

## ATTACHMENT 6E

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### East Harbour: Conditions of Draft Plan of Subdivision Approval

City File No.: 16 270078 STE 30 SB

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#### DEFINITIONS

**“Amended and Restated Master Section 37 Agreement”** means the agreement between the Owner and the City entered into pursuant Section 37 of the Planning Act (as it read the day before the date Section 1 of Schedule 17 of the COVID-19 Economic Recovery Act, 2020, came into force) and pursuant to the decision of City Council at its meeting on June 26<sup>th</sup>-28<sup>th</sup>, 2024, through item *<to be inserted>*.

**“Buffer Zone”** – An area 4-metres in width measured extending eastward from the easterly boundary of the Flood Protection Landform (Blocks 15 and 25), except the boundaries along Street E, Block 13 and Block 14, that will not be excavated once the East Harbour Flood Protection Landform is completed.

**“Development Agreement for the Lands”** means an agreement between the Owner, the City and his Majesty the King in Right of Ontario as represented by the Minister of Infrastructure entered into or to be entered into pursuant to the decision of City Council at its meeting on June 26<sup>th</sup> – 28<sup>th</sup>, 2024, through item *<to be inserted>*.

**“Flood Protection Features”** means any necessary flood remedial works that together have the effect of removing the Owner’s lands from the regulatory floodplain.

**“Flood Protection Landform”** means that portion of the Flood Protection Landform located on the Owner’s lands.

**“City’s Standard Subdivision Agreement”** means the City’s standard subdivision agreement dated April 29, 2014 and revised 2019.

**“TTC Development Agreement”** means an agreement between the Owner, TTC and the City entered into or to be entered into pursuant to the decision of City Council at its meeting on June 26<sup>th</sup> – 28<sup>th</sup>, 2024, through item <to be inserted> with respect to the Base Transit Right of Way Improvements.

**“Base Transit Right-of-Way Improvements”** means the transit right of way improvements within Broadview as set out in the TTC Development Agreement.

## **1. GENERAL**

- 1.1 The Owner shall provide to the Director of Community Planning, Toronto and East York 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).
- 1.2 The Owner shall submit Area-Wide Architectural Control, Urban Design and Public Realm Guidelines (which, for greater certainty, may be contained in a single Urban Design Guidelines document) prior to Phase 1 registration of the Plan of Subdivision, or the first site plan application approval for the site, whichever is earlier, to the satisfaction of City Planning.
- 1.3 The Owner shall submit a Transportation Impact Study with Transportation Demand Management strategies prior to Phase 1 registration of the Plan of Subdivision, or the first site plan application approval for the site, whichever is earlier, that will include, amongst other things, traffic impact and analysis for the broader Unilever Precinct Secondary Plan Area to the satisfaction of the General Manager, Transportation Services.
- 1.4 The Owner shall agree that all applications for Site Plan Approval on lands within the Plan of Subdivision will be consistent with the road network as reflected in the draft plan of subdivision and the finalized and approved Architectural Control, Urban Design and Public Realm Guidelines, and supported by a Transportation Impact Study with Transportation Demand Management strategies applicable at the time of the Site Plan Application submission, as may be updated from time to time.
- 1.5 The Owner shall construct and maintain the development in accordance with at least Tier 1, Toronto Green Standard, in effect at the time of the Site Plan Application submission, and as may be further amended by City Council from time to time.
- 1.6 The Owner shall obtain all necessary permits and approvals to construct the onsite and offsite infrastructure and Services that the Owner is required to construct for the Plan of Subdivision pursuant to these conditions.
- 1.7 Where the implementation of the Conditions of Draft Plan Approval requires revisions to the Draft Plan of Subdivision, the Owner shall redline the Draft Plan of Subdivision to the satisfaction of City Planning, Engineering and Construction Services, and the City Solicitor, prior to registration of the respective plan.
- 1.8 Unless otherwise identified, the conditions outlined in this document shall apply to each phase of the Plan of Subdivision.

## **Building Permit Issuance**

- 1.9 In accordance with the City's standard Subdivision Agreement, the Owner shall not be entitled to the issuance of any building permits within each phase until the corresponding phase of the plan of subdivision has been registered.
- 1.10 Notwithstanding Condition 1.9 above and in light of section 3(44) of O.Reg 329/22, the Owner may request the issuance of building permits for any building within Phase 1 of the Plan of Subdivision prior to registration of Phase 1 of the Plan of Subdivision, subject to the following conditions:
- (a) The Owner shall obtain Release for Construction of Services for Phase 1 prior to the issuance of any building permits for lands within that Phase; and
  - (b) The Owner shall register Phase 1 of the Plan of Subdivision prior to issuance of the final building permit for any building within the Phase 1 lands.
- 1.11 Notwithstanding Condition 1.9 above, in the event the Minister elects to, through regulation pursuant to Section 47 of the Planning Act, apply section 3(44) of O.Reg 329/22 to Phase 2, the Owner may request the issuance of building permits for any building within Phase 2 of the Plan of Subdivision prior to registration of Phase 2 of the Plan of Subdivision, subject to the following conditions:
- (a) The Owner shall obtain Release for Construction of Services for Phase 2 prior to the issuance of any building permits for lands within Phase 2; and
  - (b) The Owner shall register Phase 2 of the Plan of Subdivision prior to issuance of the final building permit for any building within Phase 2 lands.
- 1.12 Notwithstanding Condition 1.9 above, to facilitate the conveyance of Block 12 (Booth Avenue widening) upon the registration of Phase 3 of the Plan of Subdivision as required by these conditions, the Owner may obtain permits only for excavation and shoring within Block 7 prior to the registration of Phase 3 of the Plan of Subdivision.

## **2. SUBDIVISION AGREEMENTS**

- 2.1 Subject to Condition 2.2 below, prior to the Release for Construction of Services for any phase of the Plan of Subdivision, the Owner shall enter into the City's standard subdivision agreement subject to such modifications to reflect these conditions and the terms of the Pre-Servicing Agreement (the "**Subdivision Agreement**"), pursuant to Section 51(26) of the Planning Act to the satisfaction of City Planning, Engineering and Construction Services, and the City Solicitor. Such agreement will apply to and be registered on all lands within the draft plan of subdivision. Prior to Release for Construction of Services for each phase, the Owner shall enter into any necessary amending or supplemental Subdivision Agreements as may be required to the satisfaction of City Planning, Engineering and Construction Services and the City Solicitor.

- 2.2 Notwithstanding Condition 2.1, the Owner may proceed with Release for Construction of Services for Phase 1 prior to the execution of the Subdivision Agreement where the Owner has entered into an agreement pursuant to Section 51(26) of the Planning Act securing the obligations to construct the Phase 1 Services, the process to obtain Release for Construction of Services, and the obligation to enter into the Subdivision Agreement (the “**Pre-Servicing Agreement**”). Where the Owner has entered into the Pre-Servicing Agreement, the Owner shall enter into the Subdivision Agreement, prior to registration of any phase of the Plan of Subdivision.
- 2.3 Approval of the Plan of Subdivision shall lapse and must be resubmitted to the City of Toronto for approval if:
- (a) Phase 1 of the Plan of Subdivision is not registered within 10 years from the date of Draft Plan Approval;
  - (b) Phase 2 of the Plan of Subdivision is not registered within 10 years from the date of Draft Plan Approval;
  - (c) Phase 3 of the Plan of Subdivision is not registered within 15 years from the draft of Draft Plan Approval; and
  - (d) Phase 4 of the Plan of Subdivision is not registered within 15 years from the Draft Plan Approval.
- 2.4 The Owner may submit an extension request for consideration to the City prior to the expiry date of the Plan of Subdivision or as otherwise permitted under the *Planning Act*.

### **3. PLAN OF SUBDIVISION PHASING**

- 3.1 Plan of Subdivision registration may occur in phases, generally as depicted in Schedule ● attached. Phases may be registered concurrently and any proposed changes to the phasing plan will be to the satisfaction of City Planning.
- 3.2 The Owner shall submit phase-specific implementing guidelines to supplement the Architectural Control, Urban Design and Public Realm Guidelines, and a Transportation Impact Study with Transportation Demand Management Strategies as noted in Condition 1.3 prior to the earlier of registration of each phase of the Plan of Subdivision or the submission of the first Site Plan Application in that phase, to the satisfaction of City Planning.
- 3.3 Prior to the earlier of Release for Construction of Services for each phase or registration of each phase of the Plan of Subdivision, the Owner shall:
- (a) submit streetscape drawings and cross sections showing street tree planting, soil volume, landscaping and boulevard materials to the satisfaction of City Planning, Parks Forestry & Recreation, and Engineering and Construction Services;

- (b) provide to the satisfaction of Engineering and Construction Services, in consultation with Urban Forestry, Transportation Services and City Planning, detailed drawings that illustrate the implementation of Green Infrastructure (“GI”) standards for the infrastructure in the subject phase, in accordance with the City’s construction specifications and drawings for GI in effect at the time of first submission of the engineering drawings for the subject infrastructure;

3.4 If the Owner implements the risk management measures required by the CPU for that portion of Block 11 outside of the Buffer Zone separately from and following the implementation of the risk management measures required by the CPU for the Buffer Zone, the Owner shall provide confirmation from the Qualified Person prior to conveyance of Block 11 that all of the risk management measures required by the CPU for the Buffer Zone that have been implemented by the Owner are still intact, and that the Buffer Zone meets the requirements of the RSC. The Owner shall be responsible for paying all costs associated with the City retaining a third-party peer reviewer, if necessary, to review the additional documentation provided by the Qualified Person.

**4. INFRASTRUCTURE DELIVERED BY PHASE**

4.1 Unless noted, and as shown in Schedule ● attached, the owner will design and construct the following infrastructure by phase:

- (a) Phase 1A infrastructure will include:
  - (i) the Flood Protection Landform (with restrictive covenant to TRCA);
  - (ii) Broadview Avenue and Services within Broadview Avenue from the northern extent of Street A to the Lake Shore Boulevard East intersection;
  - (iii) Street E and Services within Street E from Don Roadway to Broadview Avenue;
  - (iv) If required to support the planned development, a watermain from Broadview Avenue across Block 1 and 24 and connecting to the existing watermain in Eastern Avenue (with associated easement);
  - (v) the completion of all remediation works, installation of all services, grading to final finished grade, and seeding within that portion of Block 11 (Quad 3 parkland) that is within the Buffer Zone;
  - (vi) Offsite infrastructure to be provided in conjunction with Phase 1A as required by Condition 8.9.

- (b) Phase 1B infrastructure will include:
  - (i) Broadview Avenue and Services within Broadview Avenue from the Owner's northern property boundary to the northern extent of Street A.
- (c) Phase 2 infrastructure will include:
  - (i) the completion of Base Park Improvements on Block 11 (Quad 3 parkland);
  - (ii) Street E median between Street D and Broadview Avenue;
  - (iii) Street D and Services within Street D from Street E to Lake Shore Boulevard East.
- (d) Phase 3 infrastructure will include:
  - (i) Street E and Services within Street E from Broadview Avenue to Booth Avenue;
  - (ii) Street C and Services within Street C from the owner's northern property boundary to Lake Shore Boulevard East;
  - (iii) Base Park Improvements on Block 10 (Quad 4) parkland; and
  - (iv) Booth Avenue widening.
- (e) Phase 4 infrastructure will include:
  - (i) Street A and Services within Street A from Broadview Avenue to Street B; and
  - (ii) Street B and Services within Street B from Street A to Street E.

