

Attachment 3

City File No.: 21 119572 NNY 06 SB

CONDITIONS

The Chief Planner's approval as set out in the Notice of Decision letter dated ..., applies to Drawing No. D, prepared by D. A. Wilton, Ontario Land Surveyor, and dated April 2023. The following description of Block and Street references relate to the draft Plan of Subdivision:

- Block 1 – Mixed Use Development Block
- Blocks 3A and 3B – Apartment Neighbourhood Development Block
- Blocks 6 and 23A – Parkland Blocks
- Blocks 8, 27 and 28 – Natural Heritage Blocks
- Blocks 10 and 11 – Road Widening
- Blocks 12, 13, 29-31 – 0.3 metre Reserves
- Street A – Public Highway
- Block 23B – Other Lands Owned by Applicant

Legal Services:

1. The Owner shall enter into the City's standard Subdivision Agreement and satisfy all pre-registration conditions contained therein.

Community Planning:

2. The Owner shall enter into an Agreement pursuant to Section 37 of the Planning Act as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020, c. 18 came into force (the "Section 37 Agreement").
3. The Owner shall provide to the Director of Community Planning, North 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) and that there are no outstanding City initiated assessment or tax appeals made pursuant to section 40 of the Assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the Owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
4. If the subdivision is not registered within 5 years of the date of the draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.

5. The zoning by-law which permits the development must be in full force and effect.
6. The Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council and be encouraged to meet Tier 2 or higher of the Toronto Green Standards applicable at the time of each site plan application for each building on the Lands.

Engineering and Construction Services:

7. The Owner shall convey and dedicate all roads, road widenings and corner roundings shown on the plan.
8. The Owner shall convey all necessary easements to the City.
9. The Owner shall prepare all documents to convey lands in fee simple and easement interests to the City for nominal consideration, and at no cost to the City, such lands to be free and clear of all physical and title encumbrances, to the satisfaction of the Chief Engineer, Engineering and Construction Services (“Chief Engineer”) and the City Solicitor.
10. The Owner shall submit a draft Reference Plan of Survey to the Chief Engineer and Executive Director of Engineering & Construction Services, for review and approval, prior to depositing it in the Land Registry Office. The Reference Plan 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 conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements; and
 - c. show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.
11. The Owner shall pay all costs for preparation and registration of reference plan(s).
12. The Owner shall undertake an environmental site assessment for lands to be conveyed to the City in accordance with the terms and conditions of the standard subdivision agreement including providing payment for a peer reviewer and the submission of a Record of Site Condition.
13. The Owner shall pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.

14. The Owner shall submit financial security in accordance with the terms of the standard subdivision agreement.
15. The Owner shall apply stormwater management techniques in the development of this subdivision to the satisfaction of Engineering and Construction Services.
16. Proposed Street A, as shown on the draft plan of subdivision, shall be dedicated to the City and must be designed and constructed, to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services, as a fully-serviced 22.0 metre wide public road.
17. The Owner shall design and construct at no cost to the City, Street A, as a fully serviced 22.0 metre wide public road allowance based on approved Engineering Drawings with a minimum 2.1 metre wide concrete sidewalk along both sides of the street, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
18. Prior to the earlier of the registration of the Plan of Subdivision and the Release for Construction of Services, the Owner shall submit to the Chief Engineer and Executive Director of Engineering and Construction Services:
 - a. Regarding Toronto Hydro-Electric System Limited ("THESL") (distribution group):
 - i. copy of "offer to connect" (OTC);
 - ii. written confirmation from THESL that financial securities have been posted; and
 - iii. written confirmation that satisfactory arrangements have been made for the installation of an electrical distribution system for the subdivision.
 - b. Regarding Toronto Hydro Energy ("THESI") (streetlight group):
 - i. cost estimate of the construction/installation of streetlights, and the hydro inspection fee;
 - ii. financial security in amount of 130% of the streetlight cost estimate and inspection fee; and
 - iii. a copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made.
19. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services, the Owner shall prepare and submit, as required and to the satisfaction of the City, all technical reports, studies, and drawings, including but not limited to, functional servicing reports and plans, transportation studies, functional traffic designs, stormwater management reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing

plan, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan(s) of Subdivision as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

