

City File No.: 21 119572 NNY 06 SB

## CONDITIONS OF DRAFT PLAN APPROVAL

Date: June 16, 2025

File No: Subdivision Application: 21 119572 NNY 06 SB

Owner: \_\_\_\_\_

Location: Portion of 123 Garrett Boulevard

The following conditions relate to the Draft Plan of Subdivision prepared by WSP being Drawing No. 211-13527-00-P01 dated March 13, 2025.

The following description of Block and Street references relate to the draft Plan of Subdivision:

- Block A, G and H – institutional blocks
- Block B, C, D, E, F, I, J and K – mixed use blocks
- Block L, M and N – employment blocks
- Blocks 1, 2 and 3 – park blocks
- Blocks 4, 5 and 6 – greenway blocks
- Block 7, 8 and 9 – other lands owned by applicant
- Blocks 10 and 11 – residential reserve blocks
- Blocks 12, 13 and 14 – reserve blocks
- Blocks 15, 16, 17, 18, 19, 20, 21 and 22 – street reserve blocks
- Block 23 – corner rounding block
- Blocks 24 and 25 – other lands owned by applicant
- Streets A, B, C, D, E, F and G – public highways

### Legal Services

1. The Owner shall enter into the City of Toronto (the "**City**") standard subdivision agreement ("**Subdivision Agreement**"), subject to necessary modification as contemplated by these draft plan conditions and other conditions satisfactory to the Executive Director, Development Review or their designate, The Director of Community Planning, North York District. The Owner understands that the Subdivision Agreement will be registered on all of the lands as part of the first

registration of the Plan of Subdivision. For each subsequent phase registration of the Plan of Subdivision, the Subdivision Agreement will be re-registered on the title to the lands subject of that phased registration. **Prior to registration of the Plan of Subdivision for each phase**, the Owner shall have satisfied all pre-registration conditions contained in the Subdivision Agreement as it pertains to each phase.

2. The Plan of Subdivision will be registered in two phases as follows:
  - a. Blocks 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, A, B, C, D, E, F, G, H, I, J, and K, and Streets A, a portion of Street B, C, D, E, F, and G as defined as “**Phase 1**”
  - b. Blocks 1, 5, 20, L, M, N and a portion of Street B as defined as “**Phase 2.**”

Reference to “Phase” means each of Phase 1 and Phase 2.

3. All conditions unless otherwise specified apply to all and each phase of registration of the Plan of Subdivision.
4. Prior to registration of the Plan of Subdivision for each Phase, the Owner shall have satisfied all pre-registration conditions contained in the Subdivision Agreement as it pertains to each phase.
5. The Owner shall agree that plan registration shall occur consecutively, i.e. Phase 1 shall occur prior to Phase 2, and the configuration and layout of each Plan shall be generally as shown on the draft approved Plan of Subdivision 21 119572 NNY 06 SB, as amended and as may be further amended prior to Plan Registration.

#### Community Planning

6. Prior to registration of the Plan of Subdivision for each Phase, the Owner shall provide to the Director of Community Planning, North York District, confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to section 40 of the Assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the Owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
7. If the Plan of Subdivision is not registered within 5 years of the date of the draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.

8. Prior to registration of the Plan of Subdivision for Phase 1, the zoning by-law amendment to permit the development shall be in full force and effect.
9. The Owner shall construct and maintain the development of the site in accordance with at least Tier 1, Toronto Green Standard, and the Owner shall 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 a complete Site Plan Control application for each building or block.
10. Prior to registration of the Plan of Subdivision for Phase 1, the owner shall arrange with the neighbouring property owner of the lands known as 95 Garratt Boulevard (FlightSafety International) to release easement AT695253 (Access Easement in respect of part of PIN 10233-0752 (LT) Qualified Part of Block A, Part of Lots 12, 24, 25, 48, 49, 50, 56, 57, 85 and 90 and Part of Powell Road (closed), Part of Hanover Road (closed), Part of Home Road (closed), Part of Ancaster Road (closed), Part of Garratt Boulevard (closed), Registered Plan 1764, City of Toronto (formerly North York) registered in the Land Titles Division of Toronto Registry Office (No. 66) being Parts 4, 16, 17, 22, 23, 24, 27, 28, 29, 30, 33, 34, 42 and 43 on Plan 66R-20882.)
11. Prior to the registration of the Plan of Subdivision for Phase 1, the Owner shall:
  - (i) Register a Section 118 Restriction under the Land Titles Act, in priority, against title to Blocks 7, 8, 9, 24, and 25, as shown on the draft Plan of Subdivision, agreeing not to transfer or charge any part of the lands without prior written consent of the Executive Director, Development Review Division or their designate, to the satisfaction of the Executive Director, Development Review Division and the City Solicitor;
  - (ii) convey an easement to the City for public access to Block 7 (Central Square POPS) and enter into an easement agreement, to the satisfaction of the Executive Director, Development Review Division and the City Solicitor;
  - (iii) convey an easement to the City for public access to Block 8 (Downsview Park Bridge POPS) and enter into an easement agreement, to the satisfaction of the Executive Director, Development Review Division and the City Solicitor; and,
  - (iv) convey an easement to the City for public access to Blocks 24 and 25 (Taxiway Street) and enter into an easement agreement, to the satisfaction of the Executive Director, Development Review Division and the City Solicitor.

### **Warning Clauses**

12. The owner and subsequent owners agrees to include the following warning clauses in all future purchase and sale agreements, and lease agreements for residential uses:

CN Principal Main Line Warning Clause:

“Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions to the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding any inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over, or under the aforesaid rights-of-way.”

Metrolinx Adjacent Development Guidelines Warning Clause:

“Warning: Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities of such right-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over, or under the aforesaid right-of-way.”

Warning Clause Type A:

“Purchasers/tenants are advised that sound levels due to increasing rail traffic on the Metrolinx Barrie line may be audible and may occasionally interfere with some activities of the dwelling occupants.”

Warning Clause Type B:

“Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing rail traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.”

Warning Clause Type D:

“This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the

indoor sound levels are within the sound level limits of the City of Toronto and the Ministry of the Environment, Conservation and Parks.”

