

Attachment 8: Draft Plan of Subdivision Conditions

1. The owner shall enter into the City's standard subdivision agreement and satisfy all pre-registration conditions.
2. The owner shall provide to the Director of Community Planning, Scarborough District, confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to section 40 of the assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
3. If the subdivision is not registered within 5 years of the date of draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.
4. The owner shall construct and maintain the development of the site in accordance with Tier 1, Toronto Green Standard, and the Owner will be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of Toronto Green Standards applicable at the time of the site plan application for each building on the site.
5. The owner shall not be entitled to and shall not proceed with any construction within the subdivision until entering into a subdivision agreement with the City and obtaining release for construction of services.
6. The owner shall not be entitled to and shall not proceed with any above-grade construction of any building within the subdivision until the roads have been constructed to base course asphalt together with services and the plan of subdivision has been registered.

Engineering and Construction Services

General

7. The owner shall convey and dedicate all roads, corner rounding, and road widenings shown on the plan of subdivision.
8. The owner shall, where required, submit a draft Reference Plan of Survey to the Chief Engineer and Executive Director of Engineering & Construction

Services (Chief Engineer ECS), for review and approval, prior to depositing it in the Land Registry Office. The plan should:

- 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.
9. The owner shall pay all costs for preparation and registration of reference plan(s).
 10. The owner shall convey to the City all 0.3 metre (one foot) reserves shown on the plan of subdivision.
 11. The owner shall convey all necessary easements (internal and external to the plan of subdivision) to the City.
 12. The owner shall prepare all documents to convey lands in fee simple and easement interests to the City for nominal consideration, such lands to be free and clear of all physical and title encumbrances to the satisfaction of the Chief Engineer, ECS in consultation with the City Solicitor.
 13. The owner shall pay engineering and inspection fees in accordance with the terms and conditions of the subdivision agreement.
 14. The owner shall submit financial security in accordance with the terms of the subdivision agreement and prevailing City of Toronto policies.
 15. The owner shall pay for, design and construct all municipal infrastructure required to service the plan of subdivision, including municipal infrastructure external to the plan of subdivision, to the satisfaction of the Chief Engineer, ECS. The condition does not preclude the owner from entering into agreements with other landowners with respect to any required municipal infrastructure.
 16. The owner shall construct all municipal infrastructure required pursuant to the subdivision agreement and these conditions in accordance with accepted engineering drawings.
 17. The owner shall pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.

18. The owner shall submit financial security in accordance with the terms of the standard subdivision agreement.
19. Prior to the earlier of registration of the plan of subdivision and the release for construction of services, an existing 0.30 metres reserve along proposed street B (Roman Abraham Boulevard) is required to be lifted as this reserve is located within the proposed widening.
20. Prior to the earlier of registration of the plan of subdivision and the release for construction of services, the owner shall submit for review and acceptance by the Chief Engineer, ECS., a detailed infrastructure phasing plan outlining the necessary infrastructure required to service the development, including infrastructure external to the plan of subdivision.
21. Proposed municipal roads must be designed and constructed in accordance with the City of Toronto Development Infrastructure Policy and Standards (DIPS) to the satisfaction of the General Manager of Transportation Services, and Chief Engineer, ECS. No deviation from pavement width and boulevard width is acceptable despite the conceptual cross-section in engineering reports and Urban Design Guidelines. Please refer to the City's Green Streets Technical Guidelines, dated November 2017 for the requirements that should be met for the new public roads and sufficient width of road needs to be provided to comply with the requirements.

Street Lighting

22. Prior to earlier of the release for construction of service and the registration of the plan of subdivision, the owner shall make satisfactory arrangements with THESL and THESI for the provision of the electrical distribution system and street lighting, respectively, to service the plan of subdivision.
23. Prior to the earlier of release for construction of services and registration of the plan of subdivision, the owner shall provide the City with financial security in the amount of 130% of the value of the cost estimate of the street lighting required to be installed to service the subdivision, to the satisfaction of the Chief Engineer, ECs.

Groundwater

24. The owner acknowledges and agrees that the long-term discharge of private water from buildings to municipal sewer system is prohibited in compliance with the current City's foundation drainage policy foundation drainage policy, as amended.

