

Attachment 4: Draft Plan of Subdivision Conditions

City File No.: 21 140282 STE 10 SB

CONDITIONS

The following conditions apply to the Draft Plan of Subdivision drawing, prepared by Schaeffer Dzaldov Bennett Ltd., Ontario Land Surveyors, and dated June 3, 2024. The plan of subdivision is for lands which are part of Block 2, Plan 66M-2394.

The plan of subdivision is composed of the following Blocks:

Block 1 – 0.525 ha (5246.8 m²) – Office/Commercial/Residential
Block 2 – 0.290 ha (2,901.8 m²) – Commercial/Residential
Block 3 – 0.047 ha (473.6 m²) – Private Open Space
Block 4 – 0.091 ha (912.0 m²) – Public Park
Block 5 – 0.038 ha (384.7 m²) – Maintenance Easement
Block 6 – 0.037 ha (370.0m²) – Public Park
Public Street – 0.184 ha (1,837.5 m²) – The Snooker Street Extension

The plan of subdivision may proceed in phased manner, generally in accordance with the following phases:

- **Phase 1:** Blocks 1, 4, 5, 6 and the Public Street
- **Phase 2:** Block 2 and 3

Legal Services

1. The Owner shall enter into the City's standard Subdivision Agreement and satisfy all pre-registration conditions contained therein.
2. The Subdivision may be registered in a phased manner.
3. The Owner shall register a s.118 Title Restriction in favour of the City on the following portions of the subject lands: Block 4, Block 6, and the Public Street.

Community Planning

4. The approval of this Plan of Subdivision will lapse and become null and void if the Plan of Subdivision is not fully registered within 7 years of the date of draft plan approval.
5. The Owner shall, at a minimum, construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by the Toronto City Council, as amended, 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.

6. The Owner agrees to implement all pedestrian wind mitigation measures recommended in the Pedestrian Wind Assessment Report for each site plan approval within the subject lands, to be submitted and reviewed to the satisfaction of the Chief Planner and Executive Director, City Planning.
7. The Owner agrees to implement all noise mitigation measures recommended in the Noise Impact Report for each site plan approval within the subject lands, to be submitted and reviewed to the satisfaction of the Chief Planner and Executive Director, City Planning.
8. No Site Plan Control application for a building or structure shall be approved prior to registration of the applicable phase of the draft plan of subdivision.
9. The Owner shall provide 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) 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*.

Engineering and Construction Services and Transportation Services

10. The Owner shall provide hydraulic analysis to support the proposed 300mm watermain.
11. The Owner shall dedicate all roads, corner roundings and road widenings shown on the plan.
12. The Owner shall convey all necessary easements (internal and external) to the City.
13. 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 and Executive Director of Engineering & Construction Services in consultation with the City Solicitor.
14. The Owner shall submit a draft Reference Plan of Survey to the Chief Engineer and Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office. The 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.
- 15. The Owner shall pay all costs for preparation and registration of reference plan(s).
- 16. Prior to registration of the Plan of Subdivision, the Owner shall undertake an environmental site assessment for lands for the public street to be conveyed to the City in accordance with the terms and conditions of the standard subdivision agreement including providing payment for a peer reviewer and the submission of a Record of Site Condition (RSC).
- 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 standard subdivision agreement.
- 19. 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. This includes, but is not limited to, the proposed sanitary sewer, storm sewer and watermain external to and within the plan of subdivision.
- 20. Prior to registration of the Plan of Subdivision, the Owner shall submit to the Chief Engineer & Executive Director, Engineering & Construction Services and the General Manager, Transportation Services for review and acceptance, a detailed infrastructure phasing plan outlining the necessary infrastructure required to service all phases of the lands.
- 21. Prior to registration of the Plan of Subdivision, the Owner shall submit to the Chief Engineer & Executive Director, Engineering & Construction Services for review and acceptance, all revisions and/or updates to the Functional Servicing and Storm Water Management reports.
- 22. Prior to release for construction of services, the Owner shall update the accepted Functional Servicing Report which includes modelling for the proposed watermain network servicing the development, including the stormwater management strategy, if directed by the Executive Director, Engineering & Construction Services in the event that the Executive Director, Engineering & Construction Services determines that field conditions are not suitable for implementation of the servicing and storm water strategy recommended in the Functional Servicing Report prior to proceeding to the next development phase.
- 23. Prior to Release for Construction of Services, the Owner shall submit detailed engineering drawings and, if there have been any revisions, an updated functional servicing and stormwater management report for each phase of the subdivision for review and acceptance, all to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services.
- 24. The Owner shall apply stormwater management techniques in the development of this subdivision to the satisfaction of Engineering & Construction Services.