4.2 All infrastructure and Services required within a phase will be Accepted concurrently, unless otherwise provided for in these conditions or the City's standard subdivision agreement. Each phase of the Plan of Subdivision will be registered in its entirety, unless otherwise provided for in these conditions. Any proposal(s) for a staggered Acceptance of infrastructure and Services or registration of a plan within a phase will be at the discretion of City Planning and Engineering and Construction Services.

4.3 Notwithstanding Condition 4.1 and 4.2, the Owner may construct and obtain Acceptance of Services and Assumption of Services for Phase 1A infrastructure independently of the construction of the Phase 1B infrastructure, and the portion of the Plan referred to as Phase 1A (being Blocks 2, 13, 14, 25 and the portions of Street E and Broadview Avenue within Phase 1A) can be registered independently of the portion of the Plan containing the Phase 1B infrastructure (being that portion of Broadview Avenue within Phase 1B)

subject to the following conditions and to the satisfaction of City Planning, Engineering and Construction Services, and the General Manager, Transportation Services:

- (a) The Owner coordinates the design and grading for Broadview Avenue in Phase 1B with Broadview Avenue in Phase 1A and, in the event that such coordination results in a shift in the exact boundary between Phase 1A and Phase 1B, then the Owner shall submit a redline of the Draft Plan of Subdivision prior to registration of Phase 1A;
  - (b) The Owner demonstrates that interim conditions are feasible, functional and have been accepted by City Planning, Engineering and Construction Services, and the General Manager, Transportation Services prior to Release for Construction of Services for Phase 1A;
  - (c) Broadview Avenue within Phase 1B shall be designed and constructed with coordination of its horizontal alignment, vertical alignment, right-of-way width, and street geometry with the portion of Broadview Avenue to the north under the rail underpass to form a continuous and functional street between Eastern Avenue to Lake Shore Boulevard East;
- 4.4 Notwithstanding Condition 4.1, 4.2 and 4.3, Acceptance of Services of Phase 1B will not occur until Broadview Avenue is complete and functional from Eastern Avenue to Lake Shore Boulevard East.
- 4.5 Notwithstanding Condition 4.1 and 4.2, Phase 2 infrastructure across the Keating Lands may be constructed independently of and subsequent to the construction of the balance of the Phase 2 infrastructure and the registration of Phase 2 of the Plan provided that:
- (a) Prior to Release for Construction of Services for Phase 2, the Owner shall provide a financial security for the cost of completing the infrastructure across the Keating Lands, with such cost to be determined through a cost estimate to the satisfaction of Engineering and Construction Services;
  - (b) The terms in Conditions 8.42 to 8.45 are met; and
  - (c) Acceptance of Services and Assumption of Services of the Phase 2 infrastructure will not occur until Street D is constructed to Lake Shore Blvd East.
- 4.6 Notwithstanding Condition 4.1, 4.2, and 4.5(c) the Phase 2 watermain infrastructure within the subdivision lands and across the Keating Lands may be accepted independently of and prior to the construction and Acceptance of the balance of the Phase 2 infrastructure provided that:
- (a) Condition 4.5 (a) and 4.5 (b) are met;

- (b) The watermain is complete and functional and connected to the City's watermain infrastructure at Street E and Lake Shore Boulevard East;
- (c) Phase 2 of the Plan of Subdivision has been registered;
- (d) All the requirements for Acceptance of Services as set out in the City's standard subdivision agreement have been met with respect to the watermain;
- (e) Acceptance of Services for the balance of the Phase 2 infrastructure will not occur until Street D has been constructed from Street E to Lake Shore Boulevard East;
- (f) All costs for the operation and maintenance of the Phase 2 watermain will be the responsibility of the Owner until the Assumption of Services for Phase 2; and
- (g) Under no circumstances will the Phase 2 watermain infrastructure be assumed independently of the Assumption of Services for Phase 2.

## **5. ZONING**

- 5.1 Prior to Phase 1 Plan of Subdivision registration, the zoning to permit the development proposed by the Plan shall be in full force and effect.

## **6. HERITAGE AND ARCHAEOLOGY**

- 6.1 If deeply buried archaeological remains are encountered on the property during construction activities, the Owner shall immediately notify the Manager, Heritage Preservations Services and the Heritage Operations Unit of the Ministry of Culture as well as the City of Toronto, Heritage Planning.
- 6.2 In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Culture and the Registrar of Cemeteries at the Policy and Consumer Services Division of the Minister of Consumer and Business Services.

## **7. POPS**

- 7.1 Prior to the issuance of site plan Notice of Approval Conditions ("NOAC") for the first building in Block 2, the Owner shall provide a plan for the provision of a privately owned, publicly accessible open space ("Western POPS Plaza") in accordance with O. Reg. 329/22: Zoning Order – City of Toronto Section 46 and the Amended and Restated Section 37 Agreement, to the satisfaction of City Planning.
- 7.2 Prior to final site plan approval for the first building in Block 2, the Owner shall prepare all documents and convey an easement to the City for public access to Western POPS Plaza referenced in Condition 7.1 to the satisfaction of City Planning.

- 7.3 Prior to the issuance of site plan Notice of Approval Conditions (“NOAC”) for the first building on Block 1, the Owner shall provide a plan for the provision of a privately owned, publicly accessible open space (“Eastern POPS Plaza”) in accordance with O. Reg. 329/22: Zoning Order – City of Toronto Section 45 and the Amended and Restated Section 37 Agreement, to the satisfaction of City Planning.
- 7.4 Prior to the final site plan approval for the first building in Block 1, the Owner shall, prepare all documents and convey an easement to the City for public access to the Eastern POPS plaza referenced in Condition 7.3.
- 7.5 The design, construction and conveyance of the Western POPS Plaza and Eastern POPS Plaza will be on such terms as identified in the Amended and Restated Section 37 Agreement.

## **8. ENGINEERING AND CONSTRUCTION SERVICES**

### **General**

- 8.1 The Owner shall convey all easements (internal and external) to the City as required to implement the Services required for the Plan of Subdivision as set out in the approved Functional Servicing Report or as required by these conditions.
- 8.2 Prior to the earlier of Release for Construction of Services or registration of Phase 1 of the Plan of Subdivision, the Owner shall submit to Engineering and Construction Services for review and acceptance a Functional Servicing Report for all phases of the Plan of Subdivision.
- 8.3 The Owner shall pay all costs for preparation and registration of reference plan(s) for any required easements and shall submit them to Engineering and Construction Services and the General Manager of Transportation Services, for review and approval prior to deposit in the Land Registry Office. The plan(s) shall:
- (a) be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System and the 3 degree Modified Transverse Mercator Projection);
  - (b) delineate by separate PARTS the lands to be subject to easements in favour of the City; and,
  - (c) show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.
- 8.4 Further to the requirements of Section 4 – Release for Construction of Services of the City’s Standard Subdivision Agreement, prior to the Release for Construction of Services for each phase, the Owner shall:

- (a) submit to Engineering and Construction Services for review and acceptance an update to the Functional Servicing Report for the subject phase, if necessary to:
  - (i) address proposed changes to the proposed services for the phase; and
  - (ii) address changes to field conditions including updates to the stormwater management strategy, if directed by Engineering and Construction Services, in the event that Engineering and Construction Services determines that field conditions are not suitable for implementation of the servicing and storm water strategy recommended in the Functional Servicing Report;
- (b) submit to Engineering and Construction Services and the General Manager, Transportation Services for review and acceptance, an “Infrastructure Phasing Plan” outlining the necessary infrastructure required to service the subject phase and all remaining phases, including public streets, other municipal infrastructure and public realm improvements and their timing;
- (c) submit a detailed construction schedule outlining the works proposed for that phase in a level of detail satisfactory to Engineering and Construction Services, including but not limited to soil remediation, underground service installation, paving, and streetscaping. Any changes to this schedule are to be submitted to Engineering and Construction Services;
- (d) submit comprehensive Construction Management Plans (CMP) to the satisfaction of the General Manager, Transportation Services for each phase of the Plan of Subdivision, which shall:
  - (i) illustrate the location of employee and trades parking, heavy truck access points, material storage, construction site fencing and overhead cranes;
  - (ii) demonstrate that a Construction Safety Plan has been prepared that meets the requirements in the Ministry of Labour’s Occupational Health and Safety Act and Regulations for Construction (“Green Book”) and outlines how access to the site will be provided for emergency services, city employees, and others; and
  - (iii) not reflect the use of the municipal right-of-way for construction-related purposes without first receiving written authorization;
- (e) provide utility coordination plans for the development and include coordination of above ground and below ground infrastructure including coordination for any subsurface tunnels should they receive acceptance; and

- (f) enter into a discharge agreement and/or permit to discharge groundwater as required by the General Manager, Toronto Water for any short-term construction dewatering that may be required.
- 8.5 If the Owner proposes that the Services for any phase be constructed to an interim condition, through the submission of necessary information and supporting documentation for such phase, a subdivision agreement will secure the terms of delivery of the interim condition and the ultimate condition, and unless otherwise stated, the Owner shall be responsible for completing all Services to the proposed interim condition and the ultimate condition, all to the satisfaction of Engineering and Construction Services.
- 8.6 The Owner shall agree to construct generally in accordance with the accepted “Infrastructure Phasing Plan” listed in Condition 8.4(b) to the satisfaction of Engineering and Construction Services and the General Manager, Transportation Services.
- 8.7 Prior to earlier of Release for Construction of Services for each phase and the registration of each phase of the Plan of Subdivision, the Owner shall submit to Engineering and Construction Services the following materials:
- (a) Written confirmation from Toronto Hydro-Electric System Limited (distribution group) that arrangements have been made to their satisfaction, in consultation with Transportation Services.
  - (b) Written confirmation from Toronto Hydro Energy (streetlight group) that arrangements have been made to their satisfaction, in consultation with Transportation Services.
- 8.8 The Owner shall agree that all services constructed as part of each development phase must connect with the surrounding existing network to form a continuous and functional network, or alternatively, appropriate interim conditions must be provided to the satisfaction of Engineering and Construction Services. Except as otherwise set out in these Conditions, the Acceptance of Services in a given phase will not occur until all roads and services within the phase are complete and functional and the Plan of Subdivision containing such roads and services is registered.

### **Offsite Works**

- 8.9 Prior to the Release for Construction for Phase 1 of the Plan of Subdivision, the Owner shall enter into an agreement for work in the City’s rights-of-way, including the required municipal infrastructure improvements (watermain, sanitary sewers, forcemains, pumping station, storm sewers, storm outfalls, catchbasin disconnects, etc.) along Lake Shore Boulevard East, Logan Avenue, Saulter Street, Commissioners Street, and Eastern Avenue, as well as any required road surface reconstruction. The Owner will be required to provide a financial security in the form of a Letter of Credit in an amount to be

determined, submit engineering and inspection fees in an amount to be determined, and insurance as required in the agreement.