20. The Owner shall implement the recommendations of the technical reports, studies and drawings as accepted by the City, at no cost, and to the satisfaction of the City. For greater clarity, the Owner shall design and construct all roads, sewers, watermains, and their related appurtenances, internal and external to the plan of subdivision, as recommended in the technical reports as accepted by the City, at no cost, and to the satisfaction of the City.
21. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner agrees to revise and update the stormwater management report submitted to support the draft plan of subdivision to comply with the stormwater approach recommended in the Downsview Secondary Plan Master Environmental Servicing Report prepared by Arup Canada Inc., as accepted by the City, and resubmit to the Chief Engineer for acceptance.
22. Prior to earlier of registration of the plan of subdivision and release for construction of services, the Owner agrees to revise and update the functional servicing report submitted in support of the draft plan of subdivision to reflect the recommended municipal servicing for the William Baker District as identified in the Master Environmental Servicing Plan for the Downsview Secondary Plan prepared by Arup Canada Inc., as accepted by the City, and resubmit to the Chief Engineer for acceptance.
23. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner agrees to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the Chief Engineer if field conditions show that the implementation of the servicing and stormwater management strategies recommended in the previously accepted functional servicing and stormwater management reports need to be modified.
24. The Owner shall remove all surface and below-grade encroachments within the right-of-way limits of Keele Street, Sheppard Avenue West, and the proposed public road, Street A.
25. The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the City.
26. The Owner shall pay for, design and construct all municipal infrastructure and services to support the development, including infrastructure external to the plan, in accordance with City standards and specifications.
27. The Owner agrees to design and construct the permanent sanitary sewer system in accordance with the Downsview Secondary Plan Master Environmental

Servicing Plan to connect to the Keele Relief Sewer (KRS) to provide permanent sanitary servicing for the subdivision, to the satisfaction of the Chief Engineer, and at no cost to the City.

Transportation Services:

28. Prior to the registration of the plan of subdivision, the Owner shall revise the plan to denote the 0.3m reserve blocks along the boundaries of Blocks 1 to 5 of Street A and the public roads instead of between Street A and existing public roads. Upon registration of the M-Plan, the 0.3m reserve Blocks 12 and 13 will be lifted to allow legal access for construction.
29. Prior to earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque (amount to be determined) to the City of Toronto for the construction of the new public street (Street A). This includes all required sidewalks, parking lay-bys, and other features to be determined as part of the design process, to the satisfaction of the General Manager, Transportation Services.
30. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit traffic signal control drawings for signalized intersection at the new Public Street and Sheppard Avenue West, to the satisfaction of the General Manager, Transportation Services.
31. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit traffic signal control drawings for signalized intersection at the new Public Street and Keele Street, if required to the satisfaction of the General Manager, Transportation Services.
32. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined) for the traffic signal at Keele Street and the new Public Street (Street A), if required by the City of Toronto, to the satisfaction of the General Manager, Transportation Services.
33. Prior to the earlier of registration of the plan of subdivision and release for constructions of services, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined) for the traffic signal at Sheppard Avenue West and the new Public Street (Street A), as required, to the City of Toronto to the satisfaction of the General Manager, Transportation Services.
34. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a payment of (amount to be determined) for a 5-year maintenance fee for the proposed new traffic signal at Keele Street and the new Public Street (Street A) if required, to the satisfaction of the General Manager, Transportation Services.

35. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a payment of (amount to be determined) for a 5-year maintenance fee for the proposed new traffic signal at Sheppard Avenue West and the new Public Street (Street A) to the satisfaction of the General Manager, Transportation Services.
36. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a functional plan that includes the new pavement marking and signage on the new Public Street along with modifications at Keele Street and Sheppard Avenue West, to the satisfaction of the General Manager, Transportation Services.
37. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a payment to the City of Toronto in the form of a certified cheque (amount to be determined) for the cost related to the installation of the pavement marking and signage modifications and additions for Keele Street and the new Public Street (Street A), and Sheppard Avenue West and the new Public Street (Street A), to the satisfaction of the General Manager, Transportation Services.

Parks, Forestry and Recreation:

Parkland Dedication

38. The Owner agrees that the obligations and terms regarding the Parkland conveyances of Block 6 and Block 23A (15,476 square metres of parkland dedication) together with the associated improvements, will be secured in the Section 37 Agreement, to the satisfaction of the General Manager, Parks, Forestry and Recreation.

Ravine and Natural Feature Protection:

39. The Owner agrees that the obligations and terms regarding the conveyance of the 4.838 hectares of natural heritage woodlot - Blocks 8, 27, and 28, on the draft plan of subdivision, together with the associated terms, will be secured in the Section 37 Agreement, to the satisfaction of the General Manager, Parks Forestry and Recreation – Ravine and Natural Feature Protection Unit.
40. Prior to the earlier of the release for the construction of services and the registration of the Plan of Subdivision, the Owner shall provide a plan clearly showing and labeling to the satisfaction of PF&R (RNFP):
 - a. Phase 1 limits;
 - b. Natural Heritage Woodlot limits as previously staked with Urban Forestry located within Phase 1;
 - c. Buffers to be naturalized surrounding the Natural Heritage Woodlots within Phase 1; and,
 - d. conveyance of Natural Heritage Woodlots into public ownership.