25. The Owner shall submit a Construction Management Plans (CMP) for each stage of the construction process. These plans must illustrate the location of employee and trades parking, heavy truck access points, material storage, construction site fencing and overhead cranes. We advise the applicant that they cannot use the municipal right-of-way for construction-related purposes without first receiving written authorization from our Permits and Enforcement Section, including payment of the necessary fees.
26. Prior to the Release for Construction of Services, the Owner shall submit to the Executive Director, Engineering & Construction Services and the General Manager, Transportation Services for review and acceptance, a plan or plans, showing the following in substantial accordance with functional plan Drawings FD-1 and FD-2, dated January 31, 2023 by BA Group:
 - 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 site;
 - b. The proposed pavement markings and signage for all new roads; and
 - c. Any modifications required to the pavement markings and signs on the existing Roads.
 - d. minimum pedestrian clearway of 2.1 metres on all Roads and at intersection of all roads.
27. The Owner agrees to pay all costs associated for the pavement marking and signage modifications and installations for the overall site.
28. Prior to the Release for Construction of Services, the Owner shall submit to the Executive Director, Engineering & Construction Services the following documents:
 - a. Regarding Toronto Hydro-Electric System Limited (distribution group):
 - i. A copy of "offer to connect" (OTC),
 - ii. Written confirmation that financial securities have been posted, and
 - iii. Written confirmation that satisfactory arrangements have been made.
 - b. Regarding Toronto Hydro Energy (streetlight group):
 - i. A 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.
 - iii. A copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made.
- 29. The Owner shall identify in the Subdivision Agreement the triggers and timing of the construction, dedication and assumption, by the City, of the proposed public right-of-way, generally in accordance with the Phasing Plan.
- 30. Prior to the earlier of the registration of the Plan of Subdivision or the Release for Construction of Services, submit to the City financial security in the amount of 120% of the value of the cost estimate of the street lighting required to be installed under this Agreement, to the satisfaction of Engineering & Construction Services.
- 31.

Parks, Forestry and Recreation

- 32. Prior to the earlier of issuance of the First Above Grade Building Permit for Phase 2 or five (5) years after issuance of the First Above Grade Building Permit for Phase 1, the Owner shall:
 - (a) Convey, in fee simple to the City, Block 4, a minimum of 912 square metres of land for public park purposes to the satisfaction of the of General Manager, Parks, Forestry, and Recreation and where the Parkland shall satisfy the Owner's Statutory Parkland Dedication requirement.
 - (b) Reserve Block 6, a minimum of 370 square metres of land for public park purposes, to the satisfaction of the of General Manager, Parks, Forestry, and Recreation, and enter into an Agreement of Purchase and Sale (APS) with the City. The APS process should begin at least six (6) months prior to conveyance.
 - (c) Convey the parkland free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances, unless otherwise permitted in writing by the General Manager, Parks, Forestry, and Recreation or as otherwise permitted by this Agreement, and free and clear of all title encumbrances including, but not limited to all easements, rights-of-way, leases, charges, and encroachments, including surface and subsurface easements, to the satisfaction of General Manager, Parks, Forestry, and Recreation and the City Solicitor; and
 - (d) complete the environmental obligations outlined in this Agreement to the satisfaction of General Manager, Parks, Forestry, and Recreation.
- 33. Prior to the issuance of the first Above Grade Building Permit for Block 1, the Owner shall:

- (a) submit separate plans and supporting preliminary cost estimates for the proposed Base Park Improvements and the Above Base Park Improvements (the “Park Improvements – Block 4 and 6 Collectively”); and
 - (b) post a separate Financial Security to secure the Park Improvements in the amount of 120% of the value of the Base Park Improvements (“Base Park Improvements Security”) to the satisfaction of General Manager, Parks, Forestry, and Recreation. This Financial Security shall be held for the installation and warranty of the Base Park Improvements. No credit shall be given toward the Parks and Recreation component of the Development Charges for costs associated with the Base Park Improvements.
- 34. Prior to the issuance of the First Building Permit for Block 1 or the permit that triggers the payment of the Development Charges for Block 1, but in no event shall it be later than the issuance of the First Above Grade Building Permit for Block 1, the Owner shall:
 - (a) submit a Letter of Credit equal to 120% of the Parks and Recreation component of the Development Charges (“Above Base Park improvements Security”). This Financial Security shall be held for the installation and warranty of the Above Base Park Improvements.

Urban Forestry

- 35. Prior to any registration of the Plan of Subdivision, the Owner shall submit an updated Landscape Plan outlining the number of trees and related soil volumes by subdivision phase to the satisfaction of the General Manager of Parks, Forestry and Recreation. For any by-law protected tree to be removed, a tree application must be made to the Forestry and Recreation of the City.

APPENDIX A - ADVISORY

Toronto Transit Commission

1. The Owner is advised of the following:
 - (a) As the Site is near the 504 King Streetcar operations noise, vibration, electro-magnetic interference (EMI) and stray current may be transmitted from TTC operations. The TTC will not accept responsibility for such effects on any building(s) and/or occupants.
 - (b) Attenuation measures so that the levels noise, vibration, electro-magnetic interference (EMI) and stray current on the proposed development will be at the lowest feasible levels.
 - (c) Prospective purchasers and lessees shall be advised of the above through clauses in purchase and sale and/or rental agreements.

Transportation Services

2. The Owner is advised of the following:
 - (a) As a condition of site plan approval, the applicant will be required to indicate/illustrate the provision of raised tactile profiles in accordance with the requirements of the new standards incorporated in Province of Ontario - Design of Public Spaces Standards – Part IV.1 Of Ontario Regulation 191/11, the bottom edge of the curb ramps in the sidewalk at the at the adjacent intersections.
 - (b) Detailed site access comments will be provided in conjunction with the future applications for each respective development block.
 - (c) Additional comments with respect to access, parking, loading, landscape/streetscape and materials within the existing and proposed public rights-of-way and other site plan matters will be provided in conjunction with the future site plan applications for each development block of this project, as further discussed in this report.
 - (d) Approval from Transportation Services is required for all work that will be carried out within the abutting public rights-of-way, which may include but not be limited to financial responsibility for removal or relocation of existing street furniture (transit shelters, benches, litter bins, bicycle locking rings, etc.). The Owner must contact Street Furniture Management to co-ordinate the removal or relocation of Astral street furniture or bicycle locking rings. There are third-party costs associated with the removal and relocation of Astral street furniture and costs to remove the City of Toronto bicycle locking ring(s). The City and Astral will not undertake any work associated with removing, reinstalling or relocating existing street furniture until it receives

payment. If clarification is required on how the above standards will apply to this site, the Owner can contact Street Furniture Management at streetfurniture@toronto.ca. For all other works within the public right-of-way, the Owner can contact Right-of-Way Management, Toronto & East York District, Construction Activities, at 416.392.7877.