(<https://www.toronto.ca/services-payments/water-environment/water-sewer-related-permits-and-bylaws/sewers-by-law/managing-foundation-drainage/>).

25. Prior to earlier of the release for construction of services and the issuance of Notice of Approval Conditions for Site Plan Control for any building, if the owner proposes to discharge short-term groundwater to the City sewer system then the owner shall provide a Hydrogeology Report, which is specific to each building, to the satisfaction of Chief Engineer, ECS in consultation with the General Manager, Toronto Water. The Hydrogeology Report shall contain information regarding subsurface hydrologic and geologic conditions in an area or location and determine the quality and quantity of groundwater from the property and be in accordance with the City of Toronto Terms of Reference for Hydrogeology Reports. Groundwater quality shall be assessed for each proposed building. The groundwater quantity, including construction dewatering and permanent dewatering for each building, shall be provided in the Hydrogeology Report that is specific to the building and/or Phase.
26. The owner acknowledges and agrees that Discharge of Private Water (including but not limited to groundwater, construction wastewater, etc.) directly or indirectly into City's sewage works is prohibited under Toronto Municipal Code ("TMC") Chapter 681 – Sewers, unless the building, block or phase in the plan of subdivision has obtained discharge approval in the form of a Discharge Agreement under TMC 681-6 from General Manager, Toronto Water.
27. If the owner wishes to discharge short-term groundwater to the City's sewers, the owner must apply and obtain short-term discharge approval from General Manager, Toronto Water.
28. In the absence of a short-term discharge approval, the Owner must ensure and demonstrate that any private water (including but not limited to groundwater, construction wastewater, etc.) collected from the subject property is hauled away using a Ministry of the Environment, Conservation and Parks (MECP) approved hauler to ensure that no private water is discharged directly or indirectly into the City's sewage works and thereby comply with TMC Chapter 681 – Sewers.

Servicing study

29. Prior to earlier of the release for construction of services and the registration of the plan of subdivision, the owner shall provide a Functional Servicing Report and drawings outlining the internal and external municipal works necessary for the site to the satisfaction of the Chief Engineer, ECS. The Functional Servicing Report must include the following requirements:

- a. downstream sanitary sewer capacity analysis to confirm whether downstream sewer up to trunk sewer has the capacity to accommodate the sanitary peak flows from the site and identify any required downstream sewer upgrades; and
- b. flow tests and water distribution analysis to verify that water pressures and flows, including required fire flows are adequate to service the development of the buildings.

Improvements to Municipal Infrastructure External to Plan of Subdivision

- 30. The owner shall be responsible, at its own expense, for all necessary improvements to the municipal infrastructure external to the plan of subdivision, in accordance with the approved Functional Servicing Report, as accepted by the Chief Engineer, ECS and the General Manager, Toronto Water.
- 31. The owner shall pay engineering and inspection fees in accordance with the terms and conditions of the subdivision agreement for all necessary improvements to the municipal infrastructure external to the plan of subdivision.
- 32. The owner shall submit financial security in accordance with the terms and conditions of the Subdivision Agreement for all necessary improvements to the municipal infrastructure external to the plan of subdivision.
- 33. Prior to the release for construction of services, the owner shall obtain approval from internal and external agencies for the design improvements to the municipal infrastructure external to the plan of subdivision, including sanitary sewer and watermain and modification of existing storm sewer, and provide financial security for upgrading existing sanitary sewer and watermain and modification of existing storm sewer, all to the satisfaction of the Chief Engineer, ECS.
- 34. The owner agrees and acknowledges that all the necessary improvement to the municipal infrastructure external to the plan of subdivision must be constructed by the owner and operational by the City prior to first below-grade building permits.

Stormwater Management and Green Infrastructures Measures

- 35. Prior to release for construction of municipal services, the owner shall prepare a servicing and stormwater management report, and apply stormwater management techniques in the development of the plan of subdivision according to current municipal and provincial standards at the time of design municipal infrastructure (including streets and municipal services) with no

changes and alterations to existing minor and major drainage patterns, all to the satisfaction of the Chief Engineer, ECS.