- 8.10 Prior to the earlier of issuance of any building occupancy permits or the registration of a condominium within each phase of the plan, the Owner shall:
- (a) design, construct and shall pay for all off-site municipal infrastructure to be constructed by the owner that is required for the development within the subject phase, as outlined in the approved Functional Servicing Report for the subject phase as noted in Condition 8.4(a) above, in accordance with an agreement with the City, to the satisfaction of Engineering and Construction Services; and
  - (b) confirm that any off-site municipal infrastructure being delivered by others required to service the subject phase of the Plan as outlined in the approved Functional Servicing Report, including but not limited to the watermain north of the subdivision lands, unless the Owner constructs the watermain connection to Eastern Avenue referenced in Condition 4.1(a)(iv), have been constructed to the satisfaction of Engineering and Construction Services.

## **Roads**

### *General*

- 8.11 The Owner shall submit to the Chief Engineer and Executive Director of Engineering and Construction Services and the General Manager of Transportation Services, for review and approval prior to deposit in the Land Registry Office, the draft M-Plan in metric units and integrated into the Ontario Coordinate System with coordinate values shown on the face of the plan, and delineating thereon development blocks and the lands to be conveyed to the City for new public rights of way, rights of way widenings, or for any other purpose, as required by these conditions.
- 8.12 The Owner shall design, construct and pay for all costs associated with the design and construction of new public roads and municipal infrastructure identified within the Plan of Subdivision required for its development as identified in the approved Functional Servicing Report and/or as set out in these conditions including:
- (a) any alterations to the Don Roadway, Booth Avenue and Lake Shore Boulevard East that are required to accommodate new intersections with Broadview Avenue, Street C, Street D, and Street E,
  - (b) any interim conditions including in accordance with Condition 4.3(b), and in respect of Street D if the construction of Street D across the Keating Lands is delayed in accordance with Condition 4.5(a), if necessary,

to the satisfaction of Engineering and Construction Services and the General Manager, Transportation Services. For greater certainty, this obligation does not include any transit infrastructure improvements within Broadview Avenue.

- 8.13 The Owner shall pay for all costs associated with constructing any required new traffic control signals (including timing card/programming costs) within the new streets within the Plan of Subdivision, at the intersection of such new streets with existing City streets, and at the intersection of the proposed extension of Broadview Avenue and Lake Shore Boulevard East to the satisfaction of the General Manager, Transportation Services.
- 8.14 Prior to Release for Construction of Services for streets that require new traffic control signals, the Owner must submit a payment in accordance with Toronto Municipal Code Chapter 441 – Appendix C in the form of a certified cheque for the 5-year maintenance fee for each of the proposed new traffic signals to the satisfaction of the General Manager, Transportation Services.
- 8.15 The Owner shall pay all costs and install pavement markings and signage and modifications to existing pavement markings and signage within the Plan of Subdivision and at any new intersections with existing streets to the satisfaction of the General Manager, Transportation Services.
- 8.16 Prior to the registration of each Phase, all roads for the corresponding phase shall be constructed to base course asphalt, be deemed complete and functional within the City's transportation network, and shall be to the satisfaction of the Engineering and Construction Services. Construction requirements include, but are not limited to, street lighting, pavement marking and signage.
- 8.17 Prior to the earlier of Release for Construction of Services for each phase or registration of each phase of the Plan of Subdivision, the Owner shall submit to the General Manager, Transportation Services, and Engineering and Construction Services for review and acceptance, a plan or plans, showing:
  - (a) cross-sections of all roads within the Plan of Subdivision incorporating the approved pavement widths and other infrastructure elements, and including the proposed connections with, and any improvements to, the existing streets within and surrounding the site;
  - (b) the proposed pavement markings and signage for all new roads;
  - (c) modifications required to the pavement markings and signs on existing roads; and
  - (d) minimum pedestrian clearway of 2.1 metres on all roads and at intersection of all roads.
- 8.18 The Owner shall convey and dedicate at no cost to the City all lands comprising roads, including transit rights-of-way, corner roundings, and rights-of-way widenings, shown on

the Plan of Subdivision. The Owner shall Prepare all documents to convey lands in fee simple to the City for nominal consideration, such lands to be free and clear of all physical and title encumbrances unless otherwise specified in these conditions to the satisfaction of the Engineering & Construction Services in consultation with the City Solicitor.

*Broadview Avenue Extension*

- 8.19 The Owner shall design and construct Broadview Avenue to accommodate EMS and fire vehicles within the transit right-of-way to the satisfaction of the General Manager, Transportation Services.
- 8.20 Prior to the Release for Construction Services for Phase 1, the Owner shall illustrate through detailed design that:
- (a) the clean fill space within Broadview Avenue can accommodate the following future below grade transit infrastructure: (i) cable chambers and (ii) overhead catenary system pole foundations and concrete foundation base slab; and
  - (b) there are no utility conflicts with future below grade transit infrastructure within Broadview Avenue,
- to the satisfaction of TTC and Engineering and Construction Services.
- 8.21 The Owner may agree to complete the Base Transit Right of Way Improvements in accordance with the TTC Development Agreement , which are not a requirement of these conditions. If the Owner agrees to undertake such improvements then upon acceptance of the design of the such improvements by the TTC, and prior to the commencement of construction of such improvements, the Owner shall provide updated detailed design drawings of Broadview Avenue to the satisfaction of Engineering and Construction Services. For greater certainty the Release for Construction of Services for Broadview Avenue will be separate from, and in no way dependant on, the completion of the Base Transit Right-of-Way Improvements design.
- 8.22 If the Owner is completing the Base Transit Right-of-Way Improvements, the Owner shall provide written confirmation from the TTC stating that the TTC has accepted the Base Transit Right-of-Way Improvements as complete prior to any Acceptance of Services that includes Broadview Avenue.
- 8.23 If the Owner is completing the Base Transit Right-of-Way Improvements, the Owner shall provide written confirmation from the TTC stating that the TTC has assumed responsibility for the Base Transit Right-of-Way Improvements prior to any Assumption of Services that includes Broadview Avenue.
- 8.24 The Owner shall design and construct Broadview Avenue to accommodate the necessary horizontal alignment, vertical alignment, right-of-way width, and street geometry as it

continues north under the East Harbour Transit Hub to the satisfaction of Engineering and Construction Services and the General Manager, Transportation Services.

8.25 The Owner will make all arrangements required for the construction of Broadview Avenue and Services within Broadview Avenue across the Keating Lands with the owner(s) of the affected lands and will provide evidence of such arrangements to the satisfaction of Engineering and Construction Services. Such arrangements shall include:

- (a) Approval of the design for such Services by the affected landowner(s); and
- (b) Obtaining all licences or easements required for the construction of such Services by the Owner from the affected landowner(s).

8.26 The Owner shall be responsible for all costs associated with completing the transfer of the portion of the Keating Lands required for the construction of this portion of Broadview Avenue and the services within it to the City, including applicable land transfer tax and preparations of reference plan(s).

*Street A*

Intentionally left blank

*Street B*

Intentionally left blank

*Street C*

8.27 The Owner shall acknowledge that the Port Lands and South of Eastern Transportation and Servicing Master Plan (TSMP) identifies a potential extension of Bouchette Street between Lakeshore Boulevard East and Eastern Avenue, which is reflected in the City's Official Plan through Official Plan Amendment 387, and which is generally in the location of Street C within the Plan. The City intends to undertake a further study, which will satisfy any applicable requirements of the *Environmental Assessment Act*, to determine if such extension of Bouchette Avenue will proceed, and its final alignment and design (the "Bouchette Extension Study"). Accordingly, the location and right-of-way width of Street C as shown on the Draft Plan may change in accordance with the final Bouchette Extension Study. If the Bouchette Extension Study is completed prior to the later of the first engineering submission for the Phase 3 infrastructure and three years following approval of the Draft Plan of Subdivision, the Owner shall make redline changes to the Draft Plan of Subdivision to reflect the final alignment and right-of-way width of Street C by revising the boundaries of Street C, and Blocks 6, 8, 9 and 10, as necessary, subject to the following, to the satisfaction of Engineering and Construction Services in consultation with Transportation Services and Parks Forestry and Recreation:

- (a) Such revisions may include the creation of an additional block for parkland purposes on the west side of Street C if the new alignment of Street C results in the western boundary of Street C shifting easterly, provided that the total area of such additional parkland block together with Block 10 as revised will not exceed 0.5 ha;
- (b) Any widening of Street C between 20 metres and 23 metres will be accommodated through a westerly shift in the eastern boundary of Block 6 by the required amount to accommodate the widening, but any widening or realignment of Street C will not result in any other changes to the boundaries of Block 6; and
- (c) Under no circumstances will any widening or realignment of Street C result in changes to the boundaries of Block 7.

8.28 If the Bouchette Extension Study is not completed prior to the later of the first engineering submission for the Phase 3 infrastructure and three years following approval of the Draft Plan of Subdivision, the Owner may proceed with obtaining Release for Construction of Services for Phase 3 Services and Registration of Phase 3 of the Plan of Subdivision, excluding Street C, in accordance with the following terms, to the satisfaction of Engineering and Construction Services in consultation with Transportation Services and Parks Forestry and Recreation:

- (a) The Owner shall make redline revisions to the Plan of Subdivision to remove Street C and enlarge Block 10 to include the lands comprising that portion of Street C south of Street E and a three wide metre strip from Block 6 along the boundary of Block 6 and Street C as shown on the Draft Plan
- (b) Prior to registration of Phase 3 of the Plan of Subdivision, the Owner shall register a section 118 restriction on the enlarged Block 10 to the satisfaction of the City Solicitor;
- (c) The Owner shall convey the enlarged Block 10 to the City prior to the issuance of the first above grade building permit on the lands within Phase 3, remediated in accordance with requirements for parkland as identified in Section 9 of these conditions;
- (d) Vehicular access for buildings on the revised Block 6 will be determined through Site Plan Control and if Street E is the only abutting right of way at the time of Site Plan Approval, then the City would not preclude vehicular access from Street E;
- (e) The Owner shall, prior to registration of Phase 3 of the Plan of Subdivision, provide a financial security for the cost of constructing Street C from Lake Shore Boulevard East to the northern boundary of the Plan, including the costs of any additional remediation in accordance with the requirements for roads as identified in Section 9 of these conditions;

- (f) The Owner shall construct Base Park Improvements for the enlarged Block 10 in accordance with Conditions 11.24 to 11.26; and
  - (g) The Owner shall not include Blocks 8 and 9 and the portion of Street C north Eastern Avenue in the initial registration of the Phase 3 Plan of Subdivision.
- 8.29 If the Bouchette Extension Study is completed within five years of the registration of Phase 3 of the Plan of Subdivision, the Owner shall, to the satisfaction of Engineering and Construction Services in consultation with Transportation Services and Parks Forestry and Recreation:
- (a) complete any additional remediation of the lands to be dedicated as Street C in accordance with requirements for roads as identified in Section 9 of these conditions;
  - (b) construct Street C and Services within Street C, including the portion across the Keating Lands and the portion north of Street E within the Plan; and
  - (c) register the portion of the Plan of Subdivision being Blocks 8 and 9 and Street C north of Street E, with such redline revisions as may be required to match the alignment of Street C in the Bouchette Extension Study, upon completion of the construction of Street C.
- 8.30 If the Bouchette Extension Study is not completed within five years from the date of registration of Phase 3 of the Plan of Subdivision:
- (a) The Owner's obligation to construct Street C and Services within Street C lapses;
  - (b) The financial security provided pursuant to Condition 8.28(e) will be converted to a payment to cover the expense of the City constructing Street C and Services within Street C;
  - (c) The Owner shall provide the City with access to the lands north of Street E as necessary to construct Street C; and
  - (d) The Owner shall register Blocks 8 and 9 and Street C north of Street E, with such redline revisions as may be required to match the alignment of Street C in the Bouchette Extension Study, upon completion of the construction of Street C by the City, unless the Bouchette Extension Study is not completed within six years of the registration of Phase 3 of the subdivision, in which case the Owner may proceed to register Blocks 8 and 9 and the portion of Street C north of Street E and convey the portion of Street C north of Street E to the City, remediated to the same standard as Block 10 with Base Park Improvements, within 120 days following the expiry of such six year period. If the City does not accept such conveyance of the portion of Street C north of Street E at that time, the Owner's obligations regarding Street C north of Street E shall lapse.