- (e) As part of Site Plan approval, the Owner may be required to submit costs for the installation of any proposed new City of Toronto Standard bicycle locking rings on public right-of-way at the rate of \$433.92/unit, including HST. For further information, please contact David Dang, Street Furniture Management at 416.873.8799 or David.Dang@toronto.ca.

Solid Waste Management Services

- 3. The Owner is advised that detailed comments from Solid Waste Management Services will be provided in conjunction with the future Site Plan Control Applications for each respective development block.

Fire Services

- 4. The Owner is advised that detailed comments from Fire Services will be provided in conjunction with the future Site Plan Control Applications for each respective development block.

Engineering & Construction Services

- 5. The Owner is advised that approval must be obtained for any new street names. For further information, please contact Land and Property Surveys at streetnaming@toronto.ca or visit www.toronto.ca/street-naming for additional information.
- 6. For assessment and Official Record municipal numbering purposes, the Owner will be required to apply for revised municipal numbering prior to filing an application for a building permit. For further information, please contact Land and Property Surveys at municipaladdress@toronto.ca.
- 7. As per the City's Standard Subdivision Agreement, the Owner will be required to pay all costs associated with the City retaining a third-party peer reviewer, including a 7% administrative cost to the City, and submit a certified cheque payable to the City of Toronto in the amount of \$8,000.00, as an initial deposit towards the cost of the peer review to the Chief Engineer & Executive Director, Engineering & Construction Services.
- 8. The Owner is advised that additional comments regarding grading, servicing, and stormwater management will be provided in conjunction with the future Site Plan Control Applications for each respective development block.
- 9. The Owner is advised of the need to obtain approval from Toronto Hydro Energy Services for removing and/or relocating any utility with attached municipal street

lighting and for any upgrades. The Owner should contact 416.542.8000 or utility.relocations@torontohydro.com for comments and cost estimates for required fieldwork.

Urban Forestry

10. Where it is not possible to retain a tree on City property that qualifies for protection under the City of Toronto's City Tree By-law or where construction activity will encroach upon a protected tree's minimum tree protection zone, it will be necessary for the Owner to submit an application requesting permission to injure or destroy the trees in question to Urban Forestry. There is a fee of \$411.35 (subject to change) for each tree included in an application. Payment may be made by certified cheque or money order, and must be submitted with the application. Applications can be found at: toronto.ca/trees/forms.
11. Replacement trees on the road allowance will be required for all the City trees applied for, otherwise the permit to destroy the existing trees may not be granted. Given that the Owner may require the removal of the existing City tree(s) which are currently growing within the City road allowances adjacent to the proposed development site, the Owner must officially submit their landscape plans to Transportation Services of the City of Toronto in order for the plan to formally circulated to all utility and service companies to review and approve. This is a requirement to ensure that the existing City owned street trees are not removed until such time confirmation has been received through the Streetscape Landscape permit approval process of Transportation Services that the street tree planting proposal by the applicant can be implemented with no conflicts. Should the proposed street tree planting not be possible to implement due to a utility/service conflict or other conflict, permission to remove the existing City owned street trees will not be granted.
12. Where it is not possible to retain a tree on private property that qualifies for protection under the City of Toronto's Private Tree By-law, or where construction activity will encroach upon a protected tree's minimum tree protection zone, it will be necessary for the Owner to submit an application requesting permission to injure or destroy the trees in question to Urban Forestry. There is a fee of \$411.35 (subject to change) for each tree included in an application. Payment may be made by certified cheque or money order, and must be submitted with the application. Applications can be found at: toronto.ca/trees/forms.
13. The Green Development Standards may require tree planting on private property and City road allowance. The Owner should provide planting plans to show the correct number of required plantings. The applicant must provide Urban Forestry a copy of the Toronto Green Standard Statistics Template which specifically details the required (calculated) and proposed amounts (a number, not description) and how they will fulfill or fail the required items relating to Forestry.