Warning Clause Type E:

“Purchasers/tenants are advised that this development is in proximity to various commercial developments including the TTC Wilson Complex, City of Toronto Works Yard, and Teskey Concrete Facility, and that sound levels may at times be audible.”

Warning Clause Type F:

“Purchasers/tenants are advised that sound levels due to the adjacent TTC Wilson Complex, City of Toronto Works Yard, and Teskey Concrete Facility are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed.”

Air Quality, Odour, Dust Emissions:

“Purchasers/tenants of units in Blocks I and J are advised that due to the proximity of adjacent industries, dust and odours from these facilities may at times be perceptible.”

## **POPS**

13. Prior to the registration of the Plan of Subdivision as it pertains to Phase 1, the Owner shall:

- a. provide a landscape plan for the privately owned, publicly accessible open space on Block 7 (the “**Central Square POPS**”) to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Development Review, or their designate.
- b. Post an irrevocable Letter of Credit equal to 75% of the value of the landscape cost estimate to construct the Central Square POPS in accordance with the approved plans.

## **Downsview Park Bridge**

Conditions to be finalized to address the design, construction timing and public access.

## **Transportation Planning**

14. Prior to registration of the Plan of Subdivision, the Owner shall submit a Neighbourhood Mobility and Monitoring Plan to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Development Review or their designate.

## **PARKS AND RECREATION**

### **General Conditions of Approval**

1. Prior to the earlier of registration of the Plan of Subdivision and Release for Construction of Services of Phase 1, the Owners will provide all necessary information to the satisfaction of the General Manager, Parks and Recreation in order to complete a District Parks Plan for Taxiway West District.
2. Prior to the earlier of registration of Plan of Subdivision and Release for Construction of Services of Phase 1, and in any event within twenty (20) days of receipt of written notice from the General Manager, Parks and Recreation, the Owner(s) will provide a cash contribution in the amount of \$[value to be inserted] to cover the full cost of complete design and consultation for the planned Community Recreation Centre located at the southeast corner of Sheppard Avenue West and Keele Street.

### **Parkland Dedication**

3. Prior to registration of the Plan of Subdivision of Phase 1, the Owner will be required to convey Blocks 2 and 3 (the "Park Block") (being 8,982 square metres) for Park purposes. The Park Block 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. Stormwater management infrastructure is permitted within Block 3 under the conditions noted herein.
4. Prior to registration of the Plan of Subdivision of Phase 2, the Owner will be required to convey Block 1 (the "Park Block") (being 5,313 square metres) for Park purposes. The Park Block 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.
5. Prior to conveyance of the Park Block, the Owner is required 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 Parks.
6. Prior to the registration of the Plan of Subdivision, the Owner shall provide written confirmation from the Trustee of the Downsview Landowners Inc., of parkland dedication in accordance with the requirements of the Downsview Master Parks Agreement and District Parks Plan, to the satisfaction of the General Manager, Parks and Recreation.

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

7. The owner agrees that 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 and Recreation staff advise 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 a 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, Parks and Recreation. The City shall not enter into a Limiting Distance Agreement for the development.

### **Environmental Assessment**

8. Prior to conveying the Parks Blocks 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, Parks and Recreation;
  - b. Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit of \$10,000.00 towards the cost of the Peer Review in the form of a certified cheque, to the Chief Engineer and Executive Director, Engineering and Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer;
  - c. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (O. Reg. 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Chief Engineer and Executive Director, Engineering and Construction Services;

- d. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Chief Engineer and Executive Director, Engineering and Construction Services for peer review and concurrence, which states:
  - i. In the opinion of the Qualified Person:
    - 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
    - 2. To the extent that the opinion in Condition No. 8 is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
  - ii. Land to be conveyed to the City meets either:
    - 1. the applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9; subject to applicable exemptions as stated in O. Reg. 153/04) for the most environmentally sensitive adjacent land use; or
    - 2. the Property Specific Standards as approved by the Ministry for a Risk Assessment / Risk Management Plan which was conducted in accordance with the conditions set out herein.
- e. The Qualified Person's statement, referenced in Condition No. 8, 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 Chief Engineer.
- f. For conveyance of lands requiring a Record of Site Condition (RSC):
  - i. File the Record of Site Condition (RSC) on the Ontario Environmental Site Registry; and



- ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Chief Engineer and Executive Director, Engineering and Construction Services and to the General Manager, Parks and Recreation.
9. Prior to Registration of Subdivision, the Owner must provide a complete Environmental Phase I and subsequent Phase II report(s), if required, to be peer reviewed through the City's process to the satisfaction of the General Manager, Parks and Recreation and Chief Engineer and Executive Director, Engineering and Construction Services. Should the Owner convey the Park Block after 18 months of all of the Environmental Assessment reports, the cost of updating such reports will be at the expense of the Owner.

### **Block 3 - Stormwater Management in Parks**

10. Block 3 will be conveyed and constructed with Above Base Park Improvements. No stormwater is permitted to enter Block 3 until the Above Base Park Improvements are completed to the satisfaction of the General Manager, Parks and Recreation and Chief Engineer and Executive Director, Engineering and Construction Services.
11. Prior to the earlier of registration of the Plan of Subdivision and Release for Construction of Services, the Owner shall prepare and submit as required and to the satisfaction of the General Manager, Parks and Recreation, all technical reports, and drawings, including 30%, 60%, and 90% and 100% detailed design drawings and stormwater management reports to support the park design and construction. The stormwater management reports will be required to demonstrate that Block 3 is only to be used for stormwater once all the capacity in all the POPS Blocks 4, 5, 6, 7, 9, 24 and 25, and the right-of-ways are fully utilized prior to stormwater entering Block 3, and will also need to provide a strategy for redirecting stormwater from entering the park if required. The technical drawings shall include green infrastructure information, including the depth of facility, type of facility, inlets and outlets, surface materials, area of the Block 3 occupied by stormwater, grading and servicing information, and demonstrate the facility is meeting Ontario Building Code and safety standards, along with any other requested information to the satisfaction of the General Manager, Parks And Recreation, and the Chief Engineer and Executive Director, Engineering and Construction Services . In a 100-year storm event, Block 3 will be designed to not exceed 1.3 metres of peak stormwater depth, and will have no more than 31% of the Park area occupied by stormwater management. The Park will be dry and available for use within 18 hours following a 100-year storm event.