36. Prior to the earlier of release for construction of services and registration of the plan of subdivision, the owner must provide a stormwater management report to demonstrate that water quantity and water quality control requirements in accordance with the City's applicable requirements, including control for 100-year storm and release at allowable 2-year flow rate are met for public streets in accordance with the City's Design Criteria for Sewers and Watermains as accepted by, and to the satisfaction of, the Chief Engineer, ECS.
37. Prior to the earlier of release for construction of services and registration of the plan of subdivision, the owner must provide a stormwater management report to demonstrate the water balance and water quantity control requirements of stormwater management in private blocks must be overcompensated in most practical way to reduce the size of proposed municipal infrastructure in public streets, as accepted by, and to the satisfaction of, the Chief Engineer, ECS.
38. Prior to the earlier of release for construction of services and registration of the plan of subdivision, the owner shall design stormwater management for public services in such a way that Low Impact development measures (LID) including but not limited to Silva Cells will not be considered to address water quality, water quantity and water balance for the proposed public streets.
39. The owner agrees and acknowledges, that prior to release for construction of municipal services, to design Silva Cells in such a way that maintain required clearances from the proposed or existing municipal watermain in compliance with Design Criteria for Sewers and Watermains.
40. The owner shall implement green infrastructure within municipal right-of-way to be in compliance with the following City of Toronto Green Infrastructure Guidelines or such guidelines as may be updated, to the satisfaction of the Chief Planner, the Chief Engineer, ECS, the General Manager, Transportation Services and the General Manager, PFR:
 - a. Green Streets: www.toronto.ca/services-payments/building-construction/infrastructure-city-construction/construction-standards-permits/standards-for-designing-and-constructing-city-infrastructure/?accordion=green-infrastructure-standards
 - b. Construction standards: <https://www.toronto.ca/services-payments/building-construction/infrastructure-city-construction/construction-standards-permits/standards-for-designing-and-constructing-city-infrastructure/?accordion=green-infrastructure-standards>

[constructing-city-infrastructure/construction-specifications-drawings-for-green-infrastructure/](#)

c. Toronto's Green Streets project selection process:

[https://www.toronto.ca/wp-content/uploads/2021/09/9680-ecs-specs-gi-appendix-a-green-streets-selection-process-Sep2021.pdf](#)

d. The lifecycle activities guide: [https://www.toronto.ca/wp-](#)

[content/uploads/2021/08/961c-ecs-specs-gi-life-cycle-activities-green-infrastructure-Sep2021.pdf](#)

41. Prior to acceptance of the green infrastructure (Low Impact Development measures), the owner shall pay for the installation and the monitoring of the Green Infrastructure. Prior to acceptance of the green infrastructure, the owner acknowledges that the City will hire third-party consultants to monitor the Green Infrastructure and that the Owner is responsible for paying all costs associated with the retaining such third-party consultant.
42. Prior to earlier of release for construction of the municipal services, the owner shall coordinate with the City of Toronto Parks, Forestry and Recreation division to determine their requirements in terms of grading, stormwater management, and servicing requirements in detail design of the subdivision and municipal services.
43. Prior to the issuance of a Notice of Approval for a development Block, the City Fire Services will review their requirements for the specific Block/Building.
44. The owner shall undertake and complete required environmental site assessment(s) for lands conveyed and dedicated to the City on the plan of subdivision or otherwise required to be conveyed in accordance with the terms and conditions of the subdivision agreement, including retaining a Qualified Person (QP), providing payment for a peer reviewer and the submission of environmental information and a Record of Site Condition (RSC) satisfactory to the Chief Engineer, ECS, which shall be completed prior to the registration of the plan of subdivision or applicable conveyance.

Transportation Services

45. The owner shall pay all costs related to the installation of pavement markings and signage including the modifications of existing pavement markings and signage and an extension of the central median along Markham Road north of the proposed street B (Roman Abraham Boulevard).