- 8.31 If the Owner is required to construct Street C south of Street E in accordance with Conditions 8.27 or 8.29, the Owner will make all arrangements required for the installation of Street C and Services within Street C across the Keating Lands with the owner(s) of the affected lands and will provide evidence of such arrangements to the satisfaction of the Engineering & Construction Services. Such arrangements shall include:
- (a) Approval of the design for such Services by the affected landowner(s) and
  - (b) Obtaining all licences or easements required for the construction of such Services by the Owner from the affected landowner(s).
- 8.32 The Owner shall be responsible for all costs associated with completing the transfer of the Keating lands for Street C to the City, including applicable land transfer tax and preparations of reference plans.

*Street D*

- 8.33 The Owner shall make all arrangements required for the construction of Street D and Services within Street D across the Keating Lands with the owner(s) of the affected lands and will provide evidence of such arrangements to the satisfaction of the Engineering and Construction Services. Such arrangements shall include:
- (a) Approval of the design for such Services by the affected landowner(s);
  - (b) Obtaining all licences or easements required for the construction of such Services by the owner(s) from the affected landowner(s); and
  - (c) The conveyance of the lands forming the Street D right-of-way to the City, at no cost to the City.
- 8.34 The Owner is responsible for the delivery of Street D and Services within Street D across the Keating Lands and will ensure the road is complete and functional:
- (a) Prior to the Registration of Phase 2 of the Plan of Subdivision; or
  - (b) In the event that Phase 2 is registered prior to completion of the portion of the Inner Harbour West Tunnel project that fronts the subdivision lands, no later than three (3) years after the City has provided notice to the Owner of the completion of the portion of the Inner Harbour West Tunnel project that fronts the subdivision lands.

*Street E*

- 8.35 Prior to registration of Phase 1 of the plan, the Owner shall redline the draft Plan of Subdivision to provide for stratified parcels where Street E crosses the Flood Protection Landform, delineating Street E from the Flood Protection Landform structure below, to

the satisfaction of Engineering and Construction Services and the General Manager, Transportation Services.

### *Right-of-Way Widening*

8.36 The Owner shall prepare all documents and convey to the City, at nominal cost, the following lands for the purposes of right-of-way widenings:

- (a) A 7.0 metre wide strip of land to the full extent of the site abutting the easterly limit of the north-south Don Roadway (identified on the Plan of Subdivision as Block 13) with such conveyance to occur through registration of Phase 1 of the Plan of Subdivision;
- (b) A 3.0 metre wide strip of land to the full extent of the site abutting the southerly limit of Eastern Avenue (identified on the Plan of Subdivision as Block 24) with such conveyance to occur prior to final site plan approval for any building in Block 1; and
- (c) A 4.5 metre wide strip of land to the full extent of the site abutting the westerly limit of Booth Avenue (identified on the Plan of Subdivision as Block 12) with such conveyance to occur through registration of Phase 3 of the Plan of Subdivision.

such lands to be free and clear of all physical and title encumbrances, unless otherwise noted in these conditions, to the satisfaction of the Executive Director of Engineering & Construction Services in consultation with the City Solicitor.

8.37 Block 13 shall be conveyed on an as-is basis, including existing below-grade infrastructure, and will not have to comply with the City's "Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act". The Owner will work with Hydro One Networks Inc. to remove all associated title encumbrances, if any, prior to conveyance as electric utilities' assets are statutorily permitted under the Electricity Act.

8.38 Following conveyance of Block 12 and Block 24, the Owner may request the City enter into a construction staging agreement on such lands for piles and other associated materials related to construction or shoring of the development, satisfactory to the General Manager, Transportation Services.

## **Water**

### *General*

#### *Watermain via Block 1 and 24*

8.39 If it is determined that an interim connection to the existing watermain on Eastern Avenue is required prior to the delivery of the ultimate watermain within the Broadview Avenue right-of-way between Eastern Avenue and Street A, the Owner will design and

construct a 300 mm watermain from Eastern Avenue, through Block 24 and Block 1, to Broadview Avenue as part of Phase 1A of the Plan of Subdivision, to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services.

- 8.40 The Owner shall, at no cost to the City, convey a 6 metre wide easement to the City for the watermain via Block 1 and 24, if such watermain is required, to the satisfaction of Engineering and Construction Services, prior to the registration of Phase 1A of the Plan of Subdivision. Acceptance of Services for Phase 1A may occur and Phase 1A may be registered notwithstanding that the watermain via Block 1 is not contained within the geographic boundary of Phase 1A of the Plan of Subdivision.
- 8.41 The Owner shall decommission the interim watermain via Blocks 1 and 24 and connect to the proposed ultimate watermain within the Broadview Avenue right-of-way north of the subdivision lands, at no cost to the City, once the proposed ultimate watermain within the Broadview Avenue right-of-way between Street A and Eastern Avenue is operational.

*Street D Watermain across the Keating Lands*

- 8.42 In the event that Phase 2 proceeds in advance of the completion of the Inner Harbour West Tunnel project, the Owner shall, prior to the commencement of construction of the Inner Harbour West Tunnel, design and construct, at the Owner's expense, a 300 mm watermain across the Keating Lands in advance of the completion of other services and Street D across the same lands. The watermain will connect to the Lake Shore Boulevard East watermain and it will be designed and constructed to withstand the load and construction specifications required for and by the Inner Harbour West Tunnel project to the satisfaction of Engineering and Construction Services.
- 8.43 Where the Owner is required to construct the watermain through the Keating Lands in advance of the construction of Street D within the Keating Lands in accordance with Condition 8.42, the Owner shall include the watermain in the Release for Construction of Services for the balance of the Services in Phase 2 or obtain Release for Construction of Services for the Keating Lands watermain independently of, and in advance of, Release for Construction of Services for the remainder of Phase 2. The City will not consider Acceptance of Services for Phase 2, or allow registration of Phase 2, prior to the completion of construction of the watermain and conveyance of the associated easement identified in Condition 8.45 (c) through the Keating Lands. Any deviation from this condition will be at the sole discretion of Engineering and Construction Services.
- 8.44 The Owner acknowledges the City will not accept the watermain over the Keating Lands until the infrastructure is connected into the network that will be delivered as part of Phase 2 water infrastructure within the subdivision lands.
- 8.45 The Owner will make all arrangements required for the construction of the watermain across the Keating Lands with the owner(s) of the affected lands and will provide evidence of such arrangements to the satisfaction of the Engineering and Construction Services

prior to the Release for Construction that includes the watermain. Such arrangements shall include:

- (a) Approval of the design for such services by the affected landowner(s);
- (b) Obtaining all licences or easements required for the construction of such services by the Owner from the affected landowner(s); and
- (c) Obtaining permanent easements to be conveyed to the City for the operation and maintenance of the services, and providing for the transfer of ownership of the services to the City, all at no cost to the City.

## **Sanitary**

### *Saulter Street Pumping Station*

- 8.46 In addition to the requirements in Section 6.2 of the City's Standard Subdivision Agreement, the repair, maintenance, and operation of the interim sanitary pumping station on Saulter Street and the proposed sanitary forcemains shall be the responsibility of the Owner and not that of the City until Assumption of Services for Phase 1A by the City.
- 8.47 In addition to the requirements in Section 29 of the City's Standard Subdivision Agreement, and prior to the City considering Assumption of Services for the Phase 1A infrastructure, the Owner shall:
- (a) submit a complete set of "as constructed" drawings showing the interim sanitary pumping station within Saulter Street to the satisfaction of the General Manager, Toronto Water;
  - (b) submit a final Certification Letter confirming that the interim sanitary pumping station within Saulter Street has been constructed, installed, and tested in accordance with the design drawings and City standards and specifications, and that any defects identified have been rectified.
  - (c) submit any operation and maintenance manuals related to the interim sanitary pumping station to the City to the satisfaction of the General Manager, Toronto Water;
  - (d) submit confirmation that site acceptance testing and any other commissioning / performance testing and monitoring has been completed to the satisfaction of the General Manager, Toronto Water. Commissioning the pumping station shall be facilitated and completed by the contractor as per Toronto Water standards and shall be witnessed and accepted by Toronto Water staff; and

- (e) provide confirmation that appropriate City staff have been trained in matters of operation and maintenance of the interim sanitary pumping station to the City to the satisfaction of the General Manager, Toronto Water.

8.48 The Owner shall design, construct, and pay for all works required to connect the Saulter Street municipal sanitary sewer installed in Phase 1A from the interim sanitary sewer pumping station on Saulter Street to the future Commissioners Street municipal sanitary sewer (the “Sewer Connection”), and undertake and pay for all works required to decommission the interim sanitary sewer pumping station.

8.49 The Owner shall:

- (a) complete the Sewer Connection prior to the occupancy of any building within the Plan that is to be serviced by the Sewer Connection; and
- (b) prior to the issuance of any building permit for such building(s) will enter into an agreement in a form similar to the City’s standard Municipal Infrastructure Agreement for the Sewer Connection and decommissioning work, which shall include a requirement for the Owner to provide financial security to the City for such works.

Until such Sewer Connection has been completed, sufficient capacity will be reserved within the sanitary sewer components of the Services, including the Saulter Street pumping station, to accommodate the development of Buildings 1B, 1C, 3B and 3C and the East Harbour Transit Hub as outlined in the accepted Functional Servicing Report, prepared by WSP and dated ●, in priority to development on any other lands being permitted to make use of any capacity within the sanitary sewer components of the Services.

## **Stormwater**

### *General*

8.50 The Owner shall make all arrangements and obtain all necessary approvals for the installation of all Services required to provide the proposed stormwater outlet at the Turning Basin necessary for the development of the Plan, on lands external to the Plan that are not existing streets, with the owner(s) of the affected lands, and provide evidence of such arrangements to the satisfaction of Engineering and Construction Services, such arrangements to include;

- (a) Approval of the design for such services by the affected landowner(s);
- (b) Obtaining all licences or easements required for the construction of such services by the Owner from the affected landowner(s); and

- (c) Obtaining permanent easements to be conveyed to the City for the operation and maintenance of the services, and providing for the transfer of ownership of the services to the City, all at no cost to the City.