41. Prior to the earlier of the release for the construction of services and the registration of the Plan of Subdivision, the Owner shall provide the following plans and reports to the satisfaction of PF&R (RNFP). All plans and reports noted below shall be harmonized to consistently and accurately demonstrate the proposal:
- a. Natural Heritage Impact Study;
 - b. Ecological Management Plan and/or Ravine Stewardship Plan including buffer naturalization;
 - c. Public Utility Plan;
 - d. Servicing Plan;
 - e. Grading Plan;
 - f. Sediment Control Plan;
 - g. Landscape and Planting Plan;
 - h. Soil Volume Plan;
 - i. Arborist Report;
 - j. Tree Protection Plan;
 - k. Planting/Restoration Plan; and
 - l. a Construction Management Plan.
42. Prior to the earlier of the release for the construction of services and the registration of the Plan of Subdivision, the Owner shall provide a Public Utility Plan and Servicing Plan to the satisfaction of PF&R (RNFP). The Plans shall identify existing servicing infrastructure located within the required woodlot buffer and/or Natural Heritage Woodlot limits in its current state, without replacement, upgrading, disturbance, etc. If the Plans do not demonstrate this, an alternate solution located outside of the Natural Heritage Woodlots and the required buffer are required to the satisfaction of PF&R (RNFP). The Plans shall show the footprint, limits of disturbance and demolition/construction details of all existing and proposed site services.
43. Prior to the earlier of the release for the construction of services and the registration of the Plan of Subdivision, the Owner shall provide an Arborist Report and Tree Protection Plan to the satisfaction of PF&R (RNFP).
44. Prior to Registration of the Plan of Subdivision, the Owner shall provide Landscape and Planting Plan(s) and Soil Volume Plan(s) to the satisfaction of PF&R (RNFP).
45. Prior to Registration of the Plan of Subdivision, the Owner shall provide an Ecological Management Plan and/or Ravine Stewardship Plan to the satisfaction of PF&R (RNFP). The Plan shall be prepared to the minimum standard as detailed in the City's "Guidelines for Development of a Stewardship Plan" document and shall detail objectives, strategies and actions based on accepted ecological principles to manage the woodlots and associated buffers.
46. The Owner agrees not to injure or remove trees of any size within any other part of the site identified in Schedule A of the Ravines and Natural Features Bylaw,

except by permit from Urban Forestry.

47. Prior to the Release for Construction of Services or Registration of the Plan of Subdivision or the commencement of any construction activity (including demolition or site preparation works), the Owner shall install tree protection measures in accordance with an approved Tree Protection Plan to the satisfaction of Parks, Forestry and Recreation (RNFP).
48. Prior to Registration of the Plan of Subdivision, the Owner shall submit a chronological, itemized cost estimate to the satisfaction of RNFP. The cost estimate is to show to the cost of preparing, implementing, installing and/or maintaining the Ecological Management Plan and/or Ravine Stewardship Plan to the satisfaction of Parks, Forestry and Recreation (RNFP).
49. Prior to Registration of the Plan of Subdivision, the Owner shall post a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, equivalent to one hundred and twenty percent (120%) of the value of the Ecological Management Plan and/or Ravine Stewardship Plan, as a Financial Security, to guarantee the delivery of said Plan to the satisfaction of Parks, Forestry and Recreation (RNFP). Should Urban Forestry prefer to complete the ecological management, the Owner agrees to provide the City with cash-in-lieu of the ecological management to the satisfaction of Parks, Forestry and Recreation (RNFP).
50. Prior to Registration of the Plan of Subdivision, the Owner shall complete all Ecological Management Plan and/or Ravine Stewardship Plan activities within the Natural Heritage Woodlots and associated buffers in accordance with the approved Plan and to the satisfaction of PF&R (RNFP). Any proposed revisions or substitutions to the ravine stewardship plan shall first be approved by RNFP. Once the ravine stewardship has been completed, notify RNFP at rnf@toronto.ca to arrange for an inspection of the site.
51. Prior to Registration of the Plan of Subdivision and prior to conveyance, the Owner shall naturalize the woodlot buffers in accordance with the approved Ecological Management Plan and/or Ravine Stewardship Plan and to the satisfaction of PF&R (RNFP). Any proposed revisions or substitutions to the ravine stewardship plan shall first be approved by RNFP. Once the ravine stewardship has been completed, notify RNFP at rnf@toronto.ca to arrange for an inspection of the site.
52. Prior to Registration of the Plan of Subdivision, the Owner shall complete all planting in accordance with the approved planting and to the satisfaction of Parks, Forestry and Recreation (RNFP). Any proposed revisions or substitutions to the planting plan shall first be approved by RNFP. Once the planting has been completed, notify RNFP at rnf@toronto.ca to arrange for an inspection of the site.