APPENDIX B - SITE SPECIFIC PARK CONDITIONS

Parkland Conveyance

1. Prior to the earlier of issuance of the First Above Grade Building Permit for Phase 2 or five (5) years after issuance of the First Above Grade Building Permit for Phase 1, the Owner shall:
 - (a) Convey, in fee simple to the City, Block 4, a minimum of 912 square metres of land for public park purposes to the satisfaction of the of General Manager, Parks, Forestry, and Recreation and where the Parkland shall satisfy the Owner's Statutory Parkland Dedication requirement.
 - (b) Reserve Block 6, a minimum of 370 square metres of land for public park purposes, to the satisfaction of the of General Manager, PFR, and enter into an Agreement of Purchase and Sale (APS) with the City. The APS process should begin at least six (6) months prior to conveyance.
 - (c) Convey the parkland free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances, unless otherwise permitted in writing by the General Manager, Parks, Forestry, and Recreation or as otherwise permitted by this Agreement, and free and clear of all title encumbrances including, but not limited to all easements, rights-of-way, leases, charges, and encroachments, including surface and subsurface easements, to the satisfaction of General Manager, PFR and the City Solicitor; and
 - (d) complete the environmental obligations outlined in this Agreement to the satisfaction of General Manager, Parks, Forestry, and Recreation.
2. Prior to the issuance of the first Above Grade Building Permit for Block 1, the Owner shall:
 - (a) submit separate plans and supporting preliminary cost estimates for the proposed Base Park Improvements and the Above Base Park Improvements (the "Park Improvements – Block 4 and 6 Collectively"); and
 - (b) post a separate Financial Security to secure the Park Improvements in the amount of 120% of the value of the Base Park Improvements ("Base Park Improvements Security") to the satisfaction of General Manager, Parks, Forestry, and Recreation. This Financial Security shall be held for the installation and warranty of the Base Park Improvements. No credit shall be given toward the Parks and Recreation component of the Development Charges for costs associated with the Base Park Improvements.
3. Prior to the issuance of the First Building Permit for Block 1 or the permit that triggers the payment of the Development Charges for Block 1, but in no event shall it be later than the issuance of the First Above Grade Building Permit for Block 1, the Owner shall:

- (a) submit a Letter of Credit equal to 120% of the Parks and Recreation component of the Development Charges (“Above Base Park improvements Security”). This Financial Security shall be held for the installation and warranty of the Above Base Park Improvements.
- 1.3 The Owner shall pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide all legal descriptions and applicable reference plans of survey for the Parkland to the satisfaction of the City Solicitor.
- 1.4 The Owner shall design and construct a public park including Base Park Improvements and Above Base Park Improvements on the Parkland, Blocks 4 and 6 Collectively (the “**Public Park**”) to the satisfaction of the General Manager, Parks, Forestry, and Recreation.
- 1.5 Prior to the issuance of the first Above-Grade Building Permit for the Development, any deficit in parkland dedication requirements above and beyond Block 4 shall be provided by the Owner as a cash-in-lieu of land payment to the City prior to the issuance of the first above-ground building permit for each phase of the Subdivision. The value of the cash-in-lieu of parkland dedication will be appraised through Real Estate Services. The appraisal will be conducted upon the submission of an application for the first Above-Grade Building Permit for the Development and is valid for six months.

Parkland Conveyance – Environmental Obligations

- 1.6 Prior to conveying the Parkland to the City, the Owner shall:
 - (a) submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner’s Qualified Person describing the lands to be conveyed to the City, and identifying what environmental documentation shall be provided to the City’s peer reviewer to support the Parkland conveyance;
 - (i) all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with O. Reg. 153/04 insurance requirements or such greater amount specified by the Chief Engineer and copy to the General Manager, Parks, Forestry, and Recreation;
 - (b) pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (approximately 7%), and submit an initial deposit of \$10,000.00 toward the cost of the peer review in the form of a certified cheque, to the Chief Engineer and submit further deposits when requested to cover all costs of retaining a third-party peer reviewer;
 - (c) submit, to the satisfaction of the City’s peer reviewer, all environmental site assessment reports prepared in accordance with O. Reg. 153/04 that describe the current conditions of the land to be conveyed to the City and

the proposed remedial action plan based on the site condition standards approach, to the Chief Engineer;

- (d) at the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Chief Engineer for peer review and concurrence, which states:
 - (i) In the opinion of the Qualified Person:
 - (A) it is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - (B) to the extent that the opinion in Section 2.8(d)(i)(A) of this Agreement is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - (ii) Land to be conveyed to the City meets either:
 - (A) the applicable Ministry of the Environment, Conservation and Parks, or any such successors, Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9; subject to applicable exemptions as stated in O. Reg. 153/04) for the most environmentally sensitive adjacent land use; or
 - (B) the Property Specific Standards as approved by the Ministry of the Environment, Conservation and Parks, or any such successors, for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein;
- (e) the Qualified Person's statement, referenced in Section 2.8(d) of this Agreement, shall include a Reliance Letter that is dated and signed by the Owner's Qualified Person confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with O. Reg. 153/04, insurance requirements or such greater amount specified by the Chief Engineer.
- (f) For conveyance of lands requiring an RSC:

- (i) file the RSC on the Ontario Environmental Site Registry; and
- (ii) submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, to the Chief Engineer and to General Manager, Parks, Forestry, and Recreation.

Base Park Improvements

1.7 The Owner, at its expense, shall be responsible for base park construction and installation. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, Parks, Forestry, and Recreation, a set fee equivalent to the unrequired item shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the Public Park, to the satisfaction of the General Manager, Parks, Forestry, and Recreation. The base park improvements include the following:

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

- (h) standard park sign (separate certified cheque required in the amount of \$3,000.00);
- (i) all work is to be completed to the satisfaction of the General Manager, Parks, Forestry, and Recreation.