8.51 The Owner shall apply stormwater management techniques in the development of this subdivision, as included in the approved stormwater management report, as may be updated as necessary to implement proposed phasing, to the satisfaction of Engineering and Construction Services.

8.52 The Owner shall carry out, at their sole expense, any temporary or permanent, drainage works that may be necessary to address ponding or erosion caused by design or construction deficiencies within the Plan of Subdivision to the satisfaction of the Engineering and Construction Services.

#### *Stormwater Quality*

8.53 Until such time as the Port Lands Stormwater Treatment Facility is operational, the Owner shall, prior to the Release for Construction of Services for each phase, update the Stormwater Management Report to include an E.coli Monitoring Plan and E.coli Best Management Action Plan for that phase and provide an estimate of the cost of implementing the E.coli Monitoring Plan for that phase, including reporting requirements, until the Assumption of Services for each phase, and shall submit a financial security to the City in the value of 120% of such amount, all to the satisfaction of Engineering and Construction Services and the General Manager, Toronto Water. The financial security will be released on:

- (a) On Assumption for each phase, where no E.coli exceedances are identified through the implementation of the E.coli Monitoring Plan; or
- (b) The satisfaction of the obligations in Condition 8.56.

8.54 The Owner shall, to the satisfaction of the General Manager, Toronto Water, be responsible for implementing the E.coli Monitoring Plan in respect of all monitoring locations within the applicable phase and all monitoring locations tributary to stormwater management infrastructure within such phase, timing of monitoring samples, duration of monitoring program, and reporting requirements recommended by such Plan, between Acceptance of Services and Assumption of Services for each phase.

8.55 Should any E.coli exceedances be identified through the implementation of the E.coli Monitoring Plan by the Owner, the Owner shall:

- (a) prior to Assumption of Services for the phase in which the exceedance was identified, implement the recommendations of the E.coli Best Management Action Plan; and

- (b) following implementation of the recommendations in accordance with clause (a), submit a report in accordance with the E.coli Best Management Action Plan that includes E.coli monitoring results and summarizes the effectiveness of the E.coli Best Management Action Plan post implementation, and, should monitoring results still indicate non-compliance with the City's Wet Weather Flow Management Guidelines, outline any future feasible remediation options, all to the satisfaction of the General Manager, Toronto Water. The Owner shall acknowledge that such work may be required to occur following Assumption of Services for each applicable phase.

## 9. SOIL AND GROUNDWATER

### Phases 1 – Conditions for Early Release for Construction

- 9.1 Notwithstanding Sections 4.1(r) and 20.3 of the City's Standard Subdivision Agreement, the Owner may obtain Release for Construction of Services for Phase 1 prior to obtaining acceptance of the Risk Assessments by the MECP subject to Conditions 9.2 to 9.9 below.
- 9.2 Notwithstanding Section 25.5 of the City's Standard Subdivision Agreement, the Owner shall provide the City with financial security in an amount equal to 100% of the costs of works related to the following items identified in the cost estimate prepared by the Owner's consultant, dated March 2024, as amended and accepted by Engineering and Construction Services (the "**Environmental Security**") prior to Release for Construction of Services in respect of Phase 1:
  - (a) The geosynthetic clay liner (GCL) installation as identified in Sections E (Preparation of Road Base and Paving) and F (Transit Corridor) of the cost-estimate;
  - (b) All works identified in in Section H (Environmental Requirements) of the cost-estimate; and,
  - (c) Soil mixing works as identified in Section I (Ground Improvements) of the cost-estimate.
- 9.3 The Owner agrees that, notwithstanding Section 26.2(a) of the City's Standard Subdivision Agreement, the City shall not reduce the Financial Security provided by the Owner pursuant to Section 25 of the City's Standard Subdivision Agreement for Phase 1 until such time as:

- (a) the MECP has accepted the Risk Assessments proposed by the Owner and has issued draft Certificates of Property Use (CPUs) for all lands. For greater clarity, this applies to the subdivision lands, not external lands;
- (b) the Owner's Consulting Engineer and Qualified Person has submitted to the satisfaction of Engineering & Construction Services, a detailed letter with supporting documentation to confirm that the works completed to date have been undertaken in accordance with the requirements of the Risk Assessments as accepted by the MECP and the drawings as accepted by Engineering and Construction Services, in consultation with Transportation Services; and
- (c) for the portion of the proposed extension of Broadview Avenue between the southern limit of the Plan of Subdivision and Lake Shore Boulevard East, the Owner has undertaken site investigation and has proposed risk management measures to the satisfaction of the City's peer reviewer, in consultation with Transportation Services, in accordance with the letter from WSP to the Owner, dated ●, with reference line "East Harbour Development – Risk Management Approach for Roads Crossing the Keating Lands" (the "**Keating Lands Risk Management Approach**").

9.4 Upon satisfaction of the criteria in Condition 9.3, the amount held as financial security for Phase 1 may be reduced as follows:

- (a) In accordance with the terms of the City's standard subdivision agreement for the financial security for works relating to the construction of the Services within the Phase; and
- (b) To 65% of the estimated costs of the matters items described in Condition 9.2 for the Environmental Security.

9.5 The Environmental Security provided for Phase 1 can be further reduced as the work described in Condition 9.2 is completed, provided that the following have been satisfied in respect of such lands:

- (a) The Owner having filed all Records of Site Condition (RSCs) with the Ontario Environmental Site Registry for the lands subject to the Risk Assessments as proposed by the Owner and approved by the MECP;
  - (b) The MECP has issued a Letter of Acknowledgement of Filing of the RSCs confirming that the RSCs has been prepared and filed in accordance with O. Reg. 153/04, as amended acknowledging the filing of the Record of Site Condition; and
  - (c) the Owner has submitted a cost estimate of the annual costs associated with monitoring and reporting as may be required by the MECP to the satisfaction of Engineering and Construction Services in consultation with the City's peer reviewer and Transportation Services.
- 9.6 Notwithstanding conditions 9.4 and 9.5, the amount of the Environmental Security remaining shall be sufficient to guarantee 100% of the costs to complete all monitoring and reporting as required by the MECP until such time the City has issued Assumption of Services pursuant to Section 29 of the City's Standard Subdivision Agreement for lands to be used for road right-of-way purposes within Phase 1, at which time such security shall be finally released.
- 9.7 The Owner shall acknowledge and agree that:
- (a) any construction undertaken prior to receiving acceptance of the Risk Assessments by MECP and prior to entering into the Pre-Servicing Agreement shall be at the Owner's own risk;
  - (b) the Owner shall remove and/or reconstruct Services as required to comply with the Risk Assessments accepted by MECP at the Owner's sole expense; and
  - (c) revisions to the Risk Assessments required to receive acceptance by MECP may require further approval by City Council in relation to deviation from the Council-adopted Policy for "Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act" that were not previously considered by City Council. The determination of whether City Council approval is required will be at the sole discretion of Engineering and Construction Services, in consultation with Transportation Services. Any delays caused by the requirement for City Council approval will be at the Owner's sole expense.
- 9.8 The Owner agrees that further to Section 20 of the City's Standard Subdivision Agreement, the City shall not release Phase 1A or Phase 1B of the Plan of Subdivision for registration until such time as:
- (a) the MECP has provided its acceptance of the Risk Assessments proposed by the Owner;

- (b) The MECP has issued CPUs for lands proposed to be conveyed to the City in Phase 1A or Phase 1B; and
- (c) for such lands to be conveyed to the City for right-of-way purposes, the Owner has complied with the requirements of the Risk Assessments as accepted by the MECP and the drawings as accepted by Engineering and Construction Services, in consultation with Transportation Services.

## **General**

- 9.9 For lands to be conveyed to the City, the Owner shall undertake all monitoring and reporting as required by the MECP and submit those reports to the MECP and to the City on an annual basis, for lands to be used for road right-of-way purposes, until such time as the City has issued Assumption of Services pursuant to Section 29 of the City's Standard Subdivision Agreement, and, for lands to be conveyed to the City for the Flood Protection Landform and parkland purposes, until such time as the lands are conveyed to the City.
- 9.10 Should the Owner convey lands to the City later than 18 months after the completion of all Environmental Site Assessment Reports in respect of such lands, the Owner's Qualified Person will provide a letter certifying that the lands to be conveyed have not been subject to new releases or sources of contamination that would change the applicable site-specific standards or the recommended Risk Management Measures for the subject lands, as documented in the applicable Record of Site Condition.
- 9.11 The Owner agrees to comply with the requirements of the CPUs issued by the MECP applicable to lands and easements to be conveyed to the City, upon issuance by the MECP until Assumption of Services by the City, to the satisfaction of Engineering & Construction Services and the General Manager, Transportation Services (for lands conveyed for road right-of-way purposes) and the General Manager, Parks Forestry & Recreation Services (for lands conveyed for parkland purposes). Prior to Assumption of Services, the Owner's Qualified Person will provide a letter confirming that the Owner has complied with the requirements of the Risk Assessments and the CPUs issued by the MECP during the warranty period.
- 9.12 The Owner shall undertake environmental site assessments and file Records of Site Condition in accordance with O. Reg. 153/04 for lands to be conveyed to the City in accordance with the "Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act", except as otherwise approved by Council, including providing payment for a peer reviewer. For lands that are proposed to be conveyed to the City for road right-of-way purposes, the Owner shall submit to the satisfaction of Engineering & Construction Services and the General Manager, Transportation Services. For lands that are proposed to be conveyed to the City for parkland purposes, the Owner shall submit to the satisfaction of the General Manager, Park, Forestry & Recreation Services. All lands to be conveyed to the City shall be remediated prior to conveyance in accordance with the property-specific standards and

Risk Management Measures set out in the Records of Site Condition filed in accordance with O. Reg. 153/04, acceptable to Engineering & Construction Services and the General Manager, Parks Forestry & Recreation Services (for lands conveyed for parkland purposes). Notwithstanding the City's "Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act", lands to be conveyed to the City may be subject to a risk management plan, and conditions in a CPU, that require ongoing monitoring of groundwater by the Owner, and by the City following conveyance.

9.13 Prior to conveying lands to the City, the Owner must:

- (a) Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in Ontario Regulation 153/04, as amended, 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. All environmental documentation prepared pursuant to O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer, and shall provide the City with proof of insurance and maintain Professional Liability insurance coverage of \$2,000,000 per claim and \$2,000,000 aggregate;
- (b) Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit of \$10,000.00 towards the cost of the Peer Review in the form of a certified cheque, to the Chief Engineer & Executive Director, Engineering & Construction Services. 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 the Record of Site Condition Regulation (O. Reg. 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Risk Management Measures based on the Risk Assessments, to the Chief Engineer & Executive Director, Engineering & Construction Services;
- (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 & Executive Director, Engineering & Construction Services for peer review and concurrence, which states:
  - (i) In the opinion of the Qualified Person:
    1. 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

2. To the extent that the opinion in in the clause above 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:

1. the applicable Ministry 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
2. the Property Specific Standards as approved by the Ministry 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 Condition 9.14 (a) above, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, 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, as amended, and shall provide the City with proof of insurance and maintain professional liability insurance coverage of \$2,000,000 per claim and \$2,000,000 aggregate.