53. Prior to Registration of the Plan of Subdivision, the Owner shall implement the approved tree maintenance and preservation strategies as detailed in the arborist report/tree protection plan and to the satisfaction of Parks, Forestry and Recreation (RNFP).
54. The Owner shall maintain tree protection hoarding, root protection and/or sediment control during site disturbance activities in accordance with the approved plans and to standards as detailed in the City's Tree Protection Policy and Specifications for Construction near Trees (www.toronto.ca/trees/ravines) and to the satisfaction of Parks, Forestry and Recreation (RNFP). Tree protection hoarding, root protection and/or sediment control shall not be altered or removed until authorized by RNFP.
55. Once all construction activities have been completed, the Owner shall notify RNFP at rnf@toronto.ca to arrange for an inspection of the site and approval of removal of the tree and site protection measures.

Urban Forestry:

56. Prior to the earlier of the release for construction of services and registration of the plan of subdivision, the owner shall submit to the Supervisor of Urban Forestry, Tree Protection & Plan Review, an *Application to Injure or Destroy Trees on City/Private Property* with application fees involving twenty (20) private trees, Trees no. 1401, 1402, 1403, 569, 563, 608, 558, 564, 562, 559, 644, 579, 643, 578, 577, 648, 574, 867, 868 & 869, in the amount of \$8,227.00 in accordance with the Arborist Report prepared by Canada Lands Company CLC Limited, dated April 2022.
57. Prior to the earlier of the release for construction of services and registration of the plan of subdivision, the owner shall submit, in the form of an irrevocable Letter of Credit, credit card, or certified cheque payable to the Treasurer, City of Toronto, to the Supervisor of Urban Forestry, Tree Protection & Plan Review, a Tree Planting Security deposit for seventy-two (72) new City street trees proposed for planting, in the amount of \$41,976.00 in accordance with the Servicing Plans prepared by Counterpoint Engineering, dated April 22, 2022.

Urban Design:

58. Prior to the earlier of registration of the plan of subdivision and release for construction of services, the Owner shall submit a detailed grading plan and details of any retaining walls to the satisfaction of the Chief Planner and Executive Director, City Planning, and the General Manager, Transportation Services.

Toronto District School Board:

59. Prior to the earlier of the registration of the plan of subdivision, and the issuance of any building permit, the Owner shall erect and maintain signs, built to the

Toronto Board's specifications at points of egress and ingress of the development site, advising that:

"The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available. For information regarding designated schools, please call (416) 394-7526."

The Owner agrees to include the following warning clauses in all offers of purchase and sale for residential units (prior to registration of the plan, and for a period of 10 years following registration of the plan), that:

"Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred."

"Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board's policy, that students will not be bussed home to school but will meet the bus at designated locations in or outside of the area."

Toronto Catholic District School Board:

60. Prior to the earlier of the registration of the plan of subdivision and the issuance of any building permit, the Owner shall erect and maintain signs, built to the Board's specifications at points of egress and ingress of the development site, advising that:

"The Toronto Catholic District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available."

61. The Owner agrees to include the following warning clauses in all offers of purchase and sale of residential units (prior to registration of the plan, and for a period of 10 years following registration of the plan), that:

"Despite the best efforts of the Toronto Catholic District School Board, sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred."

"Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto Catholic District School Board in accordance with

the Board's policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area."

Bell Canada:

62. The owner shall grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
63. The owner shall contact Bell Canada during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.
64. The owner shall, prior to commencing any work, confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.
65. If the owner elects not to pay for the above noted connection, then the owner will be required to demonstrate to the satisfaction of the City that sufficient alternative communication/telecommunication will be provided to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

Rogers:

66. The Owner shall request mapping related to Rogers physical plant in the vicinity of the Site, and thereafter exercise caution when conducting excavation or construction around any Rogers physical plant in vicinity of the Site, which includes but is not limited to Aerial fibre and coaxial plant. A minimum clearance of 0.6 metres is required, and hand digging is required and crossing within 1 metre of Rogers plant. Locates are required.

Enbridge:

67. The owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea10@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and /or soil trenches) and/or asphalt paving.
68. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the owner.

69. Easement(s) are required to service this development and any future adjacent developments. The owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
70. The owner will contact Enbridge Gas Distribution's Customers Connections department by emailing SalesArea10@enbridge.com prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.
71. In the event a pressure reducing regulator station is required, the owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea10@enbridge.com.
72. The owner will grade all road allowances as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.
73. Enbridge Gas Distribution reserves the right to amend or remove development conditions.

Toronto Hydro:

74. A locate must be completed in the field to identify Toronto Hydro Infrastructure.
75. All proposed work must maintain the minimum horizontal and vertical clearances per Toronto Hydro Construction Standard 31-0100. Clearance measurements are taken from the edge of the hydro plant to the edge of the proposed work.
76. Any proposed trees must maintain a minimum of 1000mm horizontal clearance edge to edge from the Hydro plant.
77. A minimum of 3000mm clearance is required for any part of the building, or any temporary structures to out and most points of Hydro's overhead primary cables and related equipment.
78. Any damage to Toronto Hydro's plant will be repaired to Toronto Hydro's satisfaction at the project owner's expense.
79. The owner will contact Toronto Hydro COS West Design for disconnection and prior to equipment removal and any demolition and construction work.
80. If a relocation is needed, the developer will contact Toronto Hydro Utility Relocations group.
81. Any cost of pole relocation will be the responsibility of the owner.

Nav Canada:

82. NavCanada will be notified at least 10 days prior to the start of construction. The notification requirement can be satisfactorily met by returning a completed, signed copy of Nav Canada's 'Construction Start Notification' form to landuse@navcanada.ca or fax at 613-248-4094.

Advisory Notes:

1. Engineering and Construction Services has requested that the following paragraph be included as a note to draft approval:

“The Owner agrees to design and construct the sanitary servicing for the subdivision development of the Phase 2 lands in accordance with recommendations of the sanitary servicing identified in the Downsview Master Environmental Servicing Plan (MESP).”

2. Heritage Planning has requested that the following paragraphs be included as notes to draft approval:

“Heritage Planning concurs with the determination in the Stage 2 Archaeological Assessment Report (ASI 2016) that the Phase 1 Lands, as identified in the Phase 1 Draft Plan of Subdivision (TPP 2023), can be considered free of further archaeological concern and provides the following advisory comments:

- 1) In the event that deeply buried and/or previously undocumented archaeological remains are encountered on the property during construction activities, the Archaeology Programs Unit of the Ministry of Citizenship and Multiculturalism shall be notified immediately at archaeology@ontario.ca as well as the City of Toronto, Heritage Planning Unit at (416) 338-1095 or at eric.beales@toronto.ca.
- 2) In the event that human remains are encountered during construction, the proponent shall immediately contact Toronto Police Services, the Ministry of Citizenship and Multiculturalism at archaeology@ontario.ca and the Registrar/Manager Burials of the Ministry of Public and Business Service Delivery at FBCSARegistrar@ontario.ca.
- 3) If any expansions to the boundaries of the Phase 1 Draft Plan of Subdivision are proposed, further review will be required by the City of Toronto, Heritage Planning Unit to ensure that known or potential archaeological resources will not be impacted by any proposed expansion.”

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

An electrical distribution line operating at below 50,000 volts might be located

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

Canada Post:

The Owner is advised that Canada Post shall have the following conditions of approval at the time of Site Plan approval:

83. The owner will provide each uniquely addressed multi-unit building with its own centralized mail receiving facility.
84. These lock-box assemblies must be:
 - a. Rear-loaded – a requirement for all multi-unit buildings with 100 or more units;
 - b. Adjacent to the ground floor main entrance – the door to the delivery side must be adjacent to the ground floor front entrance - not a service corridor;
 - c. Accessible via the Canada Post lock/key system – concierge & private keys are not acceptable means of lobby/mailroom access; and
 - d. In compliance with Canada Post Standards – refer to the Delivery Standards Manual mentioned below.
85. The owner agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building's lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retro-fitted with a Canada Post deadbolt cylinder.
86. Grade level retail and residential units must also have centralized mail receiving equipment – either via privately owned lockbox or Canada Post Community Mailbox.
87. There will be no more than one mail delivery point to each unique address assigned by the City.
88. For any business that is classified as an institution, only one delivery point will be provided.
89. Any existing postal coding may not apply, the owner should contact Canada Post to verify postal codes for the project.

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