### **Base Park Conditions Applicable to All Parks**

12. The Owner, shall at their expense will be responsible for the base park construction and installation of the Park Block. 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 300-millimeter depth topsoil supply and placement, or as otherwise advised. 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 metres of engineered fill and certified by the consulting engineer;
  - i. Park Blocks 1 and 2 on the Draft Plan of Subdivision should be graded between 1-4% and meet the grades of the adjacent blocks. Park Block 3 on the Draft Plan of Subdivision has different requirements and grading of this park will be reviewed during the park design process, to the satisfaction of the General Manager, Parks and Recreation.
  - ii. In the case of a risk-assessed site, all materials brought on to the Park Block shall comply with the site-specific standards outlined in the Certificate of Property Use. In the case where no risk assessment of the Park Block was required, all materials brought on to the Park Block shall comply with the Ontario Reg. 153/04 Table 3 RPI standards;
  - iii. For any soil added as part of remediation, a geotechnical report must show that the soil composition and compaction will support new park construction and uses.
- c. Sodding #1 nursery grade;
- d. Fencing, where deemed necessary;
- e. Sanitary and storm service connections with manholes at streetline;
  - i. Base Park servicing connections (storm, sanitary, electrical, and water) will be required for each Park Block. The locations are to be established to the satisfaction of the General Manager, Parks and Recreation, and the applicant will be required to use the standard Parks and Recreation water meter chamber and electrical details.
- f. Water and electrical service connections; (minimum water: 50 millimeters 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 (200 Amp service));

- g. Street trees along all public road allowances abutting any Park Block; and
- h. Standard Park sign (separate certified cheque required).
- i. Construction of all stormwater management infrastructure required by the Stormwater Management Report or as directed by the General Manager, Parks and Recreation for this District.

All work is to be completed to the satisfaction of the General Manager, Parks and Recreation.

### **Base Park Delivery for Blocks 1 and 2**

- 13. Prior to registration of the Plan of Subdivision as it pertains to Phase 1, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements for Block 2, to the satisfaction of the General Manager, Parks and Recreation.
- 14. Prior to registration of the Plan of Subdivision as it pertains to Phase 2, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements for Block 1, to the satisfaction of the General Manager, Parks and Recreation.
- 15. Prior to the registration of the Plan of Subdivision as it pertains to each phase, 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, Parks and Recreation. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- 16. The owner agrees that on each succeeding anniversary date beyond one (1) year of submitting the LCs, the Owner shall increase all of the Base Park Improvements Security held by the City, at the discretion of the General Manager, Parks and Recreation, by the amount of the Construction Price Index for the previous year.
- 17. The construction of the Base Park Improvements to Block 1 shall be completed within two years of the registration of the Plan of Subdivision as it pertains to Phase 2 or such longer periods as may be determined by the General Manager, Parks and Recreation.
- 18. The construction of the Base Park Improvements to Block 2 shall be completed within two years of the registration of the Plan of Subdivision as it pertains to Phase 1 or such longer periods as may be determined by the General Manager, Parks and Recreation.

**Park Delivery for Block 3 - Base Park Improvements with Stormwater Management Infrastructure Required by the District Stormwater Management Report and Above Base Park Improvements**

19. Prior to earlier of the Release for Construction of Services and registration of the Plan of Subdivision as it pertains to Phase 1, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements for Block 3, to the satisfaction of the General Manager, Parks and Recreation.
20. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision as it pertains to Phase 1, the Owner shall post irrevocable Letters of Credit in the amount of 120% of the value of the Base Park Improvements and Above Base Park Improvements for Block 3 that addresses the following, to the satisfaction of the General Manager, Parks and Recreation:
  - a. All materials and elements that are above and beyond standard material and construction methodology, and are required to support the stormwater management and green infrastructure within the park, will be at the owner's cost.
  - b. All consultant and design costs required to support the stormwater management or green infrastructure including but not limited to civil and geotechnical engineers will be at the owners expense, and to the satisfaction of the General Manager, Parks and Recreation.

No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements or additional costs described in a. and b. above.
21. The owner agrees that on each succeeding anniversary date beyond one (1) year of submitting the LCs, the Owner shall increase all of the Base Park Improvements and Above Base Park Improvement Security held by the City, at the discretion of the General Manager, Parks and Recreation, by the amount of the Construction Price Index for the previous year.
22. Prior to the Release for Construction of Services as it pertains to Phase 1, the Owner is to provide a maintenance manual and training protocol for the stormwater management components in Block 3 to the satisfaction of the General Manager, Parks and Recreation.
23. Prior to Release for Construction of Services as it pertains to Phase 1, the Owner shall submit drawings/plans to demonstrate the incorporation of the servicing connections (civil and grading plan) in Block 3, as noted within the Base Park Improvements.

24. Prior to the Release for Construction of Services as it pertains to Phase 1, all working drawings and construction documents shall be submitted for review and approval by the General Manager, Parks and Recreation before any agreement is entered into for the construction of the Block 3 Above Base Park Improvements. The owner is to participate in community engagement as directed by Parks and Recreation. Working drawings and construction documents will be required at 30%, 60%, and 90% and 100% detailed design milestones, along with cost estimates, and any other required material as directed by the General Manager, Parks and Recreation.

### **Development Charge Credits for Above Base Park Improvements**

25. The Owner agrees to design and construct the Above Base Park Improvements for Block 3 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, Parks 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 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.
26. The Owner will be responsible to design and construct the Above Base Park Improvements for Block 3 to the satisfaction of the General Manager, Parks and Recreation. Areas to be addressed in the design of the Park include: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the Park shall be at the discretion of the General Manager, Parks and Recreation.
27. The construction of Above Base Park Improvements for Block 3 shall be completed within two years after the earlier of Release of Construction of Services and Plan of Subdivision registration as it pertains to Phase 1, and no later of the requirement to start managing stormwater within Block 3, to the satisfaction of the General Manager, Parks and Recreation and the Chief Engineer. 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, Parks and Recreation when determining a revised delivery date for the Park block.

28. Where the Owner undertakes Base Park and/or Above Base Improvements on Blocks 1, 2 or 3 following conveyance to the City, the Owner must obtain necessary agreements in a form satisfactory to the General Manager, Parks and Recreation. The agreement 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, Parks and Recreation. The Owner will indemnify the City against any claim during any interim use of or work carried out by the Owner on the parks.

### **Temporary Fencing**

29. Prior to conveyance of Blocks 1, 2 and 3, the Owner shall be responsible for the installation and maintenance of temporary fencing around Blocks 1, 2 and 3 and its maintenance until such time as the development of the Blocks 1, 2 and 3 is completed.

### **Warranty**

30. The Owner, upon satisfactory completion of the construction and installation of the Base Park and Above Base Park Improvements shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, Parks and Recreation 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 two-year guarantee known as the Parkland Warranty Period.

31. The Owner, upon satisfactory completion of the construction and installation of the Base Park and Above Base Park Improvements shall provide a certification from the Consulting Engineer who designed and supervised the construction of all improvements, including any GI, that it has been constructed in accordance with the accepted Plans and Specifications. The certification should also confirm that the GI is operating in accordance with the accepted Plans and Reports.

32. 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, Parks and Recreation.

33. As-built drawings in print/hardcopy and electronic format, as well as a georeferenced AutoCAD file, shall be submitted to Parks and Recreation. A complete set of "as built" plans shall be provided electronically in PDF format and in a georeferenced

AutoCAD file, in addition to two (2) sets full size bond hard copies to the General Manager, Parks and Recreation. 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.

34. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to Parks and Recreation.

## DEVELOPMENT ENGINEERING

1. The Owner agrees to enter into a subdivision agreement as it pertains to each Phase with the City with terms and conditions satisfactory to the City Solicitor and Chief Engineer and Executive Director, Engineering and Construction Services (Chief Engineer).
2. The Owner shall convey and dedicate all roads, road widenings, corner roundings, greenways, 0.3 metre (one foot) reserves shown on the final plan as it pertains to each Phase.
3. The Owner shall convey Block 12 (Ancaster Reserve), Block 13 (Murray Road reserve) and Block 14 (Home Road Reserve) shown on the final plan as it pertains to Phase 1.
3. The Owner shall convey all necessary easements as it pertains to each Phase to the City.
4. The Owner shall prepare all documents to convey lands in fee simple and easement interests to the City for nominal consideration, and at no cost to the City, such lands to be free and clear of all physical and title encumbrances, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, and the City Solicitor.
5. The Owner shall submit a draft Reference Plan of Survey to the Chief Engineer and Executive Director, Engineering and Construction Services , for review and approval, prior to depositing it in the Land Registry Office. The Reference Plan shall:

- a. be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System) and the 3 degree Modified Transverse Mercator Projection).
  - b. delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements. and
  - c. show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.
6. The Owner shall pay all costs for preparation and registration of reference plan(s).
7. The Owner shall undertake an environmental site assessment for lands to be conveyed to the City in accordance with the terms and conditions of the standard subdivision agreement including providing payment for a peer reviewer and the submission of a Record of Site Condition.
8. The Owner agrees to undertake the construction of the roads and municipal services on the Lands as it pertains to each Phase in a manner which promotes safe and healthy environmental conditions both on the Lands and in the immediate adjacent areas.
9. The Owner agrees to construct all external works as necessary to service the Plan of Subdivision as it pertains to Phase 1, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and at no cost to the City. These external works include, but are not limited to the following:
  - a. Ancaster Road
    - i. Storm sewer on Ancaster Road, from Powell Road to Home Road.
  - b. Home Road
    - i. Storm Sewer from Powell Road to the east limit of Block 14.
  - c. GO Barrie Rail Corridor
    - i. Abandon existing 200mm Sanitary sewer connecting existing MH 52A west of the railway.
    - ii. Install new 370mm Sanitary sewer connecting existing MH 52A west of the railway.
10. The Owner shall pay engineering and inspection fees in accordance with the terms and conditions of the standard Subdivision Agreement.



11. The Owner shall submit financial security in accordance with the terms of the standard Subdivision Agreement.
12. The Owner shall design and construct at no cost to the City, all the public streets, as a fully serviced public streets based with a minimum 2.1m wide concrete sidewalk along both sides of the streets, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services .
13. Prior to the earlier of the registration of the Plan of Subdivision and the Release for Construction of Services, the Owner shall submit to the Chief Engineer and Executive Director, Engineering and Construction Services:
  - a. Regarding Toronto Hydro-Electric System Limited ("THESL") (distribution group):
    - i. copy of "offer to connect" (OTC).
    - ii. written confirmation from THESL that financial securities have been posted. and
    - iii. written confirmation that satisfactory arrangements have been made for the installation of an electrical distribution system for the subdivision.
  - b. Regarding Toronto Hydro Energy ("THESI") (streetlight group):
    - i. cost estimate of the construction/installation of streetlights, and the hydro inspection fee.
    - ii. financial security in amount of 130% of the streetlight cost estimate and inspection fee. and
    - iii. a copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made.
14. Prior to the earlier of the registration of the Plan of Subdivision as it pertains to Phase 1 and the acceptance by the Chief Engineer and Executive Director, Engineering and Construction Services of the detailed design engineering drawings for the municipal services proposed to service this subdivision, The Owner shall submit written confirmation from the rail authority to the Chief Engineer and Executive Director, Engineering and Construction Services that arrangements and permission have been made with the rail authority to connect to the existing sewer located within the rail corridor. The Owner acknowledges and agrees that in the event that permission is not granted by the rail authority, the Owner shall submit an alternative servicing solution to the Chief Engineer for review and acceptance.
15. The existing sanitary and storm sewers crossing the rail corridor and on the west side of the rail corridor are private sewers. Prior to the earlier of registration of the Plan of Subdivision as it pertains to Phase 1 and acceptance by the Chief Engineer

and Executive Director, Engineering and Construction Services of the detailed design engineering drawings for municipal services proposed to service this subdivision, the Owner agrees to submit confirmation to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services that the Owner has made arrangements with the Owner of the existing sanitary and storm sewers for the following:

- Obtain Environmental Compliance Approval (ECA) from Ministry of the Environment Conservation and park (MECP) and transfer the Ownership of those sewers to the City. and
  - Convey a servicing easement to the City, in standard City format and conditions satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services and the City Solicitor, for the operation, maintenance, repair, rehabilitation replacement of those sewers.
  - Undertake and submit CCTV (closed- circuit television) and sewer inspection reports to the Chief Engineer and Executive Director, Engineering and Construction Services for review and, to confirm that the condition of the existing pipe is in compliance with the City standard and materials; and,
  - At the sole discretion of the City, should the CCTV and inspection reports determine that any of the existing sewers are structurally or operationally deficient, the Owner agrees to remove and replace the sewers at no cost to the City.
16. The Owner agrees to make arrangements with the rail authority to provide the City with rights and permission to maintain, repair and replace the sanitary sewer and storm sewers located within the rail corridor.
17. The Owner agrees to submit confirmation to the Chief Engineer and Executive Director, Engineering and Construction Services that they have obtained permission from the rail authority to construct a new sanitary sewer crossing the rail corridor.
18. Prior to the earlier of registration of the Plan of Subdivision and Release for Construction of Services as it pertains to each Phase, the Owner shall prepare and submit, as required and to the satisfaction of the City, all technical reports, studies, and drawings, including but not limited to, functional servicing reports and plans, transportation studies, functional traffic designs, stormwater management reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan(s) of Subdivision as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
19. The Owner shall implement the recommendations of the technical reports, studies and drawings as accepted by the City, at no cost, and to the satisfaction of the City. For greater clarity, the Owner shall design and construct all roads,

sewers, watermains, and their related appurtenances, internal and external to the Plan of Subdivision, as recommended in the technical reports as accepted by the City, at no cost, and to the satisfaction of the City.

20. Prior to the earlier of registration of the Plan of Subdivision and Release for Construction of Services as it pertains to each Phase, the Owner agrees to revise and update the stormwater management report submitted to support the draft Plan of Subdivision to comply with the stormwater approach recommended in the Downsview Secondary Plan and Master Environmental Servicing Report prepared by Arup Canada Inc., as accepted by the City, and resubmit to the Chief Engineer for acceptance.
21. Prior to the earlier of registration of the Plan of Subdivision and Release for Construction of Services as it pertains to each Phase, the Owner agrees to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the Chief Engineer and Executive Director, Engineering and Construction Services if field conditions show that the implementation of the servicing and stormwater management strategies recommended in the previously accepted functional servicing and stormwater management reports need to be modified.
22. The Owner shall remove all existing surface and below-grade encroachments, including existing private services, within the proposed public roads and public lands.
23. The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the City.
24. The Owner shall design and construct all municipal infrastructure and services to support the development, including infrastructure external to the plan, at no cost to the City and in accordance with City standards and specifications.
25. Prior to the registration of the Plan of Subdivision, the Owner shall submit a draft Reference Plan describing the turning circle lands for approval, and pay all costs for the preparation and deposit of the plan on title to the property.
26. Prior to the registration of the Plan of Subdivision, the Owner shall enter into a Turning Circle Agreement for the lands described as Part(s) [*describe the applicable Parts on the Reference Plan*] on Draft Reference Plan prepared by [*indicate the name of firm*] and referenced as job number [*indicate the job number found at the bottom right hand corner of the R-plan*].
27. The Owner agrees to grant to the City any required easements (internal and external, as determined by the City) for servicing and drainage purposes or turning circles, upon registration of the Plan of Subdivision as it pertains to each phase. Prior to the registration of the Plan of Subdivision as it pertains to each

phase, the Owner shall provide a letter from Parc Downsview Park (PDP) to confirm its acceptance of additional sanitary flows from this development being conveyed to the sewer system constructed as part of PDP's Stanley Greene subdivision.

28. The Owner agrees to make arrangements with the owner of the stormwater ponds (described as the Stanley Greene Pond and the North Pond in the Update Downsview Master Environmental Servicing Plan prepared by ARUP) to obtain approvals to discharge storm run-off from the subdivision (both phase 1 and 2) to those ponds prior to the earlier of the registration of the Plan of Subdivision as it pertains to Phase 1 and the acceptance of the detailed design engineering drawings for the subdivision by the Chief Engineer and Executive Director, Engineering and Construction Services. The Owner further agrees to revise the Plan of Subdivision accordingly to provide the subdivision with stormwater management in the event that approvals from the owner of those ponds cannot be obtained.

#### Environmental Requirements

29. The Owner agrees to retain the services of a Qualified Person to ensure the construction of the Roads and municipal services as it pertains to each Phase is undertaken in accordance with the legislative and regulatory requirements for assessing the environmental condition, cleanup and the filing of Records of Site Condition (the "RSC") in the MECP's Environmental Site Registry.
30. Prior to the earlier of the Release for Construction of Services for the roads and municipal services and Registration of the first Phase of the Plan of Subdivision, the Owner agrees to 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 lands on which Roads and municipal services are to be constructed and/or are to be conveyed to the City, in fee simple or as below-grade easements, and the proposed remedial action plan, in accordance with MECP, based on the risk assessment approach, to the Chief Engineer and Executive Director, Engineering and Construction Services .
31. The Owner agrees to pay all costs associated with the City retaining a third-party peer reviewer including a 14% administrative cost to the City (plus HST) and submit a certified cheque payable to the City of Toronto in the amount of Ten Thousand Dollars (\$10,000) as a deposit to be applied to the cost of the peer reviewer, and to make further deposits as required by the City from time to time to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the Owner by the City).

32. Prior to the registration of each Phase of the Plan of Subdivision, the Owner agrees to remediate the Lands on which the Roads and municipal services are to be constructed within such Phase in accordance with the requirements of the Environmental Protection Act and Regulation 153/04 and the accepted remedial action plan (which shall accord with Schedule "C").

Following such remediation, the Owner shall submit a statement from the Qualified Person to the Chief Engineer and Executive Director, Engineering and Construction Services, which concludes that, based on all necessary supporting environmental documents:

- a. it is either likely or unlikely that there is off-site contamination resulting from past land uses on the Owner's Lands that has migrated on to adjacent City lands at levels that would exceed the applicable site condition standards;
  - b. to the extent that the opinion in clause (a) 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; and
  - c. the land to be conveyed to the City meets either:
    - i. the applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
    - ii. the Property Specific Standards as approved by the MECP for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out in Conditions (entire section of the environmental conditions) herein.
33. The Owner shall ensure that the Qualified Person's statement, referenced in Condition 31 above, will include a reliance letter in a form satisfactory to the Chief Engineer, that is dated and stamped 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 and the Qualified Person's opinion as to the conditions of the Land.
34. Prior to the registration of the relevant Phase of the Plan of Subdivision, the Owner agrees to file an RSC on the Ontario Environmental Site Registry for all lands to be conveyed to the City in fee simple as part of that phase, and as

below-grade easement interests, both internal and external to the Lands within the Subdivision and submit to the Chief Engineer, the Ministry of Environment'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.

35. The Owner shall agree in the Subdivision Agreement that that any and all required remedial action plan will comprise of risk management measures in accordance with the "Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act".
36. Prior to the earlier of the registration of the plan and Release for Construction of Services for the roads and municipal services as it pertains to each Phase, the Owner will submit documentation to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services confirmation that the MECP has accepted the Risk Assessments proposed by the Owner and has and has issued draft Certificates of Property Use (CPUs) for all lands.
37. The Owner shall agree, in addition to the requirements for financial securities in the City's standard Subdivision Agreement, to submit financial securities in an amount sufficient to guarantee 100% of the costs to complete all monitoring and reporting as required by the MECP until such time the City has issued Assumption of Roads and municipal services pursuant to Section 29 of the City standard subdivision Agreement.
38. For all lands to be conveyed to the City, the Owner shall undertake all monitoring and reporting as required by the MECP and submit such reports to the MECP and to the City on an annual basis until such time the City has issued Assumption of Services pursuant to Section 29 of the city standard Subdivision Agreement.
39. Should the Owner convey lands to the City later than 18 months after the completion of all Environmental Site Assessment Reports in respect of such lands, the Owner's Qualified Person will provide a letter certifying that the lands to be conveyed have not been subject to new releases or sources of contamination that would change the applicable site specific standards or the recommended Risk Management Measures for the subject lands, as documented in the applicable Record of Site Condition.
40. The Owner agrees to comply with the requirements of the Certificate of Property Uses (CPU) issued by the MECP applicable to lands and easements to be conveyed to the City, upon issuance of the CPU by the MECP until Assumption Services by the City, to the satisfaction of the Chief Engineer and Executive

Director, Engineering and Construction Services and the General Manager, PFR). Prior to Assumption of Services, the Owner's Qualified Person will provide a letter confirming that the Owner has complied with the requirements of the Risk Assessments and the CPUs issued by the MECP during the warranty period.

41. The Owner shall undertake environmental site assessments and file Records of Site Condition in accordance with O. Reg. 153/04 for lands to be conveyed to the City in accordance with the "Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act", except as otherwise approved by Council, including providing payment for a peer reviewer. For lands that are proposed to be conveyed to the City for road right-of-way purposes, the Owner shall submit to the satisfaction of Chief Engineer and Executive Director, Engineering and Construction Services and the General Manager, Transportation Services. For lands that are proposed to be conveyed to the City for parkland purposes, the Owner shall submit to the satisfaction of the General Manager, PFR. All lands to be conveyed to the City shall be remediated prior to conveyance in accordance with the property-specific standards and Risk Management Measures set out in the Records of Site Condition filed in accordance with O. Reg. 153/04, acceptable to Engineering & Construction Services and the General Manager, PFR (for lands conveyed for parkland purposes). Notwithstanding the City's "Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act", lands to be conveyed to the City may be subject to a risk management plan, and conditions in a CPU, that require ongoing monitoring of groundwater by the Owner, and by the City following conveyance.

#### **Green Infrastructure ('GI')**

42. Prior to the registration of each phase of the Plan of Subdivision the Owner shall provide to the satisfaction of the Chief Engineer, in consultation with Urban Forestry, Transportation Services, Parks and Recreation and City Planning, detailed drawings that illustrate the implementation of Green Infrastructure standards, in accordance with the City's Construction Specifications and Drawings for Green Infrastructure in effect at the time of first engineering submission of any engineering drawings ("GI").
43. The Owner agrees to submit to the MECP to obtain an ECA for all stormwater management facilities, including green infrastructure, that require an ECA from the MECP.
44. Prior to Acceptance of Services for each phase of registration of the Plan of Subdivision, the Owner shall provide to the Chief Engineer and Executive

Director, Engineering and Construction Services, a certification from the Consulting Engineer who designed and supervised the construction of the GI that it has been constructed in accordance with the accepted Plans and in accordance with the City's Standards including, but not limited to, the Green Infrastructure Standards and that all horticultural features that were introduced in the municipal right-of-way were planted during the planting seasons outlined in TS 5.10 – Growing Medium and TS 5.30 – Planting.

45. Prior to Acceptance of Services for each phase of registration of the Plan of Subdivision, the Owner shall submit as-built drawings to the satisfaction of the Chief Engineer and Executive Director, Engineering & Construction Services and in accordance with the requirements outlined in the Field Services Manual, City of Toronto, June 2021 (or latest version) and the Design Criteria for Sewers and Watermains, City of Toronto, January 2021 (or latest version).
46. Prior to Acceptance of Services for each phase of registration of the Plan of Subdivision, the Owner agrees to provide an operations and maintenance manual for the GI that outlines preventative maintenance, operational activities and the associated frequencies to maintain the infrastructure in working order and restorative maintenance activities. The manual shall outline and delineate operations and maintenance activities required for a period of 24 (twenty-four) months from the Acceptance of Services (the 'warranty period') and operations and maintenance activities required after the warranty period in perpetuity (the 'post warranty period'). The manual shall adhere to the guidelines and parameters outlined in the Life Cycle Activities for GI in the Right-of-way, September 2021 (or latest version), City of Toronto and in accordance with Chapter 743 of the Municipal Code. The manual shall be submitted to the satisfaction of the General Manager, Transportation Services.
47. Prior to Assumption of Services for each phase of registration of the Plan of Subdivision, the Owner shall provide written certification to the General Manager, Transportation Services, that the GI has been operated and maintained in accordance with the accepted operations and maintenance manual and to the satisfaction of the General Manager, Transportation Services.
48. The Owner shall maintain the horticultural components of the GI during the post warranty period associated with each phase of registration of the Plan of Subdivision, in accordance with the accepted operations and maintenance manual and in accordance with Chapter 743 of the Municipal Code to the satisfaction of the General Manager, Transportation Services.