(f) For conveyance of lands requiring a Record of Site Condition (RSC):

- (i) File the Record of Site Condition (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, as amended, to the Chief Engineer & Executive Director, Engineering & Construction Services and to the General Manager, PFR.

### **Watermain via Block 1**

9.14 If it is determined that an interim connection to the existing watermain on Eastern Avenue is required prior to the delivery of the ultimate watermain within the Broadview Avenue right-of-way between Eastern Avenue and Street A, for the portion of the proposed interim watermain connection located within Block 1, the Owner will implement the requirements of the CPUs for the corridor for the easement prior to the conveyance of the easement to the City and registration of Phase 1 of the Plan.

## **Parks and Open Spaces**

- 9.15 Prior to the conveyance of lands for the Flood Protection Landform and parkland, the Owner shall provide an estimate of the costs for groundwater monitoring on such lands and a payment in the form of a certified cheque (in an amount to be determined by the Parks, Forestry & Recreation in consultation with the City's peer reviewer) for the cost of the groundwater monitoring on such lands required by the MECP if such groundwater monitoring is required by the CPUs.

## **Roads**

- 9.16 Prior to the Release for Construction of Services for Phase 1, the Owner shall submit a detailed design of Broadview Avenue that demonstrates adequate space is provided within the clean cap for all required municipal infrastructure, including TTC infrastructure and green infrastructure, to the satisfaction of Engineering & Construction Services.
- 9.17 Prior to the Release for Construction of Services for Phase 1, the Owner shall submit a letter prepared by a Qualified Person confirming that once the GCL is constructed, it will not require operation, maintenance, or monitoring, to the satisfaction of the General Manager, Transportation Services.
- 9.18 Prior to the Acceptance of Services for Phase 1, the Owner shall submit an Operation and Maintenance ('O&M') manual of the GCL to the satisfaction of the Peer Reviewer and the General Manager, Transportation Services. The O&M shall consist of drawings of the GCL to allow future City work to avoid breaches of the GCL, instructions regarding repair in the event of accidental breach, and general recommendations on how to install any future services through the GCL barrier, if doing so becomes necessary, without compromising the GCL.
- 9.19 Prior to Assumption of Services for each phase, the Owner shall, to the satisfaction of the General Manager, Transportation Services, be responsible for:
- (a) Preparing a site plan and signed by a Qualified Person, which will describe the Lands, placement and quality of all the barriers to site soils (including the clean cap and the GCL). The site plan shall include a plan and cross section drawings specifying the vertical and lateral extent of the barriers to site soils; and
  - (b) Conducting barrier inspections in accordance with the CPU and submit an Annual Reports for each year, upon receipt of the CPUs issued by the MECP.
- 9.20 Prior to Assumption of Services for each Phase, the Owner shall provide:

- (a) A Health and Safety Plan, a Soil Management Plan, a Groundwater Management Plan, a Methane Management Plan (if required), and any other Management Plan to detail the requirements to comply with the CPUs, to the satisfaction of the General Manager, Transportation Services, if such Plans are required by the CPUs issued by the MECP. Alternatively, the Owner shall provide to the satisfaction of the General Manager, Transportation Services, a certified cheque in an amount satisfactory to the General Manager, Transportation Services, contribution, to offset the City's cost of retaining a consultant to prepare such Plans; and
- (b) an estimate of the costs for groundwater monitoring on future City lands and a payment in the form of a certified cheque (in an amount to be determined by the General Manager, Transportation Services) for the cost of the groundwater monitoring on future City lands required by the MECP post-assumption if such groundwater monitoring is required by the CPUs.

## **Offsite**

### *Roads*

- 9.21 Notwithstanding Sections 20.3, 20.4, 20.6 and 20.7 of the City's Standard Subdivision Agreement, a Record of Site Condition and the preparation of Environmental Site Assessment Reports in accordance with the Record of Site Condition Regulation (O. Reg. 153/04, as amended) is not required for the portion of the proposed extension of Broadview Avenue, Street C, and Street D between the southern limit of the Plan of Subdivision and Lake Shore Boulevard East. However, the Owner will implement risk management measures on the subject lands in accordance with the Keating Lands Risk Management Approach prior to any conveyances of such lands or conveyance of below grade easements over such lands to the satisfaction of Engineering and Construction Services.
- 9.22 Prior to the Release for Construction of Services for each applicable phase, for the portion of Street C and Street D between the southern limit of the Plan of Subdivision and Lake Shore Boulevard East, the Owner will undertake environmental site investigation and propose risk management measures for the lands in accordance with the Keating Lands Risk Management Approach to the satisfaction of the City's peer reviewer.

### *Storm Outfall to Turning Basin*

- 9.23 Notwithstanding Sections 20.3, 20.4, 20.6 and 20.7 of the City's Standard Subdivision Agreement, a Record of Site Condition and the preparation of Environmental Site Assessment Reports in accordance with the Record of Site Condition Regulation (O. Reg. 153/04, as amended) is not required for the proposed easement required for the stormwater outlet at the Turning Basin.

9.24 Prior to Release for Construction of Services pursuant to the agreement for required municipal infrastructure improvements outlined in Condition 8.9, the Owner will submit an environmental remediation plan that addresses the installation of a clean fill corridor over the external lands which an easement is to be conveyed to the City, as outlined in Condition 8.50, to accommodate the proposed stormwater outlet at the Turning Basin necessary for the development of the Plan, to the satisfaction of Engineering and Construction Services.

## **10. GREEN INFRASTRUCTURE**

10.1 When an Environmental Compliance Approval (ECA) from the Ministry of Environment, Conservation and Parks is required as per Section 53 of the Ontario Water Resources Act, the Owner will be required to retain the ECA for the proposed stormwater management facilities in support of the approved Plans.

10.2 The Owner shall agree to construct GI as shown on the accepted drawings, to the satisfaction of Engineering and Construction Services and the General Manager, Transportation Services.

10.3 The Owner shall agree to retain the services of a GI certified contractor that meets the mandatory experience or training qualifications as follows:

- (a) The proposed project manager and site supervisor have completed three projects that included the successful installation, commissioning and operation of GI within the last five years; or
- (b) The proposed project manager and site supervisor have completed the Sustainable Technologies Evaluation Program course “Learn to Construct LID”; or
- (c) The proposed project manager and site supervisor have completed an equivalent course/certification in GI construction and certification within the last five years.

10.4 Prior to Acceptance of Services for each phase of the Plan of Subdivision, the Owner shall:

- (a) provide certification to the satisfaction of Engineering and Construction Services, in consultation with Urban Forestry, Transportation Services and City Planning, from the Consulting Engineer who designed and supervised the construction confirming that the GI has been constructed in accordance with the accepted Plans and in accordance with the City’s Standards including, but not limited to, the Green Infrastructure Standards and that all horticultural features that were introduced in the municipal right-of-way were planted during the planting seasons outlined in TS 5.10 – Growing Medium and TS 5.30 – Planting;
- (b) submit as-built drawings to the satisfaction of Engineering and Construction Services and in accordance with the requirements outlined in the Field Services

Manual, City of Toronto, June 2021 (or latest version) and the Design Criteria for Sewers and Watermains, City of Toronto, January 2021 (or latest version);

- (c) provide an operations and maintenance manual for the GI that outlines preventative maintenance, operational activities and the associated frequencies to maintain the infrastructure in working order and restorative maintenance activities. The manual shall outline and delineate operations and maintenance activities required for a period of 24 (twenty-four) months from the Acceptance of Services (the “warranty period”) and operations and maintenance activities required after the warranty period in perpetuity (the “post warranty period”). The manual shall adhere to the guidelines and parameters outlined in the Life Cycle Activities for GI in the Right-of-way, September 2021 (or latest version), City of Toronto and in accordance with Chapter 743 of the Municipal Code. The manual shall be submitted to the satisfaction of the General Manager, Transportation Services; and
- (d) pay for the monitoring of water quality and water quantity parameters for the GI systems during the warranty period. The Owner acknowledges that the General Manager, Transportation Services will hire a third-party consultant to monitor the GI and that the Owner is responsible for paying all costs associated with retaining such third-party consultant.

10.5 Prior to Assumption of Services for each phase of registration of the Plan of Subdivision, the Owner shall provide written certification to the General Manager, Transportation Services, that the GI has been operated and maintained in accordance with the accepted operations and maintenance manual and to the satisfaction of the General Manager, Transportation Services.

10.6 The Owner shall maintain the horticultural components of the GI (which, for greater certainty, excludes street trees) directly abutting a development block during the post warranty period associated with each phase of registration of the Plan of Subdivision, in accordance with the accepted operations and maintenance manual and in accordance with Chapter 743 of the Municipal Code to the satisfaction of the General Manager, Transportation Services.

## **11. PARKLAND**

### *Parkland Dedication - General*

11.1 Subject to potential changes to Block 10 set out in Condition 8.27, the Owner shall convey a combined minimum of 0.7 hectares within Block 10 and Block 11 on the Plan of Subdivision to the City for public parkland purposes in full satisfaction of the requirements of Section 51.1 of the Planning Act for the proposed development in accordance with the in force zoning. The subject parkland conveyances are to be free and clear, above and

below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements.

- 11.2 The Owner is to pay for the costs of the preparation and registration of all relevant documents to complete the parkland conveyance. The Owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the new parkland.

## **Park Construction**

### *Base Park Improvements*

- 11.3 The Owner, at their expense, will be responsible for the base construction and installation of the parkland. The Base Park Improvements will 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 MECP 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;
    - (ii) In the case where no risk assessment of the site was required, the Owner will confirm that Table 3 RPI is appropriate given the shallow groundwater table. All materials brought on site shall comply with the appropriate Ontario Reg. 153/04 standards.
  - (c) Sodding #1 nursery grade or a seeding with an approved mix determined by the landscape architects;
  - (d) Fencing, where deemed necessary;
  - (e) All parks will have unencumbered access to water, sanitary, stormwater and hydro servicing connections with manholes in the adjacent right-of-way. If the Owner advances a servicing plan that requires a deviation from the Ministry of the Environment and Energy Guidelines for Location of Sewers and Watermains (F-6-1), and/or a deviation from the 2.5 metre separation for sanitary and water services in the City's Design Criteria for Sewers and Watermains, the servicing plan shall be to the satisfaction of the Chief Engineer & Executive Director, Engineering and Construction Services;

- (f) Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water meter 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 so long as emergency vehicles and park maintenance vehicles can access the parkland; and
- (h) Standard park sign (separate certified cheque required).

11.4 All work is to be completed to the satisfaction of the General Manager, PFR.

*Base Park Warranty*

11.5 The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20% which will be retained for the 2 year guarantee known as the Parkland Warranty Period.

11.6 Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.

11.7 As-built drawings in print/hardcopy and electronic format, as well as a georeferenced AutoCAD file, shall be submitted to PFR. A complete set of "as built" plans shall be provided electronically in PDF format and in a georeferenced AutoCAD file, in addition to two (2) sets full size bond hard copies to the General Manager, PFR. The plans shall include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, 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 organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.

11.8 Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

*Parkland Occupation - Construction Staging*

11.9 Should the Owner undertake Base Park Improvements on a park block following conveyance of the park block to the City, the Owner must obtain a Park Access Agreement

(PAA) from the local Park Supervisor and Landscape Architecture Unit. 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 arising from any interim use of or work carried out by the Owner on the park.

- 11.10 The stockpiling of any soils or materials or use as an interim construction staging area on a conveyed Park Block is prohibited unless an agreement, other than a PAA, has been obtained from the General Manager, PFR. The City shall 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 Park Block as an interim construction staging area and, if approved, such agreement shall 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 shall indemnify the City against any claim arising from any interim use of or work carried out by the Owner on the Park Block. Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
- 11.11 Should there be any construction staging permitted on the Park Block, the Owner shall provide confirmation from the Qualified Person upon the completion of such use of the Park Block that all of the risk management measures for the parkland use required by the CPU issued for the Block that have been implemented by the Owner are still intact, and that the Block meets the requirements of the RSC filed for the Block for the parkland use. The Owner shall be responsible for paying all costs associated with the City retaining a third-party peer reviewer, if necessary, to review the additional documentation provided by the Qualified Person. The Base Park Improvements for the subject Park Block shall not be accepted by the City until the Owner has provided such additional documentation from the Qualified Person.

#### *Temporary Fencing*

- 11.12 Prior to conveyance of the parkland, the Owner shall be responsible for the installation of temporary fencing around the parkland and its maintenance until the later of the completion of the Base Park Improvements and the use of the Park Block for stockpiling or construction staging.

#### *Parkland Grading and Drainage*

- 11.13 Prior to conveyance of the parkland, the Owner shall ensure that the grading and drainage of the adjacent development blocks are compatible with the grades of the parkland to the satisfaction of the General Manager, PFR.
- 11.14 The Owner must provide documentation from a Qualified Person, as defined in O. Reg. 153/04 that any fill or topsoil brought onto the site meets all applicable environmental laws, regulations and guidelines for use in a public park.

## **Block 11 (Quadrant 3) Park**

### *Park Parkland Dedication*

- 11.15 As a component of the registration of the Phase 2 of the Plan of Subdivision, the Owner shall convey Block 11 to the City for public parkland purposes. For clarity, the conveyance includes a 4-metre Flood Protection Landform Buffer Zone that is to be pre-built (i.e., remediated and, with all services and utilities within the Buffer Zone constructed) as part of Phase 1 infrastructure.
- 11.16 To facilitate the appropriate servicing of the Block 11 parkland, the Owner shall convey Block 26 as a component of registration of Phase 2 of the Plan of Subdivision, all to the satisfaction of Parks, Forestry and Recreation, in consultation with Engineering and Construction Services. Block 26 will contain infrastructure servicing the Block 11 parkland. The conveyance of Block 26 will occur subject to the following terms, to the satisfaction of Parks, Forestry and Recreation:
- (a) For the purpose of limiting distance requirements under the Building Code, the City will enter into a limiting distance agreement to provide that the boundary between Block 11 and Block 26 will be deemed to be the property line for the purposes of development on Block 4, for that portion of Block 4 abutting Block 26. The provision of infrastructure to service the Block 11 park and the associated conveyance of the new Block will be adequate consideration for the limiting distance agreement;
  - (b) Notwithstanding the requirement for development to be setback 5 metres from parks, future development on Block 4 may be setback 3 metres from the boundary between Block 4 and Block 26; and
  - (c) Notwithstanding Section 415-26B of the Municipal Code, the City will accept the conveyance of Block 26 containing infrastructure to service Block 11.

### *Fire Separation Distance – Ontario Building Code (OBC)*

- 11.17 Prior to the fee simple transfer of Block 11 to the City, the Block shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the Ontario Building Code Act, 1992. Parks, Forestry & Recreation staff advises that the Owner must design the building to achieve Ontario Building Code (OBC) setbacks related to fire separation on their own site on the portions of the building that abut the park. Subject to Condition 11.16(b), a 5-metre setback will apply to any building located next to the Park or, the required setbacks which meet the OBC for fire separation, whichever is greater. Prior to the issuance of the First Above Grade Building Permit for any building within Block 4, the Owner will be required to demonstrate adequately that the OBC requirements have been achieved to the satisfaction of the General Manager, PFR. The City shall not enter

into a Limiting Distance Agreement for the development except as outlined in Condition 11.16.

#### *Base Park Delivery*

- 11.18 Prior to the issuance of the First Above Grade Building Permit for any building within Block 4, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements on Block 11, to the satisfaction of the General Manager, PFR.
- 11.19 Prior to the issuance of the First Above Grade Building Permit for any building within Block 4, the Owner shall post an irrevocable Letter of Credit in the amount of 120% of the estimated cost of the Base Park Improvements for Block 11 to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements. The Letter of Credit will be returned by the City upon the acceptance of the Base Park Improvements by the General Manager, PFR.
- 11.20 The construction of the Base Park Improvements on Block 11 shall be completed prior the issuance of a final building permit for any building within Phase 2, 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 are at the discretion of the General Manager, PFR when determining a revised delivery date for the park block.

#### **Block 10 (Quadrant 4) Park**

##### *Parkland Dedication*

- 11.21 Prior to issuance of the first above-grade building permit for the subject Phase, the Owner will convey Block 10 to the City for public parkland purposes. All references to Block 10 within these condition are subject to adjustments in accordance with Condition 8.27 above.
- 11.22 Prior to Registration of Phase 3 of the Plan of subdivision, the Owner shall register a Section 118 restriction over Block 10 to the satisfaction of the City Solicitor.

##### *Fire Separation Distance – Ontario Building Code*

- 11.23 The Owner shall acknowledge that prior to the fee simple transfer of Block 10 to the City, the Block shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the Ontario Building Code Act, 1992. Block 10 may be subject to a limiting distance agreement in accordance with and on the terms identified in the Development Agreement for the Lands.

### *Base Park Delivery*

- 11.24 Prior to the issuance of the First Above Grade Building Permit for any building within Block 7, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements on Block 10, to the satisfaction of the General Manager, PFR.
- 11.25 Prior to the issuance of the First Above Grade Building Permit for any building within Block 7, the Owner shall post an irrevocable Letter of Credit in the amount of 120% of the estimated cost of the Base Park Improvements to secure the Base Park Improvements for Block 10 to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements. The Letter of Credit will be returned by the City upon the acceptance of the Base Park Improvements by the General Manager, PFR.
- 11.26 The construction of the Base Park Improvements within Block 10 shall be completed within the later of two years after conveyance of the park block and occupancy of any building on Block 7, 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 park block.

## **12. OPEN SPACE – FLOOD PROTECTION LANDFORM**

- 12.1 The Owner shall design and construct the Flood Protection Landform within Blocks 15 and 25 and within the portion of Street E that runs directly adjacent to Blocks 15 and 25 to the satisfaction of the TRCA and Engineering and Construction Services.
- 12.2 Prior to occupancy of the first building in the Plan of Subdivision, the Owner shall, at its sole cost and expense, subject to reimbursement in accordance with the Amended and Restated Master Section 37 Agreement, construct the Flood Protection Landform (Blocks 15 and 25) to base construction and convey the lands, and required access easements, to the City for nominal consideration. The base construction work includes the following:
- (a) Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;
  - (b) Grading inclusive of the maximum allowable amount of topsoil supply, in consultation with the TRCA; and
  - (c) Sodding #1 nursery grade or seeding with an approved mix determined by the landscape architects.
- 12.3 Prior to occupancy of the first building in the Plan of Subdivision, the Owner shall provide written confirmation from the TRCA that hydraulic modelling that demonstrates that the land on which the building is constructed is no longer susceptible to flooding due to the completion of the Flood Protection Features.

12.4 The Owner agrees to:

- (a) indemnify and release the City for any liability, costs or claims due to:
  - (i) Property damage, injury or loss of life from flooding arising from the construction activities by the Owner during or after construction, until construction of the Flood Protection Features is complete; or
  - (ii) Losses due to any delay in the occupancy of buildings on the Owner's lands caused by a failure of the construction of the Flood Protection Features being completed.

The above indemnity and release will not apply to any damage or losses resulting from flooding, or the existence of a flooding hazard, within the Plan that is caused by puncturing the existing rail berm by or under the direction of the City for the purpose of constructing the East Harbour Transit Hub including the Broadview Extension underpass structure, and the extension of Broadview Avenue north of the Plan, whether or not such flooding or flooding hazard would be addressed by the Flood Protection Features.

- (b) In the event that the Owner makes an application for a conditional or final building permit prior to completion of the Flood Protection Features, the Owner agrees that the Chief Building Official must not issue an occupancy permit unless the provisions of Ontario Regulation 388/18, as amended or succeeded, are met;
- (c) None of these Conditions of approval shall be read or interpreted so as to conflict with or fetter the discretion of the Chief Building Official to issue or refuse to issue a conditional Building Permit under S.8 of the Building Code Act; and
- (d) None of the requirements of this condition will apply to any building that complies with Clause 1.3.3.6(2) of Division C of the Building Code (as set out in section 3 of O. Reg. 388/18).

12.5 No underground services will be permitted within the FPL structure and or the Buffer Zone unless otherwise accepted by Engineering and Construction Services and TRCA.

**13. DEVELOPMENT CHARGE**

13.1 The Owner shall further acknowledge that it will be required to make all applicable Development Charge payments in accordance with the provisions of the City's development charges by laws.

13.2 The Owner shall acknowledge that entitlement for development charge credits for Services required to be provided pursuant to these conditions shall be subject to Council approval and will be set out in the Pre-Servicing Agreement and/or the Subdivision Agreement.

## **14. INNER HARBOUR WEST TUNNEL PROJECT**

### **General**

#### **14.1 The Owner acknowledges:**

- (a) The City plans to construct the Inner Harbour West Tunnel Project (IHWT), which is a component of the Don River & Central Waterfront Project, from approximately 2029 to 2035 (subject to change).
- (b) The IHWT is a combined sewer overflow storage and conveyance tunnel which will involve the construction of a deep shaft within the Keating Lands, adjacent to East Harbour. The shaft will provide an access point to lower a tunnel boring machine, equipment, supplies and other materials below ground and to remove rock and muck during the tunneling excavation process.
- (c) The hours of operation for the IHWT construction will be 24 hours a day, 7 days a week, 365 days a year.
- (d) A construction area will be located within the Keating Lands, south of Blocks 4, 5 and 11 in the Plan. A secondary construction area east of Broadview Avenue and south of the Blocks 6, 7, and 10 in the Plan is also contemplated. The IHWT construction area will accommodate shaft excavation and construction, tunneling operations, and related infrastructure works within the Keating Lands and Don Roadway, and will include the use of cranes, construction equipment and haulage vehicles, supplies, materials, excavated materials, as well as temporary construction offices and facilities. The Owner acknowledges that despite mitigation measures the City may implement, throughout IHWT site preparation, construction and demobilization phases, there may be noise, vibration, construction dust, odour, vehicular and equipment traffic, and lighting generated impacts.

14.2 The Owner (including any subsequent owner or tenant) acknowledges that the City may seek to enter into a Crane Swing Licence Agreement, if determined necessary by Engineering and Construction Services, on the City's standard form, to permit crane swing encroachment by IHWT equipment into the air space within the Plan north of the Keating Lands, provided that no loading/unloading, hoisting or swinging of any objects, materials or other live loads occurs over the lands within the Plan and any such crane swing does not interfere in any way with the development of the lands within the Plan.

### **Notice to Potential Tenants and Owners in Blocks 4 and 5 (Quadrant 3) and Blocks 6 and 7 (Quadrant 4)**

14.3 For any Quadrant 3 or 4 land transactions, whether by development, sale, lease, or licence, that occur prior to the completion of the IHWT project, the Owner, and all

successors in title to lands in the Plan, will ensure the inclusion of warning clauses in any relevant agreements, including but not limited to sale, leases, or licences, providing notice of anticipated disruptions as a result of the construction of the IHWT project as stated below:

- 14.4 “The owner/purchaser/tenant/developer (“the adjacent owner”) acknowledges and agrees that:
- (a) The City plans to construct the Inner Harbour West Tunnel Project (IHWT), which is a component of the Don River & Central Waterfront Project, from approximately 2029 to 2035 (subject to change).
  - (b) The hours of operation for the IHWT construction will be 24 hours a day, 7 days a week, 365 days a year.
  - (c) Proximity to the construction of the IHWT project may result in related impacts, including but not limited to, noise, vibration, construction dust, odour, vehicular and equipment traffic, and lighting interferences.
  - (d) The adjacent owner agrees that the herein acknowledgement and notice clause shall be inserted into any succeeding lease, sublease, sales agreement, or development agreement until the completion of the IHWT, and that requirement shall be binding not only on the parties hereto but also on their respective successors and assigns and shall not cease with the closing of any transaction or agreement.””

**15. QUADRANT 4 REMNANT PARCELS (BLOCKS 8 AND 9)**

- 15.1 The Owner shall be responsible for the on-going maintenance of Blocks 8 and 9 following the registration of those blocks.

**16. TORONTO AND REGION CONSERVATION AUTHORITY (NEW)**

- 16.1 To the extent required under the Conservation Authorities Act, the Owner shall obtain a permit under any applicable regulation, and otherwise comply with the provisions of any applicable regulation, in respect of the Flood Protection Landform. The application shall include a response to TRCA comments dated July 21, 2021 and October 3, 2022, and any subsequent comments, to TRCA’s satisfaction. Regardless of the TRCA’s permitting authority, the detailed design of the Flood Protection Landform shall be subject to approval of TRCA prior to the Release for Construction of Service for the Flood Protection Landform by the City.
- 16.2 Prior to the issuance of below grade permits for each building located within 30 metres of the Flood Protection Landform, the Owner shall submit a dewatering strategy to the satisfaction of the TRCA and City.

- 16.3 Prior to the issuance of below grade permits for all buildings located within 30 metres of the Flood Protection Landform, the Owner shall submit a shoring strategy to the satisfaction of the TRCA and City.
- 16.4 The Owner shall decommission and remove any existing services or utilities within the footprint of the Flood Protection Landform to the satisfaction of TRCA.
- 16.5 The Owner shall acknowledge through the Pre-Servicing Agreement and Subdivision Agreement that the Owner may be obligated at the time of site plan approval to provide a financial security to the satisfaction of TRCA and City to ensure any negative impacts to the completed Flood Protection Landform as a result of any excavation and / or the construction of any below grade structures for buildings located within 30 metres of the Flood Protection Landform prior to commencement of such excavation/construction, subject to TRCA receiving a rationale providing confirmation that the 30 metres is acceptable. The amount of the security will be determined at the time of site plan approval. Such securities shall be held for 2 years from the completion of the excavation or below grade works, as determined based on written certification from the Owner's architect to the satisfaction of the TRCA.
- 16.6 The Owner shall agree in the Subdivision Agreement to warrant the Flood Protection Landform for 2 years from the date the City issues notice of Acceptance of Services in respect of the Flood Protection Landform.
- 16.7 Prior to Acceptance of Services in respect of the Flood Protection Landform, the Owner shall prepare an Operations, Maintenance and Surveillance Manual to include a monitoring program for the Flood Protection Landform to the satisfaction of the TRCA and agree in the Subdivision Agreement to monitor the Flood Protection Landform from the date of Acceptance of Services to the end of the warranty period referenced in Condition 16.6.
- 16.8 Prior to Acceptance of Services in respect of the Flood Protection Landform, the Owner shall provide a report and as-built drawings signed and sealed by a Professional Engineer satisfactory to TRCA and the Peer Reviewer retained by TRCA at the Owner's expense, stating that the Flood Protection Landform is structurally and functionally complete, in accordance with the approved design documents, to a rough-grade condition on the dry side and to a final-grade condition with initial hydro-seeding on the wet side. For certainty, "rough-grade condition" does not mean or include final top grading above the core, hydro-seeding or the construction of any landscape improvements.
- 16.9 Prior to Release for Construction of Services in respect of the Flood Protection Landform, the Owner shall provide a MIKE flood model to TRCA to its satisfaction for incorporation into TRCA's master flood model for the Lower Don based on the proposed design of the Flood Protection Landform. Prior to Acceptance of Services in respect of the Flood Protection Landform, the Owner will submit to the TRCA to its satisfaction certification from its engineer that there are no changes to the as-built condition of the Flood

Protection Landform compared to the approved design that would change the results of the MIKE flood model, or submit an update to the MIKE flood model to reflect the as-built condition.

- 16.10 The Owner shall prepare and implement an Emergency Management Plan addressing life safety and property damage during and after construction until such time as the TRCA has confirmed in writing that the site is permanently flood protected. The Plan shall include a means of connecting the Owner's contractors to TRCA's Flood Forecasting and Warning Centre to provide advance notice of potential flood events, and specific actions deemed necessary to minimize risk to property damage.
- 16.11 Prior to final approval, the Owner shall cause to be included in the Subdivision Agreement clauses:
- (a) restricting occupancy until hydraulic modelling carried out by or on behalf of TRCA demonstrates that the lot or parcel of land on which the building is constructed is no longer susceptible to flooding due to the completion of the Flood Protection Features; and
  - (b) acknowledging that prior to the completion of the Flood Protection Features, TRCA may only issue a permit with conditions restricting human occupancy until the Flood Protection Features are complete.
- 16.12 Where the Owner is seeking to advance construction of buildings that require the issuance of a permit by the TRCA under the Conservation Authorities Act due to the existence of a flooding hazard on the Owner's Lands prior to the completion of the Flood Protection Features, the Owner agrees to:
- (a) make arrangements satisfactory to TRCA indemnifying them from any liability and costs the TRCA incurs as a consequence of the Owner commencing construction prior to the completion of the Flood Protection Features due to:
    - (i) property damage, injury, or loss of life from flooding within the Owner's lands arising from the construction activities by the Owner during or after such construction, until the Owner's lands are removed from the regulatory flood plain through completion of the Flood Protection Features is complete; or
    - (ii) losses due to delays in occupancy of buildings on the Owner's lands caused by a failure of the construction of the Flood Protection Features to be completed.
- 16.13 The Owner agrees that no occupancy of any new structure will be permitted until the construction of the Flood Protection Features is complete, to the satisfaction of TRCA.

- 16.14 Prior to registration of Phase 1 of the Plan of Subdivision, a Restrictive Covenant to the satisfaction of TRCA shall be registered on Block 25 and Block 15 and the portion of Street E within the footprint of the Flood Protection Landform stating that: “No below-grade structures, infrastructure or utilities that penetrate the Flood Protection Landform shall be permitted.”, and such covenant shall provide that all future works that may affect the stability and/or integrity of the Flood Protection Landform on the lands are reviewed and approved by the TRCA, irrespective of TRCA’s regulatory authority.
- 16.15 The Owner agrees that the installation of pavement, sidewalks and landscaping on the portion of Street E within the Flood Protection Landform will not commence until the Flood Protection Landform has been surveyed. “As built” drawings or plans showing the final location of the Flood Protection Landform shall be provided to the satisfaction of TRCA and Engineering and Construction Services prior to Acceptance of Services in respect of the Flood Protection Landform.
- 16.16 Prior to registration of Phase 1 of the Plan of Subdivision, the Owner shall register a Restrictive Covenant satisfactory to TRCA against a portion of Block 2 and 11 and the portion of Street E that is adjacent the footprint of the Flood Protection Landform that has the effect of prohibiting any above, on or below grade structures and infrastructure within the Buffer Zone, excepting accessory structures including benches, tables, landscaping, driveways and pathways, and like matters that are located above the core of the Flood Protection Landform.
- 16.17 The Owners shall prepare a Reference Plan to the satisfaction of the City and TRCA that delineates the lands to which the Restrictive Covenant noted in Condition 18.14 and 16.16 will apply.
- 16.18 The Owner agrees that any legal or external consultant costs incurred by TRCA necessary to effect the clearance of conditions shall be reimbursed to TRCA by the Owner.

## **17. TORONTO TRANSIT COMMISSION**

- 17.1 The Owner shall, notwithstanding Section 4.1 of the City’s Standard Subdivision Agreement, prior to each Release for Construction of Services for any of Phase of the Plan of Subdivision, provide details to TTC of any relocation of existing utilities or provision of new public utilities within 3000mm of the Base Transit Right-of-way Improvements within Broadview Avenue within the Plan of Subdivision.
- 17.2 If the Owner is constructing the Base Transit Right of Way Improvements in accordance with the Development Agreement for the Lands, the Owner shall acknowledge and agree that, notwithstanding the provisions of the Standard Subdivision Agreement, prior to the registration of Phase 1 of the Plan of Subdivision, all the Base Transit Right-of-way Improvements shall be constructed on the centre median transit right-of-way to the satisfaction of TTC and the Chief Engineer and Executive Director, Engineering and Construction Services.

- 17.3 If the Owner does not design, construct, and install the Base Transit Right-of-way Improvements, the Owner shall design, construct, and install the centre median of Broadview Avenue so as not to preclude the construction and installation of any future transit and so not to create any interference between Services and future transit infrastructure.
- 17.4 The Owner shall insert the following clause in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling or commercial unit within 60 metres of the right-of-way for the Broadview Avenue Extension:

The owner acknowledges and agrees that:

- (a) the proximity of the proposed development, to TTC infrastructure may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as “**Interferences**”) to the development;
- (b) the City of Toronto and TTC will not accept responsibility for Interferences on any of the development or its occupants;
- (c) the Owner had been advised by TTC to apply reasonable attenuation or mitigation measures with respect to the level of the Interferences on and in the development; and
- (d) a TTC Interferences Warning clause, as follows, has been, or shall be inserted into any rental agreement, or offer of purchase and sale, or lease and condominium declaration for each unit:

The Purchaser or Lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as [address] (the “**Development**”) to TTC infrastructure, presently in existence or subsequently constructed or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke, particulate matter, or other interferences (collectively referred to as “**Interferences**”) on or to the Development, and despite the inclusion of control features within the Development, Interferences from transit operations or construction activity may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Purchaser or Lessee agrees to release and save harmless the City of Toronto, the Toronto Transit Commission, together with their Council members and Board members (or designates, as applicable, officers, employees, successors, and assigns, from all claims, losses, judgments, or actions arising or resulting from any and all Interferences. Furthermore, the Purchaser or Lessee acknowledges and agrees that an Interferences clause substantially similar to the one

contained herein shall be inserted into any succeeding lease, sublease, or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with, but survive, the closing of the transaction.