(collectively, the “Base Park Improvements”)

- 1.8 The Owner agrees that all mechanical elements of the Base Park Improvements referred to in Section 1.7 of this Agreement are to be designed and installed so that they function independently and so that the operational controls are accessible other than through private property.
- 1.9 The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the Parkland in accordance with Section 1.7 of this Agreement meets all applicable laws, regulations and guidelines for use in a Public Park, including O. Reg 153/04, to the satisfaction of the General Manager, Parks, Forestry, and Recreation.
- 1.10 The construction of the Base Park Improvements on the Parkland shall be completed, within one (1) year after conveyance of Block 4, to the satisfaction of the General Manager, Parks, Forestry, and Recreation. Unforeseen delays (e.g. weather) resulting in the late delivery of the Public Park shall be taken into consideration and at the discretion of the General Manager, Parks, Forestry, and Recreation when determining a revised delivery date for the Public Park. Should the Owner enter into an agreement contemplated by Section 1.62 of this Agreement, the timing of certain Base Park Improvements may be delayed at the discretion of the General Manager, Parks, Forestry, and Recreation. The Owner agrees that any approved delayed Base Park Improvements shall be commenced immediately once Section 2.65 of this Agreement has been completed to the satisfaction of the General Manager, Parks, Forestry, and Recreation.
- 1.11 Should the Owner undertake Base Park Improvements on the Parkland following conveyance of the Parkland to the City, the Owner shall apply for and obtain the written permission from the General Manager, Parks, Forestry, and Recreation, prior to conveyance of the Parkland to the City and should the General Manager, Parks, Forestry, and Recreation grant such permission, the Owner must obtain a Park Access Agreement (“PAA”) from the General Manager, Parks, Forestry, and Recreation. The PAA shall 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, Parks, Forestry, and Recreation. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner, or their agent, on the Parkland.

Escalation of Base Park Improvements Security

- 1.12 After a period of one (1) year from the date of issuance of the Above-Grade Building Permit for Phase 2 of the Development:

- (a) if the Base Park Improvements are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Base Park Improvements Security held by the City, at the discretion of the General Manager, Parks, Forestry, and Recreation, by an amount equal to the Construction Price Index for the year previous, and
- (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Base Park Improvements Security held by the City, at the discretion of the General Manager, Parks, Forestry, and Recreation, by the amount of the Construction Price Index for the previous year.

Park Design and Construction

Temporary Fencing

- 1.13 Prior to conveyance of the Public Park, the Owner shall be responsible for the installation and maintenance of temporary fencing around the Public Park and after the conveyance of the Public Park, and until such time as the Public Park is completed to the satisfaction of the General Manager, Parks, Forestry, and Recreation, the Owner shall continue to maintain the temporary fencing on the Public Park as may be required. This section shall be interpreted so as to provide consent to the Owner to erect, maintain and repair the temporary fencing on the Public Park conveyed to the City.

Parkland Grading and Drainage

- 1.14 Prior to conveyance of the Public Park, the Owner shall ensure that the grading and drainage of the adjacent development blocks are consistent with the grades of the Public Park to the satisfaction of the General Manager, Parks, Forestry, and Recreation and Chief Engineer.
- 1.15 After conveyance of the Public Park, but before the Public Park is accepted by the General Manager, Parks, Forestry, and Recreation, the Owner shall ensure that the grading and drainage of the Public Park is consistent with the grade of the adjacent lands to the satisfaction of the General Manager, Parks, Forestry, and Recreation and the Chief Engineer.

Above Base Park Improvements

- 1.16 In addition to the Base Park Improvements, the Owner shall design and construct Above Base Park Improvements for the Public Park (Block 4 and 6 Collectively) beyond the Base Park Improvements (the **"Above Base Park Improvements"**).
- 1.17 The Above Base Park Improvements (Block 4 and 6 Collectively) shall be completed to the satisfaction of the General Manager, Parks, Forestry, and Recreation within one (1) year after conveyance of Block 4.

Credit Against DCs For Above Base Park Improvements

- 1.18 The Owner agrees to design and construct the Above Base Park Improvements to the Parkland, for a Development Charge credit against the Parks and Recreation component of the Development Charges, to the satisfaction of the General Manager, Parks, Forestry, and Recreation. 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, Parks, Forestry, and Recreation, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City's Development Charges By-law, as may be amended from time to time.
- 1.19 The Owner agrees that should the cost to construct the Above Base Park Improvements as approved by the General Manager, Parks, Forestry, and Recreation be less than the development charge credit described in Section 1.20 of this Agreement, the difference shall be paid to the City by certified cheque prior to a reduction of the Financial Security for the Above Base Park Improvement as set out in Section 1.53 of this Agreement.

Calculation of Cost of Above Base Park Improvements to Include

- 1.20 The calculation of the cost of the Above Base Park Improvements shall include the costs of design, public consultation, working drawings & specifications, construction labour and materials, any required permits & agencies approvals, contract administration, inspection and testing and certification of completions to the satisfaction of the General Manager, Parks, Forestry, and Recreation.

Calculation of Cost of Above Base Park Improvements Not to Include

- 1.21 The calculation of the cost of the Above Base Park Improvements shall not include the costs below of the Owner:
- (a) all head office, administration and overhead costs;
 - (b) the costs of financing the park improvements;
 - (c) the costs associated with the provision of any insurance;
 - (d) any costs incurred by the Owner or damages paid by the Owner resulting from actions or claims made against the Owner arising in any way from the provision by the Owner of the Park Improvements, including the Owner's control and occupation of the Public Park; and
 - (e) the costs of settling the terms of this Agreement.

Escalation of Above Base Park Improvements Security

- 1.22 After a period of two (2) years from the date of issuance of the Above-Grade Building Permit for Phase 2 of the Development Lands:

- (a) if the Above Base Park Improvements are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Above Base Park Improvements Security held by the City by an amount equal to the Construction Price Index for the year previous, and
- (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Above Base Park Improvements Security held by the City by the amount of the Construction Price Index for the previous year.

Contract Implementation for Above Base Park Improvements

Owner to Design and Construct in Consultation

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

Drawings to be Approved

- 1.24 All design and tender drawings as well as construction documents shall be submitted for review and approval by the General Manager, Parks, Forestry, and Recreation before any agreement is entered into for the construction of the Park Improvements. The process shall include the submission of interim design and cost estimates for review by the General Manager, Parks, Forestry, and Recreation at approximately 30%, 60%, 90% and 100% design stages.
- 1.25 Prior to Site Plan Approval for Phase 2 of the Development, the Owner is required to submit working drawings, specification and landscape plans showing the scope and detail of the work for the Above Base Park Improvements to at least the level of thirty (30%) per cent construction drawings, including a context map, site preparation plan, tree preservation or removal plan, landscaping plan, electrical plan, servicing plan, irrigation plan, together with supporting materials and documentation as may be required, for review and approval by the General Manager, Parks, Forestry, and Recreation (the **"Park Submission"**).
- 1.26 After the submission of the Park Submission, the Owner and the City shall work cooperatively to finalize the Park Submission, and make any amendments thereto, as required, to provide the 100% complete construction drawings (the **"Approved Park Submission"**) and the Approved Park Submission shall be submitted and approved prior to issuance of the Above-Grade Building Permit for Phase 2 of the

Development to the satisfaction of the General Manager, PFR. At the discretion of the General Manager, Parks, Forestry, and Recreation, the Approved Park Submission may be less than 100% complete construction drawings accepted at the issuance of the first Above-Grade Building Permit for Phase 2 of the Lands.

Landscape Architect

- 1.27 The Park Improvements shall be designed and their construction and installation shall be supervised by a firm of consulting landscape architects, which is acceptable to the General Manager, Parks, Forestry, and Recreation, at the Owner's expense and the consulting Landscape Architect shall be the Owner's primary contact with the General Manager, Parks, Forestry, and Recreation regarding the design and construction of the Park Improvements.
- 1.28 The Landscape Architect fee shall be a maximum of a standard amount as determined by the General Manager, Parks, Forestry, and Recreation based on the Ontario Association of Landscape Architects (OALA) Fee Guide for Landscape Architectural Services 2023, or as approved by the General Manager, Parks, Forestry, and Recreation for the Park Improvements.

Stamp

- 1.29 All design drawings shall carry the signature and stamp of a Landscape Architect who is responsible for the designs.
- 1.30 The Owner agrees that the construction of the Above Base Park Improvements is to be tendered as a discrete package, separate from all other work and the Owner shall:
 - (a) prior to issuance of a tender, provide the General Manager, Parks, Forestry, and Recreation with:
 - (i) copies of all relevant project documentation including documentation released to proposed contractors or subcontractors in respect of the Park Improvements and the results of responses received;
 - (ii) all plans and drawings, to be submitted to any contractor retained by the Owner; and
 - (iii) a description of the proposed products and materials.
 - (b) Provide copies of completed and returned tender bids are to be reviewed by the General Manager, Parks, Forestry, and Recreation prior to contractor selection, and final contractor selection is to have approval by the General Manager, Parks, Forestry, and Recreation.

Copy of Hiring Agreement

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

Contents of Hiring Agreement

- 1.32 The hiring agreement or contract shall include, but not be limited to, design, public consultation, preparation of all working drawings and specifications, contract administration, general supervision during construction and certification of all completed work to the satisfaction of the General Manager, Parks, Forestry, and Recreation.
- 1.33 The Parties acknowledge that they shall cooperate to ensure that by at least six months after the issuance of any Building Permit for Phase 2, the City shall have provided the framework to the Owner for hiring a qualified Landscape Architect consulting firm or team, which framework may include, but not be limited to:
- (a) the skills, qualifications and experience of the qualified consulting firm or consulting team;
 - (b) a work program including phases, deliverables, and project meetings;
 - (c) the ability to work with a local working group comprised of representatives from the resident's association, the Business Improvement Area, the Ward Councillor's Office, the Owner, City staff, and any other groups whose participation is required;
 - (d) the ratio of design fees to the overall budget for the design and construction of the park; and
 - (e) design and park planning guidelines and a draft park program.
- 1.34 The Owner agrees that upon receiving that framework, the Owner shall retain a Landscape Architect consulting firm or team that meets this framework to the satisfaction of the General Manager, Parks, Forestry, and Recreation.

Result of Tender Bids

- 1.35 If, during the tender/pricing process and prior to entering into a construction contract, based on bids received the Owner determines that the anticipated cost of the Above Base Park Improvements is expected to be significantly less than as estimated in the Approved Park Submission, the Owner shall so advise the City and, in consultation with the General Manager, Parks, Forestry, and Recreation, may be required to adjust the scope of work for the Above Base Park Improvements and modify the construction drawings, as necessary, to the satisfaction of the General Manager, Parks, Forestry, and Recreation such that anticipated costs more closely reflect the original estimated amount.

- 1.36 If, during the tender/pricing process and prior to entering into a construction contract, based on bids received, the Owner determines that anticipated cost of the Above Base Park Improvements is expected to be greater than the Parks and Recreation component of the Development Charges, for which the Owner shall receive a credit as contemplated in Section 1.17 of this Agreement, the Owner shall so advise the City, and:
- (a) the City may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base Park Improvements based on the Approved Park Submission;
 - (b) the Owner may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base park improvements based on the Approved Park Submission;
 - (c) the City and the Owner may agree to any combination of Sections 2.38(a) and 2.38(b) of this Agreement; or
 - (d) if neither the City nor the Owner elect to accept responsibility for additional costs, the Owner shall adjust the scope of work for the Above Base Park Improvements, modify the construction drawings and re-tender the project as applicable, to the satisfaction of the General Manager, Parks, Forestry, and Recreation so that the anticipated costs shall more closely reflect an amount less than the original estimated amount so that the cost to be incurred by the Owner is approximately equal to the credit received by the Owner from the City in relation to the Parks and Recreation component of the Development Charges.

Final contract documents

- 1.37 Prior to finalizing the contract documents following the bid and tender process, the Owner shall ensure that the contract documents are satisfactory to the General Manager, Parks, Forestry, and Recreation and that the General Manager, Parks, Forestry, and Recreation has approved the successful contractor(s).
- 1.38 Prior to the commencement of the construction of the Above Base Park Improvements, the Owner shall file with the General Manager, Parks, Forestry, and Recreation true copies of all contracts respecting such construction (including all schedules and drawings) and a list identifying the subcontractors proposed to be engaged; and the Owner agrees, all plans and drawings, as submitted to any contractor or sub-contractor retained by the Owner, shall carry the seal of and be signed by the Landscape Architect as being the Approved Park Submission.

Changes to contracts

- 1.39 If the Owner terminates or permits the termination of any agreement pursuant to which a contractor is obliged to carry out and complete the construction of any of

the Park Improvements, or amends or alters such agreement or permits it to be amended or altered in such a way that the obligations of such a contractor are reduced or otherwise altered substantially, or engages or permits the engagement of any contractor other than the contractor or contractors named in the agreement or agreements delivered to the General Manager, Parks, Forestry, and Recreation or any subcontractor other than the subcontractors identified on the approved list, the Owner shall give written notice thereof to the City and the Owner shall obtain the consent of the General Manager, Parks, Forestry, and Recreation to any such termination, amendment, alteration or hiring, provided nothing herein shall be contrary to the requirements of this Agreement.

Owner to Advise of Commencement

- 1.40 The Owner shall not commence the construction of the Above Base Park Improvements without giving reasonable prior written notice to the General Manager, Parks, Forestry, and Recreation that it intends to commence the work and the Owner shall proceed in accordance with the construction schedule included in the Approved Park Submission.

Meetings and Inspection during construction

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

Changes to Contract Terms

- 1.43 The Owner and the City acknowledge and agree that:
- (a) all proposed changes to the construction contract(s), including change orders, are required to be submitted for prior written approval to the General Manager, Parks, Forestry, and Recreation for review in a reasonably prompt and timely manner; and
 - (b) the General Manager, Parks, Forestry, and Recreation reserves the right to have changes removed at the Owner's cost, in the event they are made without the prior approval of General Manager, Parks, Forestry, and Recreation.

Progress Certificates

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

Public Park – Completion and Acceptance

- 1.45 Should the Owner undertake Above Base Park Improvements on the Public Park following conveyance of the Public Park to the City, the Owner must obtain a PAA from the General Manager, Parks, Forestry, and Recreation. The PAA shall 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, Parks, Forestry, and Recreation. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the Public Park.
- 1.46 The construction of Above Base Park Improvements to the Public Park shall be completed in accordance with the timing set out in Section 1.17 of this Agreement. Unforeseen delays (e.g. weather) resulting in the late delivery of the Public Park shall be taken into consideration and at the discretion of the General Manager, Parks, Forestry, and Recreation when determining a revised delivery date for the Public Park. Should the Owner enter into an agreement contemplated by Section 1.62 of this Agreement, the timing of the Above Base Park Improvements may be delayed at the discretion of the General Manager, Parks, Forestry, and Recreation. The Owner agrees that the approved delayed Above Base Park Improvements shall be commenced immediately once Section 1.63 of this Agreement has been complied with to the satisfaction of the General Manager, Parks, Forestry, and Recreation.
- 1.47 The Owner shall complete the Park Improvements in accordance with the Approved Park Submission and terms of this Agreement to the satisfaction of the General Manager, Parks, Forestry, and Recreation. Following completion of the Park Improvements, the Owner shall contact the General Manager, Parks, Forestry, and Recreation to initiate inspections by City staff and consideration by the General Manager, Parks, Forestry, and Recreation of acceptance of the Public Park by the City prior to its conveyance pursuant to this Agreement (“Park Acceptance”).
- 1.48 Prior to Park Acceptance by the City, the Owner shall, to the satisfaction of the General Manager, Parks, Forestry, and Recreation:
- (a) complete all Park Improvements to the satisfaction of the General Manager, Parks, Forestry, and Recreation as confirmed through City inspections;
 - (b) ensure that all construction work is certified to substantial performance in accordance with the Construction Act and the Owner shall forward all

documentation for substantial performance and release of holdbacks to the City for review and approval;

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

1.49 The Landscape Architect shall append the following to a park completion certificate to the satisfaction of the General Manager, Parks, Forestry, and Recreation:

- (a) a description of the Park Improvements and statement as to the date of completion;
- (b) confirmation that the final payment has been issued with respect to the Park Improvements
- (c) all documentation and certificates relating to the Construction Act confirming that there are no liens registered against the Lands, including the lands comprising the Public Park;
- (d) all requisite compliance letters, certificates, inspection and test results, including environmental compliance contemplated herein;
- (e) all licenses or permits for equipment or systems;
- (f) all owner's and maintenance manuals for any and all equipment, machinery, devices and appurtenances;
- (g) a complete set of as-built drawings in hard copy (two (2) full size bond and one (1) set 11x17 format) and digital format (CD or USB, in the latest version

of AutoCAD, and as PDFs) which include but are not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meetings, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals, etc. The files are to be organised in folders, including a file index and submitted;

- (h) certified grading plans;
- (i) all warranties, certificates or documents for all equipment, machinery, devices and systems as transferred to the City;
- (j) spare or replacements parts, special tools and other such items as may be provided by the manufacturer;
- (k) a statement as to the actual total cost of the Park Improvements as constructed; and
- (l) such other similar types of information or materials relating to the Park Improvements.

(the "Park Completion Certificate").

1.50 Within a reasonable time of receipt of the Park Completion Certificate from the Landscape Architect, the General Manager, Parks, Forestry, and Recreation shall forward to the Owner and the Landscape Architect either:

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

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

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

1.52 Upon receipt of a replacement Park Completion Certificate from the Landscape Architect pursuant to Section 1.51 of this Agreement, the General Manager, Parks, Forestry, and Recreation shall, if satisfied, issue a notice of acceptance (the "Park Notice of Acceptance") and the replacement Park Completion Certificate shall be deemed to be the approved Park Completion Certificate.

Construction Act Matters

1.53 If any lien is claimed pursuant to the Construction Act for the supply of services or material in connection with the said work, the Owner shall be considered to be in

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

20% for two years

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

Two-Year Park Improvements Warranty

- 1.55 The Owner shall correct or cause to be corrected at its own expense and to the satisfaction of the General Manager, Parks, Forestry, and Recreation any defects or deficiencies in any portion of the Park Improvements appearing within a period of two (2) years after the Park Completion Certificate has been accepted together with any damage that may occur to any other portions of the Park Improvements resulting from any such corrections arising from this Section ("Park Guarantee Period").

City may Correct Work

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

Final Public Park Acceptance Certificate

- 1.57 Not later than thirty (30) days prior to expiry of the Park Guarantee Period for the Park Improvements, the Owner shall arrange with the General Manager, Parks,

Forestry, and Recreation for a final inspection of that portion of the Park Improvements and shall deliver a final acceptance certificate from the Landscape Architect in a form satisfactory to the General Manager, Parks, Forestry, and Recreation certifying there are no defects or deficiencies in such Park Improvements referred to therein (the "Final Park Acceptance Certificate").

- 1.58 Upon receipt of the Final Park Acceptance Certificate and provided that the General Manager, Parks, Forestry, and Recreation is satisfied that there are no outstanding defects or deficiencies, the General Manager, Parks, Forestry, and Recreation shall so advise the Owner in writing and the Park Guarantee Period shall expire for such Park Improvements upon the expiry of the Park Guarantee Period at which time the Public Park is fully assumed by the City and the outstanding Base Park Improvements Security and the outstanding Above Base Park Improvements Security shall be fully refunded to the Owner.

Warranty Extended Until Final Inspection

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

General Manager, Parks, Forestry, and Recreation may Implement Park Improvements

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

Park Improvement Documentation to Belong to the City

- 1.61 The Owner acknowledges and agrees that all documentation comprising any description of the Park Improvements, along with all drawings, correspondence, documentation and information provided to the City by the Landscape Architect and/or contractor in connection with, or arising out of the construction of the Park Improvements, once received by the City:
 - (a) shall become the property of the City; and

- (b) shall become subject to Municipal Freedom of Information and Protection of Privacy Act, and may be released.

Parkland Occupation - Construction Staging

- 1.62 The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Public Park is prohibited unless an agreement, other than a PAA, has been obtained from the General Manager, Parks, Forestry, and Recreation. 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 Public Park 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, Parks, Forestry, and Recreation. Should there be any permitted staging on the Public Park, the Owner shall provide further confirmation from Practitioner that such permitted staging works shall not adversely impact, in any way, the reliance to be extended to the City for the Public Park from the Practitioner. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the Public Park. Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
- 1.63 The Owner shall be required to provide an environmental assessment report, prepared by a Qualified Person, at the end of the permitted occupation to verify that the Public Park continues to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes. If deemed necessary, the Owner may be required to provide a RSC after the staging period. The Owner shall be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum and for another RSC if required. The construction of the Public Park shall recommence only after the verification that the Public Park continues to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes.

Section 118 Restriction

- 1.64 Concurrently with the registration of this Agreement between the Owner and the City for the Lands, the Owner shall register a Section 118 Restriction on title to the Block 4 Parkland, in a form and with priority to the satisfaction of the City Solicitor, pursuant to the Land Titles Act, restricting any transfer or charge of the Lands without the consent of the General Manager, Parks, Forestry, and Recreation with regard to the Parkland.
- 1.65 The General Manager, Parks, Forestry, and Recreation may in their sole discretion refuse to consent to a charge or transfer of the Parkland (or any portion thereof) to a third party for any reason. Should the General Manager, Parks, Forestry, and Recreation wish to consent to a transfer or charge, then prior to providing such consent, the General Manager, Parks, Forestry, and Recreation shall require:

- (a) a transferee to enter into a direct agreement with the City to assume all obligations of the Owner under this Agreement relating to the Public Park portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor; and
 - (b) a chargee to enter into and register against the title to the Lands, a direct agreement with the City providing that in the event the chargee takes possession of or transfers the Public Park portion of the Lands or any portion thereof, the chargee shall assume all obligations of the Owner under this Agreement relating to the Public Park portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor.
- 1.66 The Owner agrees that the Section 118 Restriction shall remain on title to the Lands forming the Parkland, until such a time as required to fulfill the obligations under this Agreement to the satisfaction of the General Manager, Parks, Forestry, and Recreation and the City Solicitor.