49. Prior to the Acceptance of Services for each phase of registration of the Plan of Subdivision, the Owner shall pay for the monitoring of water quality and water quantity parameters for the GI systems during the warranty period. The Owner acknowledges that the City will hire a third-party consultant to monitor the GI and that the Owner is responsible for paying all costs associated with retaining such third-party consultant.

### **Interim Stormwater Management Infrastructure**

Conditions to be finalized to address stormwater management requirements.

### **TRANSPORTATION SERVICES**

1. Prior to the earlier of the registration of the Plan of Subdivision and Release for Construction of Services as it pertains to each Phase, the Owner shall prepare and submit, as required and to the satisfaction of General Manager, Transportation Services, all technical reports, studies and drawings, to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan of Subdivision as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
2. Prior to the earlier of the registration of the Plan of Subdivision and the Release for Construction of Services for each Phase for proposed encroachments/structures within the rail corridor setback, the Owner shall submit written confirmation from the rail authority to the General Manager, Transportation Services that arrangements and permission have been made with the rail authority to permit such encroachments/structures. The Owner acknowledges and agrees that in the event that permission is not granted by the rail authority, the Owner shall submit an alternative design solution to the General Manager, Transportation Services for review and acceptance.
3. The Owner agrees that there shall be no access points from the future Downsview Park Boulevard along Blocks L, M and N.
4. The owner shall contact Transportation Service, Permits and Enforcement unit to obtain the requirements for tiebacks and shoring for Streets D and C.
5. Prior to the earlier of the Release for Construction of Services and Plan of Subdivision registration as it pertains to Phase 1, the Owner shall enter into a paver agreement and receive a permit for unit pavers at the intersection of Street C and Blocks 24 and 25, to the satisfaction of the General Manager of Transportation Services.
6. Prior to the road, and corner rounding being conveyed to the City, the Owner shall remove all existing right-of-way/easements from the subject lands.
7. Prior to the earlier of Release of Construction of Services and registration of the Plan of Subdivision for each phase, the Owner shall remove portions of the reserve

at all intersections and in areas where private driveway entrances and new public roads connect to existing roads.

8. Prior to the earlier of Release of Construction of Services and registration of the Plan of Subdivision for each phase, the Owner shall provide an updated comprehensive Transportation Impact Study Addendum, to the satisfaction of Transportation Services.
9. Prior to the earlier of Release of Construction of Services and registration of the Plan of Subdivision for each phase, the Owner shall provide an updated functional road plan (for both the interim and ultimate conditions), including pavement markings and signage, for the new Public Streets and other road improvements. Updated plans (both Functional Road Plan and Pavement Marking and signage plans) must be completed to the satisfaction of Transportation Services. Also, submit Vehicle Maneuvering Diagrams for turning movement templates (i.e., Single-unit truck, city solid waste collection vehicle, maintenance vehicle: Plow Blade on SU, Caterpillar Model 926M Snowplow, and passenger vehicle) in both directions to confirm the proposed road and intersection design as per the guidelines and document all steps. Submitted Diagrams must be reviewed and completed to the satisfaction of Transportation Services.
10. The Owner shall submit a financial guarantee in the form of a certified cheque or letter of credit in the amount of 120% of the value for the design and construction of the new public roads as it pertains to each phase, to the satisfaction of the General Manager, Transportation Services.
11. The Owner must provide a financial guarantee in the form of a certified cheque or letter of credit in the amount of 120% of the value for the design and construction of the new signalized intersection, as well as for any required modifications, optimization, or improvements to the existing traffic signals or signal heads as it pertains to each phase, to the satisfaction of the General Manager, Transportation Services.
12. The Owner shall prepare and submit for review a cost estimate for any required road and intersection constructions/improvements after the approval of functional design (functional design still to be provided and reviewed) as it pertains to each phase. The cost estimate must separate the internal improvements from the external improvements. The cost estimate may include but is not limited to the following components:
  - a. Any identified road modifications/constructions.
  - b. Any identified intersection modifications/constructions.
  - c. Any identified sidewalk/curb modifications;
  - d. Any identified signage and pavement markings.
13. The Owner shall submit a payment in the form of a certified cheque in the amount of 120% of the value for the proposed pavement marking and signage modifications and improvements as it pertains to each phase.

14. The Owner shall submit a payment (amount to be determined) as part of the 5-year maintenance fee for each approved new traffic control signals as it pertains to each phase.
15. The Owner shall submit a request to the General Manager, Transportation Services or their delegate, at least 6 months prior to the installation of the Traffic Control Signals at the Street A / Street B intersection, in order to obtain necessary approvals from Toronto City Council.
16. The Owner shall submit a request to the General Manager, Transportation Services or their delegate, at least 6 months prior to the installation of the All-way Stop Control at the Street A / Street D and Street B / Street L / Hanover Road intersections, in order to obtain necessary approvals from Toronto City Council.
17. The Owner shall construct new public roads, including signalized intersections, as required, in Phase 1. The signalized intersections should be built and energized towards the end of the public road construction and completed before the road opens to the public and at no cost to the City.
18. The Owner shall submit a financial guarantee in the form of a certified cheque or letter of credit in the amount of 120% of the value for road infrastructure improvements (including traffic signal and cycling infrastructure work) and the new public streets as it pertains to each phase, to the satisfaction of the General Manager, Transportation Services.
19. Prior to the earlier of the release for construction of services and registration of the Plan of Subdivision as it pertains to Phase 2, an analysis of the intersection of Street B and future Downsview Park Boulevard will be completed to ensure that the corner roundings provided are sufficient. If the analysis indicates a revision is needed, the draft plan will be revised accordingly to modify Block N to include corner rounding.
20. Prior to the registration of the Plan of Subdivision for Phase 2, the final alignment of Downsview Park Boulevard, including the location of Street B where it ties into future Downsview Park Boulevard vertically and horizontally shall be confirmed through the Downsview Major Streets Phases 3-4 Environmental Assessment (EA), which will confirm a 30% preliminary design for Downsview Park Boulevard. The final plan of subdivision shall not preclude the final alignment of Downsview Park Boulevard, including a connection of Street B to Downsview Park Boulevard per the recommended design of the Phase 3-4 EA.

#### **Taxiway Street – Blocks 24 and 25**

21. Prior to the Release for Construction of Services for Phase 1, the Owner shall provide plans for blocks 24 and 25, to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Development Review, and the General Manager, Transportation Services.
22. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision for Phase 1, the owner shall post an irrevocable letter of credit

equal to 75% of the value of the landscape cost estimate for the required landscaping in accordance with the accepted plans.

23. Prior to the registration of the Plan of Subdivision as it pertains to Phase 1, the owner shall construct Blocks 24 and 25 to the satisfaction of the Executive Director, Development Review and the General Manager, Transportation Services.
24. Prior to the conveyance of the Taxiway Street Easement, the Owner shall provide certification from a qualified engineer that Taxiway Street has been designed to meet structural loading requirements for use by emergency vehicles and fire access route requirements, to the satisfaction of Chief Engineer and Executive Director, Engineering and Construction Services.
25. Prior to the registration of the Plan of Subdivision as it pertains to Phase 1, the owner shall convey an easement in favour of the City and enter into an easement agreement with the City for public access over and along Blocks 24 and 25.

### **Street C**

26. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision for Phase 1, the Owner shall provide plans for the Street C, and Blocks 24 and 25 intersection, to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, that include:
  - a. Materiality that is the same, or similar to, the materiality of Taxiway Street; and
  - b. If the Intersection is to be signalized, signalization that prioritizes pedestrians.
27. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision for Phase 1, the Owner is required to apply for approval of a streetscape permit in accordance with By-law 1247-2016, if the approved drawings provide for the installation of pavers in the Taxiway Intersection.

### **Encroachments**

28. Prior to the registration of the plan of subdivision as it pertains to Phase 1, the Owner must enter into an encroachment agreement for the existing hangar doors located on Block A to encroach onto the proposed municipal right-of-way on Street D to the satisfaction of the General Manager, Transportation Services. The encroachment agreement shall be registered after the registration of the plan of subdivision.

## **FORESTRY**

### **Tree Preservation**

1. The Owner agrees, prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision as it pertains to each Phase, to submit

with the first engineering submission, a Tree Preservation Plan acceptable to Environment, Climate and Forestry in consultation with the Chief Engineer and Executive Director, Engineering and Construction Services .

2. The Owner agrees to protect all trees until the Tree Preservation Plan has been approved by Environment, Climate and Forestry.
3. It is understood and agreed that the “Tree Preservation Plan” will:
  - a. be prepared in conjunction with the Subdivision Grading Plan as it pertains to each Phase, which indicates all appurtenances associated with services and utilities and show trees proposed for removal, trees to be preserved and tree protection measures including tree protection barriers which clearly illustrate tree protection zones;
  - b. be prepared by a qualified arborist or other tree professional satisfactory to Environment, Climate and Forestry;
  - c. indicate the accurately plotted location, species, size and condition of the trees identified and shown on the approved plan; and
  - d. identify and evaluate which trees are to be preserved and the methods to be implemented to protect the trees during construction activities associated with the Subdivision, and identify and evaluate trees proposed for removal and the reason for their removal.
4. The Owner agrees to protect all existing trees which are situated on the lands to be conveyed or dedicated to the City as road allowances, parkland, the Greenway, and Reserve Blocks and which are identified for protection in the Tree Preservation Plan approved by Environment, Climate and Forestry. The Owner further agrees not to injure or destroy any trees which are to be preserved and to protect these trees from physical damage to trunks, limbs or roots during construction in accordance with the Tree Preservation Plan.
5. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision as it pertains to each Phase, the Owner agrees to obtain any approvals or permits necessary to comply with the City’s Tree By-laws, as amended from time to time.

### **Street Tree Planting**

6. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision as it pertains to each Phase, the Owner agrees to submit a detailed landscape plan of tree planting indicating the location, species, size, condition, and soil volume calculations for all trees proposed to be planted within the

road allowances, the Greenway, Reserve Blocks, and Taxiway Street, for the approval of Environment, Climate and Forestry and the Chief Engineer.

7. Prior to the earlier of the Release for Construction of Services and registration of the Plan of Subdivision as it pertains to each Phase, the Owner agrees to post a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, equivalent to One Hundred and Twenty Percent (120%) of the value of the street trees and other plantings, as a Financial Security, to guarantee the planting including the maintenance of the street trees for a minimum period of two (2) years to the satisfaction of Environment, Climate and Forestry.
8. The Owner agrees, prior to planting any trees, to submit a watering schedule acceptable to Environment, Climate and Forestry. The Owner further agrees to adhere to the watering schedule during the (2) two-year maintenance period.
9. The Owner agrees that no wording will be included in any agreement of purchase and sale that states or creates an expectation that there will be a tree in front of each property.
10. Where street tree planting is not possible, the Owner agrees to make a cash contribution to the City in lieu thereof in an amount to be determined by Environment, Climate and Forestry.

## METROLINX

1. The Owner agrees that the following clause shall be inserted in all new and future development agreements, offers of purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way:  
**“Warning:** Metrolinx and its assigns and successors in interest has or have a right-of-way within 300 metres from the subject land. There may be alterations to or expansions of the rail or other transit facilities on such right-of-way in the future including the possibility that Metrolinx or any railway entering into an agreement with Metrolinx to use the right-of-way or their assigns or successors as aforesaid may expand or alter their operations, which expansion or alteration may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual lots, blocks or units.”
2. The owner agrees that through the Site Plan application process, the Applicant shall implement the noise mitigation methods identified in Noise and Vibration impact study prepared by Aercoustics dated March 21, 2025, to the satisfaction of Metrolinx.

3. The Owner shall engage with Metrolinx via the third-party technical review process to ensure that the design and installation of the subject sanitary crossing is to the satisfaction of Metrolinx and does not adversely impact the Metrolinx rail corridor or other interests.
4. The Owner shall engage with Metrolinx via the third-party technical review process to ensure that the installation of the subject active transportation bridge is to the satisfaction of Metrolinx and does not adversely impact the Metrolinx rail corridor or other interests.

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