46. The owner shall pay all costs and be responsible for the following works:
- a) Design and construction of all new public streets to the satisfaction of the Chief Engineer, ECS and the General Manager, Transportation Services; and
 - b) Widening of existing sidewalks along Markham Road and Ellesmere Road and extension of the central median along Markham Road, north of Street B (Roman Abraham Boulevard), as shown in the plans and to the satisfaction of the Chief Engineer, ECS and the General Manager, Transportation Services.
47. Prior to the registration of the Plan of Subdivision or the Release for Construction of Services, the owner shall submit for review and acceptance a plan or plans showing:
- a) the proposed pavement markings and signage for all new roads;
 - b) modifications of the pavement markings and signs, if required, on the existing roads;
 - c) the minimum pedestrian clearway of 2.1 metres on all roads and at intersections; and
 - d) 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 site.
48. The owner shall pay for the signal timing adjustments at the intersections of Markham Road at Brimorton Drive and Markham Road at Ellesmere Road;
49. Proposed municipal roads must be designed and constructed in accordance with the City of Toronto Development Infrastructure Policy and Standards (DIPS) to the satisfaction of the General Manager of Transportation Services, and Chief Engineer and Executive Director of Engineering & Construction Services. No deviation from pavement width and boulevard width is acceptable despite the conceptual cross-section in engineering reports and Urban Design Guidelines. Please refer to the City's Green Streets Technical Guidelines, dated November 2017, for the requirements that should be met for the new public roads, and sufficient width of the road needs to be provided to comply with the requirements.
50. Prior to the registration of the plan of subdivision, the owner agrees to include the following warning clauses in all agreements of purchase and sale and/or lease agreements, and registered on title to the satisfaction of the City Solicitor:
- a) Purchasers are advised that where sidewalks are located adjacent to the curbs or where the ROW width is less than 18.5 metres, sidewalk snow

- clearing, and driveway windrow clearing will not be carried out by the City. It will be the responsibility of the abutting property owner.”; and
- b) There is a City by-law that prohibits the use of the public boulevard to satisfy parking space requirements. Casual parking (not required parking) is permitted within the confines of that portion of the boulevard within a private driveway., provided that no motor vehicle may be parked in the driveway less than 0.3 metres from the back edge of the sidewalk, or where no sidewalk exists, not less than 2.0 metres from the face of the curb or edge of the roadway. Additional vehicle parking that might otherwise be available on public streets will be subject to approval and regulations pursuant to applicable By-laws of the City of Toronto.”
51. Prior to final registration of the plan of subdivision, the owner agrees to provide its Solicitor’s confirmation to the City advising that the clauses set out above have been included in applicable offers of purchase and sale and/or lease agreements to ensure that future occupants are aware of the parking restrictions on these lands.
52. The owner shall agree that all lot layouts shall create street frontages such that no driveway entrance shall overlap with the adjacent driveway approach within the boulevard. All driveway entrances shall be constructed (minimum width of 3 metres) to the satisfaction of the Chief Engineer and Executive Director of Engineering & Construction Services.

Urban Forestry

53. Prior to the registration of the plan of subdivision, the owner agrees to submit an Arborist Report, Tree Preservation Plan and Landscape Plan, to the satisfaction of the General Manger of Parks, Forestry and Recreation.
54. Prior to the registration of the plan of subdivision, the owner agrees to provide a street tree planting plan, in conjunction with a Public Utility Plan that indicates the species, size and location of all proposed street trees, as these relate to the location of any roads, sidewalks, driveways, street lines and utilities, to the satisfaction of the General Manager of Parks, Forestry and Recreation.
55. Prior to the registration of the plan of subdivision, the owner agrees to provide a Public Utility Plan, indicating the location of all underground and above ground utilities, as well as proposed tree planting locations, to the satisfaction of the General Manager of Parks, Forestry and Recreation and Engineering and Construction Services.
56. Prior to the registration of the plan of subdivision, the owner agrees to submit an application and pay the required fees and to provide 70 mm

diameter caliper replacement trees for the removal of trees that are subject to the City's Private Tree By-law and associated regulations in effect on the date of draft approval of the plan of subdivision. The ratio of replacement trees will be determined by Urban Forestry. Replacement trees will be planted on site in accordance with Urban Forestry Services requirements, or if no suitable location on site can be provided, the Owner may pay cash-in-lieu of planting, to the satisfaction of the General Manger of Parks, Forestry and Recreation.

