalent to twenty percent (20%) of the original amount of the Base Park Improvements Security and Above Base Park Improvements Security to guarantee quality of work and materials for two (2) years.

Two year Park Improvements Warranty

- 1.57 The Owner shall correct or cause to be corrected at its own expense and to the satisfaction of the General Manager, PFR any defects or deficiencies, that are not the result of lack of maintenance or improper maintenance by the City, in any portion of the Park Improvements appearing within a period of two (2) years after the Park Completion Certificate has been given together with any damage to any other portions of the Park Improvements resulting from any such corrections (**“Park Guarantee Period”**).

City may correct work

- 1.58 If the General Manager, PFR deems at any time during such Park Guarantee Period that any of Park Improvements are defective or unsuitable the General Manager, PFR may, following thirty (30) days' notice having been provided to the Owner in writing giving the Owner an opportunity to remedy, draw on the Financial Security, and apply such monies to pay for part or all of the costs to correct such deficiencies or to do such maintenance, including the City's management fee equal to twenty percent (20%) of the total cost of the required work. It is understood that the cost of workers employed to do such work, whether or not such workers are normally employed by the City, may be paid for by drawing on the Public Park.

Final Public Park Acceptance Certificate

- 1.59 Not later than thirty (30) days prior to expiry of the Park Guarantee Period for the Park Improvements, the Owner shall arrange with the General Manager, PFR for a final inspection of that portion of the Park Improvements and shall deliver a final acceptance certificate from the Landscape Architect in a form satisfactory to the General Manager, PFR certifying there are no defects or deficiencies in such Park Improvements referred to therein and upon receipt of such Final Park Acceptance Certificate and provided that the General Manager, PFR is satisfied that there are no outstanding defects or deficiencies, the General Manager, PFR shall so advise the Owner in writing and the Park Guarantee Period shall expire for such Park Improvements upon the expiry of the Park Guarantee Period at which time the Public Park is fully assumed by the City and the Base Park Improvement Security and the Above base Park Improvement Security are fully refunded to the Owner.

Warranty extended until final inspection

- 1.60 If the Owner fails to arrange the final inspection of any Park Improvements with the General Manager, PFR within the time frame provided for in this Section, the Park Guarantee Period and Owner's warranty respecting such Park Improvements shall be deemed to be extended until the date of such final inspection, certificate delivery and acceptance thereof.

General Manager, PFR may implement Park Improvements

- 1.61 Notwithstanding any other provision of these Recommended Conditions of Approval, if at any time the General Manager, PFR in his or her sole discretion is dissatisfied with the progress of the Owner in implementing the park improvement process, the General Manager, PFR may, following thirty (30) days notice having been provided to the Owner in writing giving the Owner an opportunity to address the concerns of the General Manager, PFR, in its unfettered discretion draw on the Financial Security and apply such monies to pay for part or all of the costs to complete the implementation of the park improvement process, including the City's management fee equal to twenty percent (20%) of the total cost of the required work. It is understood that the cost of workers employed to do such work, whether or not such workers are normally employed by the City, may be paid for by drawing on the Financial Security.

Park Improvement documentation to belong to the City

- 1.62 The Owner acknowledges and agrees that all documentation comprising any description of the Park Improvements, along with all drawings, correspondence, documentation and information provided to the City by the Landscape Architect and/or contractor in connection with, or arising out of the construction of the Park Improvements, once received by the City,
- (a) shall become the property of the City,
 - (b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.56, as amended, and may be released.

Parkland Occupation - Construction Staging

- 1.63 The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Public Park is prohibited unless an agreement, other than a PAA, has been obtained from the Manager of Business Services. The City will work in good faith with the Owner to enter into an agreement permitting the stockpiling of any soils or materials or use of the conveyed Public Park as an interim construction staging area and, if approved, such agreement will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the Public Park. Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
- 1.64 The Owner will be required to provide an environmental assessment report, prepared by a Qualified Person, at the end of the permitted occupation to verify that the Public Park continue to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes. If deemed necessary, the Owner may be required to provide a RSC after the staging period. The Owner will be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum and for another RSC if required. The construction of the Public Park shall recommence only after the verification that the Public Park continues to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes.

Parkland Conveyance – Tie Back Encumbrances

- 1.65 The Parkland required to be conveyed to the City in Section 1.1 may contain encumbrances in the form of de-stressed tie-backs (the "**Tie-Back Encumbrances**"), where such encumbrances are to the satisfaction of the General Manager, PFR, and are subject to compensation to be paid by the Owner to the City, with such payment being made at the time the Parkland is conveyed, all to the satisfaction of the General Manager, PFR and Executive Director, CREM.

- 1.66 Prior to issuance of the first Building Permit for the Development, the Owner shall provide drawings showing the number and location of the Tie-Back Encumbrances, and the plane area of such Tie-Back Encumbrances, all to the satisfaction of the General Manager, PFR.
- 1.67 The Owner acknowledges that, prior to the transfer of any parkland that includes Tie-Back Encumbrances permitted by the General Manager, PFR, the Tie-Back Encumbrances must be de-stressed and no longer provide physical support to any element or part of the building or structure located on the Lands. For further clarity, the Owner shall be required to undertake all works to de-stress the permitted Tie-Back Encumbrances at its sole cost and expense, and shall provide to the General Manager, PFR a letter stamped by a Professional Engineer who is a Practitioner competent in the field of structural engineering certifying that the Tie-Back Encumbrances have been properly destressed and no longer provide any physical support to any element or part of the building or structure located on the Lands, all to the satisfaction of the General Manager, PFR.
- 1.68 Prior to issuance of the first Building Permit for the Development on the Lands, the value of the compensation for any accepted Tie-Back Encumbrances to be paid by the Owner to the City is to be calculated and determined by the Executive Director, CREM and shall be to the satisfaction of the General Manager, PFR and Executive Director, CREM.
- 1.69 The Owner covenants and agrees that such Tie-back Encumbrances shall also be subject to any Indemnification Agreement between the Owner and the City and such Agreement will apply to any of the matters described therein arising from the, or to arise by reasons of the City, de-stressing and removing any and all Tie-Back Encumbrances that remain on the Parkland after conveyance.

Advisory Comments

Pet Amenities

Given the current rise in dog-owning populations, especially within high-density developments, the Owner is expected to provide on-site dog amenities with proper disposal facilities such as dog relief stations within the building to accommodate future residents' needs. This will also help alleviate pressure on existing parks. Please refer to Toronto's [Pet Friendly Design Guidelines and Best Practices for New Multi-Unit Buildings](#).

Urban Forestry

Comments regarding any necessary street tree plantings and requirements under the [Trees Bylaw](#) or the [Ravine and Natural Feature Protection Bylaw](#) will be forwarded directly to your attention by Urban Forestry.

For information regarding parkland dedication requirements, the Owner should contact Drew Graham, Parks Planner at 416-396-7349 or drew.graham@toronto.ca.

Drew Graham

for Andrea Bake

Project Manager, Development Unit

cc: Councillor Cressy - Ward 10
Andrea Bake – Project Manager, Development Unit
Eric Stadnyk – Project Manager, Landscape Architecture Unit
Rosanne Clement, Manger, Development Unit
Tina Fernandes, Senior Project Manager, Transit Unit
Peter White – Manager, Parks