57. Prior to the registration of the plan of subdivision, the owner shall post a Letter of Credit equal to 120% of the value of the street trees (\$583/tree), to guarantee the planting and maintenance by the owner of the new street trees for a period of two years after the planting date, to the satisfaction of the General Manager of Parks, Forestry and Recreation.
58. Prior to the registration of the plan of subdivision, the owner agrees to prepare an information booklet outlining the tree planting strategy within the community and the ongoing responsibilities of the homeowners and the City in order to achieve a successful urban tree planting strategy within the Subdivision. The booklet will be prepared to the satisfaction of the General Manger of Parks, Forestry and Recreation and will be distributed to all homeowners for all dwellings within the Subdivision.
59. The owner agrees that the following clause will be included in all agreements of purchase and sale and/or rental/lease agreements for any lands within the proposed plan of subdivision:

“The Purchaser(s) and/or Tenant(s) are hereby advised that they may not receive a street tree in front of their property.”
60. Prior to the registration of the plan of subdivision, the owner agrees to provide its Solicitor's confirmation to the City advising that the above clause has been included in all agreements of purchase and sale and/or rental/lease agreements within the plan of subdivision to ensure that future occupants are aware that they may not receive a street tree in front of their property and be registered on title to the satisfaction of the City Solicitor.
61. Prior to any site work, the Owner agrees to protect all existing trees associated with the subdivision for which approval to remove or injure has not been granted, in accordance with the approved Arborist Report and Tree Preservation Plan, to the satisfaction of the General Manger of Parks, Forestry and Recreation.
62. Prior to any site work, the owner agrees to install tree protection barriers and signage for trees to be preserved in accordance with the approved Arborist Report and Tree Preservation to the satisfaction of Parks, Forestry and

Recreation and to maintain the barriers in good repair until removal has been authorized by Urban Forestry, on behalf of General Manager of Parks, Forestry and Recreation.

63. The owner shall agree in the subdivision agreement to notify all builders, contractors and agents of all tree protection requirements where any part of the development will be carried out by them on behalf of the owner to the satisfaction of the General Manager of Parks, Forestry and Recreation.
64. The owner agrees to Urban Forestry prior to commencement of planting trees on City road allowance and on private property or within common areas. The owner further agrees to plant trees in accordance with the approved Landscape Plan and Composite Utility Plan, to the satisfaction of the General Manager of Parks, Forestry and Recreation.
65. Following the planting of street trees, the owner agrees to provide a Certificate of Completion of Work and an as-installed plant list in the form of a spreadsheet identifying street trees, as shown on the approved planting plan, by street addresses. The as-installed plant list shall also include tree species, calliper, condition and specific location of the trees by identifying two points of references (i.e., distances in meters from the curb, sidewalk, driveway, utility pole or pedestal).

Parks, Forestry and Recreation

Parkland Dedication

66. As a component of the registration of plan of subdivision, the owner shall convey parkland to the satisfaction of the General Manager, Parks, Forestry & Recreation (PFR).
67. The owner will be required to convey the 830 square metres of the development site for public parkland purposes. The subject parkland conveyance is to be free and clear, above and below grade of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements.
68. The owner is to pay for the costs of the preparation and registration of all relevant documents. The owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the new parkland.

Fire Separation Distance – Ontario Building Code (OBC)

69. Prior to the fee simple transfer of the park block to the City, the park 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. 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, 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.

Environmental Assessment

70. In accordance with the Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act adopted by City Council on February 10 and 11, 2015, the City cannot accept lands without the fulfillment of the environmental assessment requirements described in Condition 68. below. Depending on the site condition and remediation requirements, this mandatory process can take a substantial amount of time. It is strongly advised that the owner consult their Qualified Person to understand their site-specific obligations and timelines required for their land dedication and to initiate this process early. The City will under no circumstance accept lands with on-going groundwater and/or vapour monitoring.
71. Prior to conveying the parkland 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 consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with O. Reg. 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, Engineering & Construction Services (ECS) and copy to the General Manager, PFR;
 - 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 \$8,000.00 towards the cost of the Peer Review in the form of a certified cheque, to the Executive Director, ECS. 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 Remedial Action Plan based on the site condition standards approach, to the Executive Director, ECS;
 - 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 Executive Director, ECS for peer review and concurrence, which states:
 - a. In the opinion of the Qualified Person:
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 to the extent that the opinion of the Qualified Person 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.
 - b. Land to be conveyed to the City meets either:
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 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.
72. The Qualified Person's statement, referenced in condition 68. 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, insurance requirements or such greater amount specified by the Executive Director, ECS.
73. For conveyance of lands requiring a Record of Site Condition (RSC):
- a) file the Record of Site Condition (RSC) on the Ontario Environmental Site Registry; and

- b) 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 Executive Director, ECS and to the General Manager, PFR.
- c) as a pre-condition of Site Plan approval, the Owner must provide a complete Environmental Phase I and subsequent Phase II report(s), if required, to be peer reviewed through the City process per Condition #5 to the satisfaction of the General Manager, PFR and Executive Director, ECS. Should the Owner convey the parkland after 18 months of all of the Environmental assessment reports, the cost of updating such reports will be at the expense of the Owner.

Park Construction

Base Park Improvements

- 74. The owner, at their expense, will be responsible for the base construction and installation of the parkland. The Base Park Improvements include the following:
 - a) demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;
 - b) grading inclusive of 300mm depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with 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; 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. In the case where no risk assessment of the site was required, all materials brought on site shall comply with the Ontario Reg. 153/04 Table 3 RPI standards;
 - c) sodding #1 nursery grade, fencing, where deemed necessary;
 - d) sanitary and storm service connections with manholes at streetline;
 - e) water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - f) street trees along all public road allowances abutting City-owned parkland; and
 - g) standard park sign (separate certified cheque required).
- 75. The owner shall complete all work to the satisfaction of the General Manager, PFR.
- 76. As a pre-condition of Site Plan approval, the owner shall submit drawings/plans to demonstrate the incorporation of the servicing connections

- (civil and grading plan) in the parkland dedication, as noted within the Base Park Improvements.
77. Prior to the issuance of the first above grade building permit, the owner shall submit a cost estimate and any necessary plans for the Base Park Improvements, to the satisfaction of the General Manager, PFR.
 78. Prior to the issuance of the first above grade building permit, the owner shall post an irrevocable Letter of Credit in the amount of 120% of the value of the Base Park Improvements for the parkland 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.
 79. The construction of the Base Park Improvements to the park block shall be completed within two years after the issuance of the first above grade building permit, 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.
 80. Should the owner undertake Base Park Improvements on the 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 during any interim use of or work carried out by the owner on the park.

Temporary Fencing

81. Prior to conveyance of the parkland, the owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.

Parkland Grading and Drainage

82. 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.
83. The owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park.

Above Base Park Improvements

Credit against DCs for Above Base Park Improvements

84. Should the owner agree to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges, the following conditions shall apply:
 - a) The owner agrees to design and construct the Above Base Park Improvements to the new park for a development charge credit against Parks and Recreation component of the Development Charges to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of the cost to the owner of installing the Above Base Park Improvements, as approved by the General Manager, PFR, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City's Development Charges By-law, as may be amended from time to time.
85. Prior to the issuance of the First Building Permit or the permit that triggers the payment of the Development Charges, but in no event shall it be later than the issuance of the First Above Grade Building Permit, the owner shall submit a Letter of Credit equal to 120% of the Parks and Recreation component of the Development Charges.
86. Prior to the issuance of the first above grade building permit, the owner shall submit a cost estimate and any necessary plans including working drawings, specifications, and landscape plans showing the scope and detail of the work for the Above Base Park improvements, for review and approval by the General Manager, PFR.
87. The owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of the park are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the parkland shall be at the discretion of the General Manager, PFR.
88. The construction of Above Base Park Improvements to the park block shall be completed within two years after the issuance of the first above grade building permit 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.

89. Should the owner undertake Above Base Park Improvements on the 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 during any interim use of or work carried out by the owner on the park.

Warranty

90. The oOwner, upon satisfactory completion of the construction and installation of the Base Park and Above Base 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. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charges for the development, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement Letter of Credit. 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.
91. 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.
92. 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 copy 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.
93. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

94. **Parkland Occupation - Construction Staging Agreement** The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited unless an agreement has been entered into with Business Services, PFR. The agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The agreement must be secured prior to the issuance of any shoring and excavation permits. The Owner will indemnify the City against any claim during any interim use of or work carried out by the Owner on the park. Any compensation accrued shall be applied to park improvements within the ward in consultation with the Ward Councillor.
95. The Owner will be required to provide an environmental assessment report, prepared by a Qualified Person, at the end of the permitted occupation to verify that the parklands continue to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes. If deemed necessary, the Owner may be required to provide an RSC after the staging period. The Owner will be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum and for another RSC if required. The construction of the park shall commence only after the verification that the parklands continue to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes.