

Attachment 5: Draft Plan of Subdivision Conditions

City File No.: 24 153246 WET 03 SB

CONDITIONS

The following conditions apply to the Draft Plan of Subdivision prepared by Bousfields Inc, being drawing number 22372 - 27dp dated June 13, 2025, for lands described as: Lots 141 to 151 (both inclusive), Lots 162 to 177 (both inclusive), Lots 188 to 203 (both inclusive), Lots 215 to 229 (both inclusive), and Part of Lots 135 to 140 (both inclusive), Lots 239 to 255 (both inclusive), Lots 152, 161, 178, 187, 204, 213, 214 & 230, and Part of Barclay Avenue (as closed by Inst. Nos EB71649, EB363289 & EB376784), and Part of Leeson Avenue (as closed by Inst Nos, EB105133 & EB245456) and Part of Block A Registered Plan 1051 City of Toronto.

The Plan of Subdivision is composed of the following parcels of land:

Parcel	Use	Area (Hectares)	Area (Acres)
Block 1	Employment	0.1972	0.4872
Block 2	Employment	0.3255	0.8043
Block 3	Mixed Use	0.5916	1.4618
Block 4	Mixed Use	0.6233	1.5402
Block 5	Mixed Use	0.8090	1.9990
Block 6	Mixed Use	0.7698	1.9022
Block 7	Mixed Use	0.3901	0.9639
Block 8	Mixed Use	0.2378	0.5876
Block 9	Enhanced Landscape Area (South)	0.1575	0.3891
Block 10	Phase 1 Park	0.2133	0.5270
Block 11	Phase 2 Park	0.2132	0.5268
Block 12	Private Driveway	0.0827	0.2043
Block 13	Interim Park/Walkway POPS (North)	0.0159	0.0392
Block 14	Interim Park/Enhanced Landscape Area (North)	0.1551	0.3832
Block 15	Walkway POPS (South)	0.2626	0.6488
	Public Streets A, B, C	1.0902	2.6939

The Plan of Subdivision shall proceed in two phases as follows:

Phase 1: Blocks 1, 3, 4, 8, 10, 12, 13, 14, and Public Streets “A”

Phase 2: Blocks 2, 5, 6, 7, 9, 11, 15, and Public Streets “B” and “C”

A - ALL PHASES: CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

General

1. Conditions that stipulate, "Prior to the registration of this phase of the Draft Plan of Subdivision..." reflect requirements prior to registration for that particular phase of the Plan of Subdivision only and not for the registration of any other phase. Conditions that stipulate "prior to the registration of **any** phase of the Draft Plan of Subdivision" reflect a requirement that must precede the registration of any of the phases. Conditions that stipulate "prior to the registration of **each** phase of the Draft Plan of Subdivision" reflect a requirement that must be fulfilled more than once, prior to the registration each particular phase.
2. **Definitions**
 - (i) **"Above Base Park Improvements"** has the meaning set out in Section B48 and C32 of these Draft Plan of Subdivision Conditions.
 - (ii) **"Above Base Park Improvements Security"** has the meaning set out in Section B32 and C15 of these Draft Plan of Subdivision Conditions.
 - (iii) **"Above-Grade Building Permit"** shall mean a Building Permit which permits the construction of a building or structure, or portion thereof, above-ground but, for clarity, does not include a Building Permit solely for the demolition, excavation, shoring or Foundation Permit, a Building Permit for the construction of a Temporary Sales Office, or a Building Permit for repairs, maintenance and usual and minor works to buildings existing on the Lands on the date of the Subdivision Agreement.
 - (iv) **"Approved Park Submission"** has the meaning set out in Section B51 and C35 of these Draft Plan of Subdivision Conditions.
 - (v) **"Base Park Improvements"** has the meaning set out in Section B35 and C18 of these Draft Plan of Subdivision Conditions.
 - (vi) **"Base Park Improvements Security"** has the meaning set out in Section B32, C15 of this Draft Plan of Subdivision Conditions.
 - (vii) **"Building"** shall mean a building for which a Building Permit is required.
 - (viii) **"Building Code"** shall mean O. Reg. 332/12.
 - (ix) **"Building Code Act"** shall mean the *Building Code Act, 1992*, S.O. 1992, c. 23.
 - (x) **"Building Permit"** shall mean a permit, issued pursuant to Section 8 of the *Building Code Act*, to construct the Development or a portion thereof, including a permit for excavation, shoring or Foundation Permit, but it does not include any permit issued

pursuant to Section 8 of the *Building Code Act*, to construct a Temporary Sales Office or a portion thereof on the Lands.

- (xi) **“Certificate of Authorization”** shall mean a certificate of authorization as defined in O. Reg. 941/90.
- (xii) **“Chief Building Official”** shall mean the Chief Building Official and Executive Director, Toronto Building for the City appointed pursuant to Section 3 of the *Building Code Act* and shall include their designate(s).
- (xiii) **“Chief Engineer”** shall mean the Chief Engineer and Executive Director of Engineering and Construction Services, or their designate(s).
- (xiv) **“Chief Financial Officer and Treasurer”** shall mean the Chief Financial Officer and Treasurer of the City and shall include their designate(s).
- (xv) **“Chief Planner”** shall mean the Chief Planner and Executive Director, City Planning Division for the City, and shall include their designate(s).
- (xvi) **“City”** shall mean the City of Toronto.
- (xvii) **“City Council”** shall mean the municipal council of the City.
- (xviii) **“City of Toronto Act, 2006”** shall mean the *City of Toronto Act, 2006*, S.O. 2006, c.11, Schedule A.
- (xix) **“City Solicitor”** shall mean the City Solicitor for the City and shall include their designate(s).
- (xx) **“Construction Act”** shall mean the *Construction Act*, R.S.O. 1990, c. C.29.
- (xxi) **“Construction Price Index”** shall mean the residential or non-residential, as the case may be, Building Construction Price Index for the Toronto Census Metropolitan Area, as reported quarterly by Statistics Canada in Building Construction Price Indexes Publication No. 18-10-0135-01, or its successor.
- (xxii) **“Development”** shall mean the development of the Lands as permitted by the Amending By-laws, as may be amended or varied from time to time, as permitted by law.
- (xxiii) **“Development Charges”** shall mean those charges under the City’s Development Charges By-law, being By-law No. 515-2018 as amended, superseded, or replaced pursuant to the *Development Charges Act, 1997*.
- (xxiv) **“Development Charges Act, 1997”** shall mean the *Development Charges Act, 1997*, S.O. 1997, c. 27, as it read on the day before the applicable date set out in Subsection 37.1(5) of the *Planning Act* came into force.

- (xxv) **“Development Charges By-law”** shall mean the City of Toronto Development Charges By-law No. 515-2018, as amended, or any successor by-law pursuant to the *Development Charges Act, 1997*.
- (xxvi) **“Development Review Process”** shall mean the Site Plan Application and Site Plan Approval process contemplated by Section 41 of the *Planning Act*, or Section 114 of the *City of Toronto Act, 2006*.
- (xxvii) **“Enhanced Landscape Area (North)”** and **“Enhanced Landscape Area (South)”** being respectively, Blocks 14 and 9, shall mean, for the purposes of these Draft Plan of Subdivision Conditions, lands that will be privately owned and may only be used for the purposes specified in the Site-Specific Zoning By-law XXXX-2025. **“Enhanced Landscape Area (North)”**, being Block 14, will be conveyed to the City on a temporary basis as a portion of the **“Interim Park”**, and will be returned to the Owner pursuant to a Land Exchange Agreement following the conveyance of Block 11.
- (xxviii) **“Environmental Protection Act”** shall mean the *Environmental Protection Act*, R.S.O. 1990, c. E.19.
- (xxix) **“Executive Director, DR”** shall mean the Executive Director, Development Review for the City and shall include their designate(s).
- (xxx) **“Final Park Acceptance Certificate”** has the meaning set out in the Section B82 and C66 of these Draft Plan of Subdivision Conditions.
- (xxxi) **“Financial Security”** shall mean a Letter of Credit or Surety Bond, at the Owner’s sole discretion, in a form and from an institution acceptable to the Chief Financial Officer and Treasurer or a certified cheque payable to the Chief Financial Officer and Treasurer and shall be sufficient to guarantee the terms and obligations set out in these Draft Plan of Subdivision Conditions.
- (xxxii) **“Foundation Permit”** shall mean a Building Permit issued pursuant to the *Building Code Act*, to construct a building foundation on the Lands.
- (xxxiii) **“Interim Park”** shall mean, for the purposes of these Draft Plan of Subdivision Conditions, being Blocks 13 and 14, to be used on a temporary basis for park purposes and shall be subject to a Land Exchange Agreement which will return Block 13 and 14 to the Owner following the conveyance of Block 11.
- (xxxiv) **“Interim Base Park Improvements”** has the meaning set out in Section B24 of this Draft Plan of Subdivision.
- (xxxv) **“Landscape Architect”** shall mean a professional landscape architect or firm of landscape architects retained by the Owner and skilled and experienced in design, planning and management of the land and registered with the Ontario Association of Landscape Architects, possessing a current certificate of authorization to practice landscape architecture as required by the Ontario Association of Landscape Architects.

- (xxxvi) **“Land Exchange Agreement”** shall mean, an agreement to be entered into between the City and the Owner pursuant to which the City would agree to transfer Blocks 13 and 14 to the Owner in exchange for Block 11, which exchange shall be completed prior to the issuance of the first Above-Grade Building Permit for the eighth residential building.
- (xxxvii) **“Letter of Credit”** means an irrevocable unconditional standby letter of credit from a Canadian Charter Bank acceptable to the Chief Financial Officer and Treasurer, with such alterations, if any, in language (not affecting the substance thereof) as are acceptable to the Chief Financial Officer and Treasurer, with the necessary particulars entered thereon.
- (xxxviii) **“O. Reg 153/04”** shall mean the Ontario Regulation 153/04: Records of Site Condition – Part XV.1 of the Act made pursuant to the *Environmental Protection Act*.
- (xxxix) **“Owner”** means New Queensway LP and its respective successors and assigns being the registered owner(s) of the Lands and any portions of the Lands, and for the purposes of these Draft Plan of Subdivision Conditions shall include any subsequent owners of the Lands or of any portions of the Lands.
- (xl) **“PAA”** shall mean Park Access Agreement.
- (xli) **“Park Acceptance”** has the meaning set out in Section B72 and C58 of these Draft Plan of Subdivision Conditions.
- (xlii) **“Park Completion Certificate”** has the meaning set out in Section B74 and C58 of these Draft Plan of Subdivision Conditions.
- (xliii) **“Park Guarantee Period”** has the meaning set out in Section B80 and C64 of these Draft Plan of Subdivision Conditions.
- (xliv) **“Park Improvements”** shall mean, collectively, the Base Park Improvements and the Above Base Park Improvements.
- (xlv) **“Park List of Deficiencies”** has the meaning set out in Section B75 and C59 of these Draft Plan of Subdivision Conditions.
- (xlvi) **“Park Notice of Acceptance”** has the meaning set out in Section B77 and C61 of these Draft Plan of Subdivision Conditions.
- (xlvii) **“Park Submission”** has the meaning set out in Section B50 and C34 of these Draft Plan of Subdivision Conditions.
- (xlviii) **“Parkland”** shall mean the lands to be used for park or other public recreation purposes.
- (xlix) **“Parties”** mean the Owner and the City and **“Party”** shall mean any one of them.

- (l) **“Phasing Plan”** shall mean, for the purposes of this subdivision, a phasing plan consisting of two phases, comprising the following blocks in each phase:
 - i. **Phase 1:** Blocks 1, 3, 4, 8, 10, 12, 13, 14, and Public Streets “A”
 - ii. **Phase 2:** Blocks 2, 5, 6, 7, 9, 11, 15, and Public Streets “B” and “C”.
- (li) **“Planning Act”** shall mean the *Planning Act*, R.S.O. 1990, c.P.13.
- (lii) **“Practitioner”** has the meaning set out in O. Reg. 941/90 and shall be the holder of, or employed by a holder of, a Certificate of Authorization.
- (liii) **“Private Driveway”** being Block 12, shall mean, for the purposes of these Draft Plan of Subdivision Conditions, lands that will be privately owned and shall be used for the purposes of providing ingress/egress from the adjacent site to the north to Public Road A.
- (liv) **“Professional Engineer”** has the meaning set out in the Professional Engineers Act.
- (lv) **“Professional Engineers Act”** shall mean the *Professional Engineers Act*, R.S.O. 1990, c. P.28.
- (lvi) **“Public Park”** shall mean the lands described as Phase 1 Park (Block 10) and Phase 2 Park (Block 11) on the Draft Plan of Subdivision, and as improved by the Park Improvements.
- (lvii) **“Qualified Person”** shall mean a person retained by the Owner who meets the qualification requirements set out in the *Environmental Protection Act* and more particularly in O. Reg. 153/04, which defines four different types of qualified persons and sets out the qualifications for each type of environmental site assessment work.
- (lviii) **“RSC”** shall mean Record of Site Condition.
- (lix) **“Section 118 Restriction”** shall mean a restriction registered on title pursuant to Section 118 of the Land Titles Act.
- (lx) **“Site Plan Agreement”** shall mean an agreement pursuant to Section 114 of the *City of Toronto Act, 2006*.
- (lxi) **“Site Plan Application”** shall mean an application for the approval of plans pursuant to Section 114 of the *City of Toronto Act, 2006*.
- (lxii) **“Site Plan Approval”** shall mean the approval of the Site Plan Application in accordance with the provisions of the *City of Toronto Act, 2006*.
- (lxiii) **“Statutory Parkland Dedication”** shall mean, for the purposes of these Draft Plan of Subdivision Conditions, the phased conveyance of land for park or other public

recreation purposes being the **Phase 1 Park** (Block 10) and “**Phase 2 Park**” (Block 11), pursuant to Section 42 of the *Planning Act*.

- (lxiv) “**Surety Bond**” shall mean a bond as contemplated by Section 70.3.1 of the *Planning Act* which complies with O. Reg 461/24 and is in a form and content with terms satisfactory to the City Treasurer.
- (lxv) “**Temporary Fencing**” shall mean, for the purposes of these Draft Plan of Subdivision Conditions, a chain link or a similar type of fence installed for the “**Interim Park**”, in accordance with the City of Toronto standards, to the satisfaction of General Manager, Parks and Recreation (“**Parks and Recreation**”).
- (lxvi) “**Toronto Building**” shall mean the Division, headed by the Chief Building Official, within the City of Toronto responsible for: reviewing applications to demolish, alter, or construct buildings; issuing building permit applications; conducting inspections; and ensuring compliance with the *Building Code*.
- (lxvii) “**Walkway POPS (North)**” and “**Walkway POPS (South)**” being Blocks 13 and 15, respectively, shall mean, for the purposes of these Draft Plan of Subdivision Conditions, lands that will be Privately Owned Publicly-Accessible spaces, and shall be subject to a POPS Agreement. “**Walkway POPS (North)**”, being Block 13, will be conveyed to the City on a temporary basis as a portion of the “**Interim Park**”, and will be dedicated as POPS after the “**Statutory Parkland Dedication**” has been conveyed.

LEGAL SERVICES

- 3. Prior to registration of any phase of the Plan of Subdivision, the Owner shall enter into the City of Toronto (the “City”) standard subdivision agreement (the “Subdivision Agreement”) to the satisfaction of the City Solicitor, subject to necessary modifications as contemplated by these Draft Plan of Subdivision Conditions.
- 4. Prior to the earlier of Site Plan Approval and the first residential use of a building or structure on the Lands for each Phase, the Owner shall register the Plan of Subdivision for that Phase.
- 5. Prior to introducing the necessary bills for enactment, the Owner shall enter into an Agreement pursuant to Section 37(7.1) of the *Planning Act* to the satisfaction of the Executive Director, Development Review Division, and register the Section 37(7.1) In-Kind Contribution Agreement on title to the Lands to the satisfaction of the City Solicitor.
- 6. Prior to the issuance of the first Above-Grade Building Permit for the first residential building in Phase 1, the Owner shall enter into a Land Exchange Agreement, to the satisfaction of the City Solicitor and the Executive Director, Corporate Real

Estate Management and in consultation with the Executive Director, Development Review.

COMMUNITY PLANNING

7. Prior to the earlier of the release for construction of services and plan registration for any phase, the zoning by-law which permits the development must be in full force.
8. Phase 1 of the development shall proceed prior to Phase 2. Prior to registration of the Plan of Subdivision, the Owner shall submit a phasing plan that will indicate the sequence of development and the number of units for each phase to the satisfaction of the Executive Director, Development Review. The owner agrees to construct the development in accordance with the phasing set out in the approved phasing plan.
9. The Owner will construct and maintain the development of the lands, at a minimum, in accordance with Tier 1 performance measures of the Toronto Green Standard, and the Owner will be encouraged to achieve Tier 2 performance measures of the Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of Toronto Green Standards applicable at the time of the complete site plan control application for each building on the lands.
10. The Owner agrees that the Compatibility and Mitigation Study (Air Quality, Dust, Odour, Noise and Vibration), as may be revised, is to be peer reviewed by the City at the Owner's cost. The Owner further agrees to implement the outcome of the peer review process, including any recommendations by the peer reviewer and City staff, to the satisfaction of the Executive Director, Development Review.
11. The Owner agrees to implement, during the Site Plan Control process, all pedestrian wind mitigation measures recommended in the Pedestrian Wind Assessment by SLR, dated December 10, 2024, as may be updated, to the satisfaction of the Executive Director, Development Review.
12. Prior to registration of each phase of the Plan of Subdivision, the Owner shall provide to the Director of Community Planning, Etobicoke 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 or confirmation of Payment in Lieu of Taxes in accordance with the Payment in Lieu of Taxes Act) and 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, or the Payment in Lieu of Taxes Act, 1985. 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 in the

event the City is successful with the appeal.

DEVELOPMENT ENGINEERING

13. The Owner shall be required to dedicate all roads, corner roundings and road widenings, if any, shown on the plan.
14. Upon Plan Registration, the Owner shall convey all necessary above and below grade easements to the City, subject to the specific timing of conveyances as set out in the Conditions of Draft Plan Approval.
15. The Owner shall be required to 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 Director, Engineering Review, Development Review in consultation with the City Solicitor.
16. The Owner shall be required to submit a draft Reference Plan of Survey to the Director, Engineering Review, Development Review, for review and approval, prior to depositing it in the Land Registry Office. The plan should:
 - a) Be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System and the 3 degree Modified Transverse Mercator Projection);
 - b) Delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements; and
 - c) Show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.
17. The Owner shall be required to pay all costs for preparation and registration of reference plan(s).
18. The Owner shall be required to pay for and construct all municipal infrastructure required to service the Plan of Subdivision, including municipal infrastructure external to the Plan of Subdivision.
19. The Owner shall be required to pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
20. The Owner shall be required to submit financial security in accordance with the terms of standard subdivision agreement.
21. The proposed municipal roads, with required road widths as identified on the Draft Plan of Subdivision, must be designed and constructed in accordance with the City of Toronto Development Infrastructure Policy and Standards (DIPS) modified

with 2.1 metres wide concrete sidewalk along both sides of the street to the Director, Engineering Review, Development Review.

22. Prior to registration of the Plan of Subdivision for any phase, the Owner agrees to submit composite utility plans, including the location of all existing and proposed underground and above ground utilities in relation to proposed tree planting locations to the satisfaction of Engineering and Construction Services and the General Manager of Parks and Recreation, and the Executive Director of Environment, Climate and Forestry.
23. In addition to the other financial security obligations contained in the Subdivision Agreement, prior to the earlier of the release for construction of services or prior to the registration of the Plan of Subdivision for each phase, the Owner agrees to provide the City financial security in the amount of 130% of the value of the cost estimate of the street lighting required to be installed under this Agreement, to the satisfaction of Engineering and Construction Services.
24. Prior to the earlier of the release for construction of services or the registration of the plan of subdivision, the Owner agrees to submit to the satisfaction of Engineering and Construction Services, the following:
 - a) Toronto-Hydro Electric System Ltd. (electrical distribution):
 - i. copy of Offer to Connect for the Subdivision;
 - ii. written confirmation that financial securities have been posted for the Subdivision; and
 - iii. written confirmation that satisfactory arrangements have been made for the installation of an electrical distribution system for the Subdivision.
 - b) Toronto-Hydro Energy Services Inc. (Street Lighting):
 - i. cost estimate of the construction/installation of street lighting and the hydro inspection fee for the Subdivision;
 - ii. financial security in the amount of 130% of the street lighting cost estimate and inspection fee for the Subdivision has been provided to the City;
 - iii. written confirmation that satisfactory arrangements have been made for the installation of street lighting for the Subdivision.
25. The definition of Services in these conditions shall not include street lighting.
26. The Owner shall be responsible for all damages to the existing municipal infrastructure resulting from the Owner's construction activities.
27. The Owner shall obtain/verify the municipal addresses that will be required for the purpose of setting up the water account with Toronto Water when application is

made for the proposed sewer and or/water service connections (as applicable).

28. The Owner shall initiate the street naming process so that all public streets, private access roads and private walkways shall be named to facilitate access to the units fronting these streets, roads and walkways.
29. The Owner must adhere to the City's Foundation Drainage Policy (<https://www.toronto.ca/services-payments/water-environment/water-sewer-related-permits-and-bylaws/sewers-by-law/managing-foundation-drainage/>) and comply with the following requirements:
 - a) Long-term Discharge of *Foundation Drainage* to the City's sanitary sewer system will not be permitted.
 - b) Discharge of *Foundation Drainage* from the interception and/or extraction of Groundwater from confined aquifers will not be permitted to any of the City's sewer systems.
 - c) Long-term Discharge of *Foundation Drainage* that contains any Groundwater will not be permitted to the City's storm or combined sewer system, unless *Foundation Drainage* is deemed to contain only Infiltrated Stormwater.
 - d) *Foundation Drainage* infrastructure may be installed on private property that could allow a Temporary Service Connection to facilitate future emergency repairs to On- site Management measures.
 - e) Short-term Discharge of Foundation Drainage may be permitted to the City's sewer system if:
 - i. It meets the applicable quality limits as per Chapter 681 of the Toronto Municipal Code.
 - ii. Short-term Discharge to the City's sewer system will occur only under Dry Weather Flow conditions.
 - iii. All requirements for obtaining Private Water Discharge Permit will be satisfied for Short-term Discharge.

As such, an exemption would need to be applied for in order to permit the long-term discharge of foundation drainage to the City's sanitary sewer system and/or groundwater to the storm/combined sewer.

30. Prior to registration of the Plan of Subdivision for each phase, the Owner shall provide a Hydrogeological Report together with coordinated Hydrological

Review Summary Form and Servicing Report Groundwater Summary Form satisfactory to the Director, Engineering Review, Development Review.

31. Prior to issuance of Notice of Approval Condition (NOAC) for each block or Building, within the Plan of Subdivision, the Owner of the block must apply for short and long term discharge agreement to the City sewer system.

Servicing, Grading and Stormwater Management

32. Prior to registration of any Plan of Subdivision, the Owner shall submit to the Director, Engineering Review, Development Review, for review and acceptance a detailed infrastructure phasing plan outlining the necessary infrastructure required to service all phases of the lands.
33. The Owner agrees and acknowledges its obligation to construct the municipal roads and servicing in accordance with accepted Phasing Plan.
34. The Owner shall apply stormwater management techniques in the development of this subdivision in accordance with the City's Wet Weather Flow Management Guidelines and provide Functional Servicing and Stormwater Management Report to the satisfaction of the Director, Engineering Review, Development Review .
35. Prior to the Release for Construction of Services for each Phase, the Owner shall submit to the Director, Engineering Review, Development Review for review and acceptance, all revisions and/or updates to the Functional Servicing and Stormwater Management Report as may be necessary to address the Phasing Plan as directed by the Director, Engineering Review, Development Review. The Owner shall submit revised engineering drawings to reflect any changes/updates to the Functional Servicing and Stormwater Management Report.
36. Prior to the Release for Construction of Services for each Phase, the Owner shall update the accepted Functional Servicing Report and Stormwater Management Report, including the stormwater management strategy, if directed by the Director, Engineering Review, Development Review in the event that it is determined that field conditions are not suitable for implementation of the servicing and storm water strategy recommended in the Functional Servicing and Stormwater Management Report.
37. The Owner agrees and acknowledges that, prior to the earlier of release for construction of municipal services or any other stage of this development to conduct updated water distribution analysis if the fire demand will increase during the detailed design of each block compared to the assumed demand during planning stage.
38. Prior to the Release for Construction of Services for Phase 1, the Owner shall

address operational issues for the proposed dead end watermain and submit Director, Engineering Review, Development Review watermain flashing Schedule to prevent stagnant water during extended low flow periods.

39. The Owner shall submit any additional supporting documentation as may be required by Development Engineering with respect to construction of external municipal infrastructure that must be in place prior to the Release for Construction of Services for each phase for approval by the Director, Engineering Review, Development Review.
40. Prior to the earlier of the registration of the Plan of Subdivision and the Release for Construction of Services for each phase, the Owner shall submit to the Director, Engineering Review, Development Review for review and acceptance the following:
 - a) Plan and Profile of all services and proposed infrastructure;
 - b) General Plan;
 - c) Grade Control Plan;
 - d) Storm Sewer Drainage Plan;
 - e) Sanitary Sewer Drainage Plan;
 - f) Drawings of Miscellaneous Details and Notes;
 - g) Pavement Markings and Traffic Sign Plan;
 - h) Design Sheets for Storm and Sanitary Sewers;
 - i) An Erosion and Sediment Control Plan;
 - j) Composite Utility Plan prepared by a licensed municipal servicing engineer, who will coordinate, on behalf of the City and to City standards, all utility company installation proposals and the street tree planting proposal within the public right-of-ways. This same consulting engineer will provide a composite utility plan, indicating the respective utility company's installations of services and the planting of street trees within the municipal road allowances created and/or extended to service this development. Such plan will be prepared to the satisfaction of the Director, Engineering Review, Development Review and the Executive Director, Environment, Climate and Forestry.
 - k) In preparing this plan, the engineer is to ensure that proposed utilities and landscaping within future right-of-way do not conflict with below or above grade services.

- l) The Owner is required to provide, a geotechnical report from a qualified soils engineer with respect to the existing soil conditions on the subject land including, and any soil and drainage problems that may be encountered in the development of this land including sewer construction within German Mills Creek area.
- m) Geotechnical report also include road pavement structure and pipe bedding materials in accordance with City of Toronto Standards and Specifications.
- n) Superpave asphalt mixes are mandatory for all projects and replace the former Marshall asphalt mixes.
- o) Provide updated phasing plan for the build-out of the site.
- p) Provide detailed cross-section design drawings for all new public streets, to the satisfaction of Director, Engineering Review, Development Review. Be advised, all new public streets will need to be designed in accordance with City Standards.
- q) Provide a functional plan including pavement marking and signage for the new public streets and modifications on Islington Avenue and Dorchester Avenue.
- r) Provide a plan showing all existing municipal service connections to be disconnected.
- s) Cost Estimate for all proposed future municipal infrastructure.
- t) The Owner will be required to provide the City with a Construction Management Plan outlining the following:
 - i. Dust/mud control on and offsite;
 - ii. Location of truck loading points, trailer parking;
 - iii. Location of temporary material storage areas;
 - iv. Access/truck routing;
 - v. Provision of hoarding, temporary fencing & covered walkways;
 - vi. Location and extent of aerial crane operations; and
 - vii. Parking for construction trades.

41. Prior to the acceptance and the assumption of services by the City pursuant to the Subdivision Agreement for each phase, the Owner agrees to perform all

necessary work to complete a Toronto Water Wellness Report to the satisfaction of the General Manager, Toronto Water.

42. The Owner shall provide certification to the Director, Engineering Review, Development Review by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.

Grading

43. The Owner acknowledges and agrees that the final grading of the Subdivision will be such that the surface water originating on the Draft Plan of Subdivision, including roof water from buildings and surface water from paved areas, will be discharged in a manner satisfactory to Director, Engineering Review, Development Review and the Owner further agrees that the existing drainage patterns on adjacent properties will not be altered.

TRANSPORTATION PLANNING

44. Prior to registration of the plan of subdivision, the Owner agrees to submit a Travel Demand Management plan identifying appropriate and coordinated travel demand management measures to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Development Review.
 - a. The Travel Demand Management plan should include but not be limited to the provision of Bike Share stations as part of the Travel Demand Management plan for the site as a whole and for each phase of development, with details on the financial contribution and location of stations secured prior to site plan approval for the phase containing the Bike Share station(s).
45. Prior to registration of the plan of subdivision, the Owner agrees to develop and submit a Mobility and Monitoring Plan.
 - a. The Mobility, Monitoring and Travel Demand Management Plans should, but not be limited to:
 - i. Monitor development levels in the Site Area in the context of the available multi-modal mobility network;
 - ii. Monitor travel characteristics of the Site Area as development progresses over time;
 - iii. Measure against the travel objectives for Site Area and other overarching policy objectives of the Official Plan and Provincial Policy Statement; and

- b. Inform transportation studies and decision making for subsequent development phases.
- 46. Prior to registration of the plan of subdivision, the Owner agrees to submit a plan identifying locations for publicly accessible pick-up and drop-off locations on-site, including the proposed phasing, with the detailed designs and locations to be finalized at site plan approval of the subject location to the satisfaction of the Chief Planner and Executive Director, City Planning.

TRANSPORTATION REVIEW

Road Conveyance

- 47. Pursuant to Section B1 and C1, the Owner shall dedicate all public roads and corner roundings to the City in accordance with the approved Draft Plan of Subdivision, the approved functional street network, cross-section drawings, and the approved engineering drawings.
- 48. All of the required land conveyances and/or road improvements shall be provided to the satisfaction of the Director, Engineering Review, Development Review and at no cost to the City of Toronto.
- 49. Prior to the conveyance of roads and corner roundings, the Owner shall remove all obstructions/encroachments and any existing right-of-ways and easements at- above, or below- grade within any required corner roundings and road conveyance.
- 50. The Owner shall submit to the Director, Engineering Review, Development Review, for review and acceptance, prior to depositing in the appropriate Land Registry Office, a Draft Reference Plan of Survey, in metric units and integrated with the Ontario Co-ordinate System, showing the co-ordinate values at the main corners of the development lands, and delineating thereon, by separate PARTS, the lands to be conveyed to the City as part of the proposed new public roads, corner roundings and road widening, the remainder of the site, and any appurtenant rights-of-way.

Road Improvements

- 51. The Owner shall submit acceptable Cross-Sections, Functional Road Plans, and Pavement Marking & Signage Plans for both the interim condition of Street A, and intersection improvements prior to the warranting of signalization at the proposed intersection of Islington Avenue and Public Road "A", Dorchester Avenue and Public Road "A", and Dorchester Avenue and Public Road "C".
- 52. The Owner is required to prepare and submit for review a cost estimate for any required road and intersection constructions/improvements after the approval of

functional design. 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.
53. Prior to conveying public roads and lands to the City, roads are required to be constructed to Development Infrastructure Policy & Standards (DIPS).
54. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for any phase, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit, surety bond or certified cheque (amount to be determined) to the satisfaction of General Manager, Transportation Services for the construction of the new Public Streets. This includes all required sidewalks and other features to be determined as part of the design process.
55. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for any phase, the Owner shall submit a financial guarantee in the form of a letter of credit, surety bond or certified cheque (amount to be determined) for the road improvements along the site frontage on Islington Avenue and Dorchester Avenue, to the satisfaction of the General Manager, Transportation Services.
56. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for any phase, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit, surety bond or certified cheque (amount to be determined) for intersection improvements at the intersection of Islington Avenue and Public Road "A", Dorchester Avenue and Public Road "A", and Dorchester Avenue and Public Road "C", to the satisfaction of the General Manager, Transportation Services.

Pavement Markings and Signage

57. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for each phase, the Owner shall submit a payment to the City of Toronto in the form of a certified cheque (amount to be determined) for the cost related to the installation of the pavement marking and signage

on new public roads, as well as modifications to pavement marking and signage required where Public Road “A” intersects with Islington Avenue and Dorchester Avenue, and where Public Road “C” interacts with Dorchester Avenue, to the satisfaction of the General Manager, Transportation Services.

58. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for each phase, the Owner shall submit a functional plan that includes the new pavement marking and signage on new public roads along with modifications where the Public Road “A” intersects with Islington Avenue and Dorchester Avenue, and where the Public Road “C” intersects with Dorchester Avenue to the satisfaction of the General Manager, Transportation Services.

URBAN FORESTRY

59. Prior to the registration of the Plan of Subdivision for each phase, if necessary, the Owner agrees to submit an application and pay the required application fees, tree value and contractor’s service agreement for the removal of trees that are subject to the City’s Street By-law and associated regulations in effect on the date of draft approval of the draft plan of subdivision, all to the satisfaction of the Executive Director of Environment, Climate and Forestry as follows:

- a) Permit Application and Fee: five (5) City-owned Street trees (Trees 231,242,320,321,322) are proposed for removal, and four (4) by-law regulated privately-owned subject site trees (Trees 247,248,249,250) are proposed for removal. Urban Forestry requires the submission of a complete “Application to Injure or Remove Trees” and associated application fees in the amount of \$3,831.75 (Current fees: \$425.75 per City Street tree, \$425.75 per private subject site tree, and \$891.30 per private boundary/neighbour tree). Please refer to the Payment Instructions below. The applicant is advised that submission of an application does not guarantee that a permit will be issued and that fees are subject to change. As part of the review process, Urban Forestry will independently assess the condition of the trees and the reason for their proposed removal against the provisions of the applicable by-law. The applicant may be required to submit revised plans and Urban Forestry may be required to notify the community, (co-)owner(s) of boundary/neighbour trees, consult with the ward councillor, and/or report to Council. The applicant is advised that By-law regulated trees may not be injured or removed until a Permit to Injure or Destroy a Tree has been issued by Urban Forestry, a Building or Demolition Permit has been obtained, and the construction which warrants tree injury/removal has commenced. The applicant is advised that, prior to finalization of the Site Plan Control review process, Urban Forestry may require payment of a refundable Tree Protection Guarantee for injury of City-owned trees, a non-refundable Tree Loss Payment for removal of City-owned trees, a refundable Tree Planting Security Deposit to ensure the planting and survival of new City trees, and/or a cash-

in-lieu payment for any required replacement trees that are not being provided. Final amounts and payment instructions will be provided upon issuance of Notice of Approval Conditions.

60. The Owner agrees to strictly adhere to the Tree Specifications contained in the approved Arborist Report and Tree Preservation Plan and as per the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees.
61. The Owner agrees to notify all builders, contractors and agents of all tree protection requirements where any part of the development will be carried out by them on behalf of the Owner to the satisfaction of Urban Forestry on behalf of the Executive Director of Environment, Climate and Forestry.
62. The Owner agrees to ensure that all tree protection barriers are maintained in good condition, and are not to be moved, altered or removed until all construction activities have been completed and removal of the barriers has been approved by Urban Forestry on behalf of the General Manager of Parks and Recreation. Provided the approved tree protection is maintained as specified in the approved Arborist Report and Tree Protection Plan and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, the Tree Security Deposit may be released at the completion of construction. If it is discovered that there is unauthorized encroachment within a tree protection zone, or a tree was not protected in accordance with the above noted documents, the deposit will be retained for an extended period. Should the tree's condition decline as a result of construction and/or encroachment the deposit may not be refundable.
63. Upon completion of construction activities, the Owner shall notify Urban Forestry, at tppwest@toronto.ca prior to the removal of the protection hoarding the trees to be preserved according to the approved Tree Protection Plan, to arrange for an inspection of the site.
64. The Owner shall have a qualified company implement and maintain tree planting on the subject land in accordance with the approved plans to the satisfaction of Urban Forestry, on behalf of the Executive Director, Environment, Climate and Forestry. All trees must be planted as per the plans approved by Urban Forestry, arrive on site in Ball and Burlap condition with a minimum caliper of 70 millimetres (or as specified on the approved planting plan) and in accordance with the City of Toronto's Construction Specification for Growing Medium TS 5.10. Prior to planting, each tree shall have the burlap untied/unwrapped from the upper portion of the root ball (along with part of the wire cage if necessary), and soil brushed away or removed from the top of the root ball until the first proper root is identified, indicating the top of the original/permanent root crown. The tree is then to be planted with this level considered as the top of the root ball for all other instructions. Any tree found planted with the actual root crown more than 2.5

centimetres below finished grade may be rejected and require replacement or replanting at the City's discretion.

65. Upon the planting of the new trees on the subject land, to the satisfaction of Urban Forestry, on behalf of the General Manager of Parks and Recreation, the Owner shall assume the full responsibility for the maintenance and health of the private trees and shall take no action or permit any action that will injure, damage, destroy or prevent the trees from maturing to the point that the trunk of the tree measures 30 centimetres in diameter or more, measured at 1.4 metres above ground level.
66. The Owner shall maintain all new tree plantings within the City road allowance in good condition. If necessary, the Tree Planting Security Deposit will be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are planted and kept in a healthy and vigorous state during the two-year guarantee period. The Owner must notify Urban Forestry at tppwest@toronto.ca within two weeks of the trees being planted to start the two-year guarantee period. Trees will be inspected during and prior to the end of the renewable guarantee period. At the end of the period, while the trees are in leaf, the Owner must notify Urban Forestry at tppwest@toronto.ca to confirm if the trees are in good condition. If the trees are in good condition at the end of the period, the City will assume maintenance and ownership of the trees and the deposit will be returned.
67. The Owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance or require replacement. The Owner will be responsible for rectifying the problem as determined by and to the satisfaction of Urban Forestry, on behalf of the Executive Director of Environment, Climate and Forestry. At this time, the Owner shall maintain all newly replanted trees within the City road allowance in good condition and shall provide an additional two-year renewable guarantee.
68. The Owner is advised that the deposit will be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are planted and kept in a healthy condition during the two (2)-year renewable guarantee period. The Executive Director of Environment, Climate and Forestry shall hold the Tree Planting Security Deposit for the duration of the guarantee period.
69. Following the planting of street trees, the Owner shall provide a Certificate of Completion of Work and an as-installed plant list in the form of a spreadsheet identifying street trees, as shown on the approved planting plan, by street addresses. The as-installed plant list shall also include tree species, calliper, condition and specific location of the trees by identifying two points of references (i.e., distances in meters from the curb, sidewalk, driveway, utility pole or

pedestal).

70. Any proposed revisions/alterations to the approved plans or permits that affect trees must be approved by Urban Forestry on behalf of the Executive Director of Environment, Climate and Forestry.

URBAN DESIGN

71. Prior to submission of any Site Plan Control application for any phase of development, Urban Design Guidelines are to be submitted. Please refer to the requirements for Urban Design Guidelines in the City's Terms of Reference.
72. The Urban Design Guidelines shall include, but are not limited to the following:
 - a) Detail the phased build out of the development area and what will be included in each phase of development (i.e; buildings, streets, parks, POPS, retail/commercial, community and childcare spaces) and why.
 - b) Detail what the interim conditions will be as part of the phased build out of the development.
 - c) Highlight what was done to the building massing to improve sunlight conditions on the public realm, including on parks, POPS, streets, sidewalks, pedestrian connections, and on the built form massing itself. This includes specific placement of the buildings (low, mid, and tall components, variation in building heights at key locations, tower shaping and articulation).
 - d) Highlight what was done to the building massing to improve wind and noise conditions throughout the site. This may include the shaping of the buildings, the tower setbacks from the base building, the siting and location of parks, POPS, and open spaces in areas of the site that are buffered from significant wind impacts from surrounding roads and highways.
 - e) Highlight the pedestrian connectivity at grade and indicate why certain pedestrian connections are located where they are.
 - f) Highlight where the breaks in the large L-shaped building massing are located and why they are located where they are. Include position of bridges between base buildings and reasons for positioning these closer to the eastern and southern edges of the base building.
 - g) Highlight locations where active uses and entrances have been placed at

grade and why these active uses and entrances are located where they are (ie; interface with a park, POPS, public street and sidewalk, pedestrian connection, access to sunlight, shielded from wind, etc.).

- h) Provide street cross sections that detail the streetscape conditions of all new public and existing street and road adjacencies. Street cross sections must demonstrate adequate space to provide required pedestrian clearways, tree planting, street furniture, any green infrastructure that can be implemented, and any other Complete Streets design elements. Due to the extended time horizon for full build- out of the proposal, please indicate in the Urban Design Guidelines that street cross-sections are subject to change through detailed design and are subject to refinement, however they must include all the elements listed above and meet any current and future City standards for these requirements.
- i) Highlight the Public Art ("Between Heaven and Earth" by John McEwan) and where it currently exists on site and the plan for its future relocation on site. Provide a description and diagram of the relocation plan for the public art.
- j) Highlight any material and articulation measures that will be introduced to act as unifying elements throughout the site, promote durability, sustainability, and longevity. Indicate how building articulation and materials will help build form relate to surrounding context and use human-scaled textures, particularly for portions of the building experienced by pedestrians at-grade such as the streetwall, building entrances, and along all new and existing public streets, parks and open spaces. Indicate how blank walls will be minimized and how the south edge facing the highway and the east edge facing Islington Avenue will be treated.
- k) Highlight lighting and wayfinding strategies on site and how they increase safety, complement built form and landscape plans, take into consideration CPTED principles and bird-friendly measures, and help guide residents/users to key amenities on site such as parks, POPS, retail, childcare and community spaces.
- l) Highlight any other significant approaches to sustainability.

TORONTO DISTRICT SCHOOL BOARD

73. Prior to final draft plan approval, the Owner shall confirm with the Toronto Lands Corporation the requirements and specifications for signage, and upon confirmation, erect and maintain signs, at points of egress and ingress of the development site, advising that:

"Every effort is made to accommodate students at local schools. Due to

increasing enrolment, local schools may not have space for students from this address. If this is the case, students will be sent to other schools with available space. Students may be bussed until space becomes available locally.

For information, please scan the QR Code, visit <https://www.tdsb.on.ca/About-Us/Strategy-Planning/Managing-Enrolment-Growth-from-New-Residential-Developments> or call 416- 394-7526.”

The precise language to be included on the sign may be revised at the discretion of Toronto Lands Corporation / Toronto District School Board (TDSB).

74. Prior to final draft plan approval, the Owner shall confirm with the Toronto Lands Corporation the requirements for including the following warning clauses in all offers of purchase and sale/lease/rental/tenancy agreements of residential units for a period of ten (10) years from the date of this agreement:

“Despite the best efforts of the Toronto District School Board (TDSB), sufficient accommodation may not be available in the neighbourhood schools for all students anticipated from the development area. Students may be accommodated in school facilities outside the neighbourhood or students may later be transferred to other school facilities. For information regarding designated school(s), please call 416-394-7526.

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

The above warning clauses (including this sentence) shall, for a period of ten years following registration of this Site Plan Agreement, be included in all agreements of purchase and sale and all tenancy agreements (including agreements to lease or rent) for residential units in the development covered by this Site Plan Agreement.”

75. Prior to final draft plan approval, the Owner shall advise the Toronto Lands Corporation of the estimated occupancy date and commit to providing the Toronto Lands Corporation with periodic updates on expected occupancy to ensure that the Toronto Lands Corporation has at least six (6) months’ prior notice of the occupancy date. The intention is to provide the Toronto Lands Corporation and the Toronto District School Board with information for enrolment projections.

TLC requests to be notified on all future public notices, resubmissions, and other matters and requests to be included on the Interested Parties List with respect to this application. If you have any questions, please contact me at asingh.tlc@tdsb.on.ca.

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

76. Prior to the earlier of the registration of the Draft Plan of Subdivision for any phase, and the issuance of any building permit, the Owner shall erect and maintain signs, built to the Board's specifications at points of egress and ingress of the development site advising that:

"Students from this development could be accommodated at a local Catholic school. We encourage families to visit our website and learn more about the Catholic school options in your neighborhood: www.TCDSB.org/FindMySchool"

77. Prior to the earlier of registration of the Draft Plan of Subdivision for any phase and the issuance of any building permit, the Owner shall provide the TCDSB with an on-site photograph of the aforementioned sign as an assurance of its proper display.

BELL CANADA

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

ROGERS

82. The Owner shall request mapping related to Rogers physical plant in the vicinity of the Site, and thereafter exercise caution when conducting excavation construction around any Rogers physical plant in vicinity of the Site, which

includes but is not limited to Aerial fibre and coaxial plant. A minimum of 0.6 metres is required, and hand digging is required and crossing within 1 metre of Rogers plant. Locates are required.

ENBRIDGE

83. The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea10@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and /or soil trenches) and/or asphalt paving. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
84. Easement(s) are required to service this development and any future adjacent developments. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
85. The Owner will contact Enbridge Gas Distribution's Customers Connections department by emailing SalesArea10@enbridge.com prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.
86. In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea10@enbridge.com.
87. The Owner will grade all road allowances as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.
88. Enbridge Gas Distribution reserves the right to amend or remove development conditions.

TORONTO HYDRO

89. A locate must be completed in the field to identify Toronto Hydro Infrastructure.
90. All proposed work must maintain the minimum horizontal and vertical clearances per Toronto Hydro Construction Standard 31-0100. Clearance measurements are taken from the edge of the hydro plant to the edge of the proposed work.

91. Any proposed trees must maintain a minimum of 1000mm horizontal clearance edge to edge from the Hydro plant.
92. A minimum of 3000 millimetre clearance is required for any part of the building, or any temporary structures to out and most points of Hydro's overhead primary cables and related equipment.
93. Any damage to Toronto Hydro's plant will be repaired to Toronto Hydro's satisfaction at the project owner's expense.
94. The Owner will contact Toronto Hydro COS West Design for disconnection and prior to equipment removal and any demolition and construction work.
95. If a relocation is needed, the Owner will contact Toronto Hydro Utility Relocations group. Any cost of pole relocation will be the responsibility of the Owner.

B - PHASE 1 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

PHASE 1: Phase 1 is comprised of Block 1 (Employment), Block 3 (Mixed-Use), Block 4 (Mixed-Use), Block 8 (Mixed-Use), Block 10 (Phase 1 Park), Block 12 (Private Driveway), Block 13 (Interim Park/Walkway POPS (North)), Block 14 (Interim Park/Enhanced Landscape Area (North)), and Public Road A.

Expiry Date

Draft approval of Phase 1 of this subdivision is in effect until _____. Without otherwise fettering its authority or jurisdiction, at its discretion, the City may, prior to _____, elect to modify some or all of the conditions of draft approval.

ENGINEERING AND CONSTRUCTION SERVICES – PHASE 1

New Public Street – Public Road “A”

1. The Owner shall pay all costs to design and construct the proposed new public street and any alterations required to existing streets.
2. The Owner shall design and construct Public Road “A”, as shown on the Draft Plan of Subdivision, as a fully-serviced public road with the following right-of-way widths, to the satisfaction of the Director, Engineering Review, Development Review, and at no cost to the City.
 - a) A 22.5 metre wide public road to the west of Public Road “B”; and,
 - b) A 20.0 metre wide public road to the east of Public Road “B”.
3. The Owner shall be required to submit engineering design drawings and cost estimate for all intersection improvements at Public Road “A” with Islington Avenue, and Public Road “A” with Dorchester Avenue. All intersection improvements should be consistent with the recommendations of the Transportation Services Division.
4. The Owner agrees and acknowledges to construct all municipal infrastructure in accordance with the accepted Phasing Plan and Functional Servicing and Stormwater Management Report.
5. The Owner agrees to construct sanitary sewers to the City’s sanitary trunk connection point, storm sewers, stormwater management infrastructure including headwall and Manufactured Treatment Device to the satisfaction of the Director, Engineering Review, Development Review.

6. Prior to the Registration of the Plan of Subdivision for this phase, the Owner shall convey temporary underground sewer/watermain easement(s) to allow for access and maintenance of the proposed municipal infrastructure to the satisfaction of the Director, Engineering Review, Development Review.
7. Prior to the Registration of the Plan of Subdivision for this phase, the Owner shall enter into an easement encroachment agreement stipulating the conditions of the encroachment for all proposed sewer/service connection(s) within the future/existing City easements.
8. The Owner will be required to enter into a Water and Sewer Installation Agreement with the City for all proposed sewer works within existing/proposed City easements.

Drainage Easement

9. The owner shall be responsible for all maintenance and repairs to the temporary drainage swale conveying overland flows from Public Road "A" until permanent drainage easement is constructed in Phase 2.

DEVELOPMENT ENGINEERING - PHASE 1

10. The Owner shall be required to undertake an environmental site assessments for lands to be conveyed in Phase 1 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).

In the event land conveyance to the City of Toronto is required where in-situ capping is proposed as a remedial measure of the contaminated lands to be conveyed, the Owner shall be required to ensure that the proposed in-situ capping over the contaminated lands and installation of municipal sanitary and storm sewers and watermains are completed as per City of Toronto Clean Fill Requirements for Contaminated Lands – Typical Street - T-985.100 to ensure a 2.0 m total cap depth to finish grade and minimum fill clean depth around storm and sanitary sewers as shown on the above mentioned City of Toronto standard.

TRANSPORTATION SERVICES – PHASE 1

Public Road "A"

11. Prior to earlier of registration of the Plan of Subdivision and release for construction of services for this phase, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit, surety bond or certified cheque (amount to be determined) to the City of Toronto for the construction of the new public street (Public Road "A"). This includes all required sidewalks, parking lay-bys, and other features to be determined as part of the design

process, to the satisfaction of the General Manager, Transportation Services.

12. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for this phase, the Owner shall submit a payment to the City of Toronto in the form of a certified cheque (amount to be determined) for the cost related to the installation of pavement marking and signage of the new public street (Public Road "A"), as well as modifications to pavement marking and signage required where Public Road "A" intersects with Islington Avenue and Dorchester Avenue, to the satisfaction of the General Manager, Transportation Services.
13. Six months prior to the assumption of Public Road "A", the Owner shall obtain approval from City council for the proposed All-Way-Stop sign at the intersection of Public Road "A" with the private driveway located approximately 100 metres east of Dorchester Avenue.

PARKS – PHASE 1

14. Prior to the registration of the Plan of Subdivision for Phase 1, the Owner shall pay for the costs of the preparation and registration of all legal descriptions and applicable reference plans of survey for the "**Phase 1 Park**" (Block 10), "**Phase 2 Park**" (Block 11) and the "**Interim Park**" (Block 13 and 14) to the satisfaction of the City Solicitor.

Section 118 Restriction

15. Concurrently with the registration of the Phase 1 Subdivision Agreement between the Owner and the City for the Lands, the Owner shall register a Section 118 Restriction, on title to the Phase 1 Park (Block 10), 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 Phase 1 Park (Block 10) without the consent of the Executive Director, Development Review.
16. The Executive Director, Development Review may in their sole discretion refuse to consent to a charge or transfer of the "**Phase 1 Park**" (Block 10) (or any portion thereof) to a third party for any reason. Should the Executive Director, Development Review wish to consent to a transfer or charge, then prior to providing such consent, the Executive Director, Development Review shall require:
 - a) In the case of a transfer, the transferee enters into a direct agreement with the City to assume all obligations of the Owner under this Draft Plan of Subdivision relating to the Phase 1 Park (Block 10) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor; and

- b) In the case of a charge, the chargee enters 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 Phase 1 Park (Block 10) portion of the Lands or any portion thereof, the chargee shall assume or cause the transferee to assume all obligations of the Owner under this Draft Plan of Subdivision relating to the Phase 1 Park (Block 10) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor.
17. The Owner agrees that the Section 118 Restriction, shall remain on title to the Phase 1 Park (Block10) until such a time that the Phase 1 Park has been conveyed to the to the satisfaction of the Executive Director, Development Review and the City Solicitor.

Parkland – Dedication and Obligations

Interim Park

18. Prior to the issuance of the first Above Grade Building Permit for Phase 1, and subject to a Land Exchange Agreement between the City and the Owner, the Owner shall:
- a) convey, in fee simple to the City, a minimum of 1,710 square metres of land for Interim Park purposes being identified as Blocks 13 and 14 on the Draft Plan of Subdivision (the Interim Park to the satisfaction of the Executive Director, Development Review and where the Parkland shall partially satisfy the Owner's Statutory Parkland Dedication requirement;
 - b) convey the Interim Park (Blocks 13 and 14) free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances, unless otherwise permitted in writing by the Executive Director, Development Review or as otherwise permitted by the Land Exchange 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 the Executive Director, Development Review and the City Solicitor; and
 - c) complete the environmental obligations outlined in the Draft Plan of Subdivision Conditions to the satisfaction of the Executive Director, Development Review.
19. The Owner shall design and construct the Base Park Improvements on the Interim Park (Blocks 13 and 14) to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation.
20. Should the Owner choose to undertake additional improvements beyond the Base Park Improvements to the Interim Park, the Owner shall design and construct the

additional improvements, at their own expense, that provide residents with programming elements such as adult fitness, seating, etc. that comply with City standards, in consultation with and to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation. These additional improvements shall not be eligible for a development charge credit.

21. Prior to the issuance of the first Above-Grade Building Permit for Phase 1, the Owner shall submit separate plans and cost estimates for the proposed Base Park Improvements as further described in Condition 24 below, and any additional improvements for the Interim Park (Blocks 13 and 14).

Setbacks

22. Prior to the conveyance of the Interim Park (Blocks 13 and 14), the lands shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The Owner must design Buildings on the Lands to achieve *Building Code* setbacks related to fire separation on their own site on the portions of any Building that abuts the Interim Park (Blocks 13 and 14). A five (5) metre setback shall apply to any Building located next to the Interim Park (Blocks 13 and 14) or, the required setbacks which meet the *Building Code* for fire separation, whichever is greater. Prior to the issuance of the first Above-Grade Building Permit for Phase 1, the Owner shall be required to demonstrate that the *Building Code* requirements have been achieved to the satisfaction of the Executive Director, Development Review and Chief Building Official. The City shall not be entering into a limiting distance agreement under the *Building Code Act* for the Interim Park (Blocks 13 and 14).

Parkland Conveyance – Environmental Obligations

23. Prior to conveying the Interim Park (Blocks 13 and 14) 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 Interim Park (Blocks 13 and 14) 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 Executive Director, Development Review;
 - 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 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 B23d)i.(A) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - ii. Land to be conveyed to the City meets either:
 - (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 B23d) above, 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 a 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 the Executive Director, Development Review.

Base Park Improvements

24. The Owner, at its expense, shall be responsible for the construction and installation of the "**Interim Base Park Improvements**" for the Interim Park, which 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;
 - b) sodding #1 nursery grade;
 - c) temporary fencing, where deemed necessary;
 - d) standard park sign (separate certified cheque required in the amount of \$3,000.00), where deemed necessary;

- e) all work is to be completed to the satisfaction of the General Manager, Parks and Recreation.
25. The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the Interim Park (Blocks 13 and 14) in accordance with Section B24 above 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 and Recreation.
26. Prior to the conveyance of the Interim Park (Blocks 13 and 14), the construction of the Base Park Improvements on the Interim Park (Blocks 13 and 14) as well as the additional improvements, if elected to be designed and constructed by the Owner, as referred to in Section 18 shall be completed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation. Unforeseen delays, (e.g. weather) resulting in the late completion of the Base Park Improvements and additional improvements shall be taken into consideration and at the discretion of the Executive Director, Development Review and the General Manager, Parks and Recreation, when determining a revised completion date for the Interim Park (Blocks 13 and 14). Should the Owner enter into an agreement contemplated by Section 27 below of this Draft Plan of Subdivision, the timing of certain Base Park Improvements and additional improvements may be delayed at the discretion of the Executive Director, Development Review and the General Manager, Parks and Recreation. The Owner agrees that any approved delays shall be commenced immediately to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation.
27. Should the Owner undertake Base Park Improvements and any additional improvements on the Interim Park (Blocks 13 and 14) following conveyance of the Interim Park (Blocks 13 and 14) to the City, the Owner shall request and obtain a Park Access Agreement (“PAA”) from the General Manager, Parks 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 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 Interim Park (Blocks 13 and 14).

Park Design and Construction

Temporary Fencing

28. Should the Owner undertake Base Park Improvements on the Interim Park (Blocks 13 and 14) following conveyance of the Interim Park (Blocks 13 and 14) to the City, then prior to conveyance of the Interim Park (Blocks 13 and 14), the Owner shall be responsible for the installation and maintenance of temporary fencing around the Interim Park (Blocks 13 and 14) until such time as the Interim Park (Blocks 13 and 14) is completed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation, the Owner shall continue to

maintain the temporary fencing on the Interim Park (Blocks 13 and 14) 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 Interim Park (Blocks 13 and 14) until it is conveyed to the City.

Parkland Grading and Drainage

29. Prior to conveyance of the Interim Park (Blocks 13 and 14) the Owner shall ensure that the grading and drainage of the adjacent development blocks are consistent with the grades of the Interim Park (Blocks 13 and 14) to the satisfaction of the Executive Director, Development Review, the General Manager, Parks and Recreation, and the Director, Engineering Review, Development Review.

Phase 1 Park

30. Prior to the issuance of the first Above Grade Building Permit for the fourth building in Phase 1, the Owner shall:
- a) convey, in fee simple to the City, a minimum of 2,133 square metres of land for Phase 1 Park purposes being identified as Block 10 on the Draft Plan of Subdivision to the satisfaction of the Executive Director, Development Review, and where the Parkland shall partially satisfy the Owner's *Statutory Parkland Dedication* requirement;
 - b) convey the Phase 1 Park (Block 10) free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances, unless otherwise permitted in writing by the Executive Director, Development Review or as otherwise permitted by the Draft Plan of Subdivision conditions, 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 the Executive Director, Development Review and the City Solicitor; and
 - c) complete the environmental obligations outlined in the Draft Plan of Subdivision conditions to the satisfaction of the Executive Director, Development Review.
31. Prior to the issuance of the first Above Grade Building Permit for the fourth building in Phase 1, the Owner shall submit written confirmation to the Executive Director, Development Review outlining their decision whether to design and construct the Above Base Improvements for the Phase 1 Park for a development charge credit against the Parks and Recreation component of the Development Charges. Notwithstanding, the Executive Director, Development Review may in their sole discretion decide that the City shall complete the Above Base Park Improvements. In this regard, the following is applicable:

- a) Should the Owner decide not to undertake the design and construction of the Above Base Park Improvements, the Phase 1 Park shall be conveyed to the City with Base Park Improvements completed in accordance with Section 24, to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation; or
 - b) Should the Owner agree to design and construct the Above Base Park Improvements, the Base Park Improvements and the Above Base Park Improvements (collectively known as the “**Park Improvements**”) on the Phase 1 Park (Block 10) shall be designed and constructed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation.
32. Prior to the issuance of the first Above Grade Building Permit for the fourth building in Phase 1, the Owner shall:
- a) Submit separate plans and cost estimates for the proposed Base Park Improvements, and should the Owner agree to design and construct the Above Base Park Improvements, the plans and cost estimates for the proposed Above Base Park Improvements for the Phase 1 Park (Block 10); and
 - b) Should the Owner agree to design and construct the Above Base Park Improvements, the Owner shall post a separate Financial Security in the amount of 120% of the value of the Base Park Improvements (“**Base Park Improvements Security**”);
 - c) Should the Owner agree to construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges, the Owner shall post a Financial Security in the amount of 120% of the value of Parks and Recreation component of the Development Charges owed for each Building in Phase 1 (Buildings 1, 2, 3, and 4) to secure the Above Base Park Improvements (“**Above Base Park Improvements Security**”) for the Phase 1 Park (Block 10) to the satisfaction of the Executive Director, Development Review. These Financial Securities shall be held for the installation and warranty of the 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.

Setbacks

33. Prior to the conveyance of the Phase 1 Park to the City, the Phase 1 Park (Block 10) shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The Owner must design Buildings on the Lands to achieve *Building Code* setbacks related to fire separation on their own site on the portions

of any Building that abuts the Phase 1 Park (Block 10). A five (5) metre setback shall apply to any Building located next to the Phase 1 Park(Block 10) or, the required setbacks which meet the *Building Code* for fire separation, whichever is greater. Prior to the issuance of the first Above-Grade Building Permit for the fourth building, the Owner shall be required to demonstrate that the *Building Code* requirements have been achieved to the satisfaction of the Executive Director, Development Review ,and Chief Building Official. The City shall not be entering into a limiting distance agreement under the *Building Code Act* for the Phase 1 Park(Block 10).

Parkland Conveyance – Environmental Obligations

34. Prior to conveying the **Phase 1** Park (Block 10) 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 Phase 1 Park (Block 10) conveyance;
- b) 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 Director, Engineering Review, Development Review and copy to the Chief Engineer;
- c) 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 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;
- d) 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;
- e) at the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Director, Engineering Review, Development Review 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 B.34(e)(i)(A) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.

ii. Land to be conveyed to the City meets either:

- (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;

- f) the Qualified Person's statement, referenced in Section B.34(e) above, 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.

g) For conveyance of lands requiring a 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 the Executive Director, Development Review.

Base Park Improvements

35. The Owner, at its expense, shall be responsible for the construction and installation of the “**Base Park Improvements**” for the Phase 1 Park (Block 10), which include the following:
- a) demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;
 - b) grading inclusive of 300 millimetre 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) stormwater detention tank;
 - g) 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));
 - h) street trees along all public road allowances abutting City-owned parkland;
 - i) standard park sign (separate certified cheque required in the amount of \$3,000.00);
 - j) all work is to be completed to the satisfaction of the General Manager, Parks and Recreation.
36. The Owner agrees that all mechanical elements of the Base Park Improvements referred to in Section B35 above are to be designed and installed so that they function independently and so that the operational controls are accessible other than through

private property.

37. The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the Phase 1 Park (Block 10) in accordance with Section B35 meets all applicable laws, regulations and guidelines for use in a Public Park, including O. Reg 153/04, to the satisfaction of the Executive Director, Development Review.
38. Should the Owner agree to design and construct the Above Base Park Improvements, the construction of the Base Park Improvements on the Phase 1 Park (Block 10) shall be completed, within thirty (30) months after the issuance of the first Above Grade Building Permit for the fourth building in Phase, to the satisfaction of the Executive Director, Development Review. Unforeseen delays (e.g. weather) resulting in the late completion of the Base Park Improvements for the Phase 1 Park (Block 10) shall be taken into consideration and at the discretion of the Executive Director, Development Review, when determining a revised completion date for the Base Park Improvements for the Phase 1 Park (Block 10). Should the Owner enter into an agreement contemplated by Section 39 below, the timing of certain Base Park Improvements may be delayed at the discretion of the Executive Director, Development Review and the General Manager, Parks and Recreation. The Owner agrees that any approved delays shall be commenced immediately and completed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation.
39. Should the Owner undertake Base Park Improvements on the Phase 1 Park (Block 10) following conveyance of the Phase 1 Park (Block 10) to the City, the Owner shall request and obtain the written permission from the General Manager, Parks and Recreation, for a Park Access Agreement ("PAA") from the General Manager, Parks 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 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 Phase 1 Park (Block 10).

Park Design and Construction

Temporary Fencing

40. Should the Owner undertake Base Park Improvements on the Phase 1 Park (Block 10) following conveyance of the Phase 1 Park (Block 10) to the City, then prior to conveyance of the Phase 1 Park (Block 10) the Owner shall be responsible for the installation and maintenance of temporary fencing around the Phase 1 Park (Block 10), and until such time as the Phase 1 Park (Block 10) is completed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation, the Owner shall continue to maintain the temporary fencing on the Phase 1 Park (Block 10) 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 Phase 1 Park (Block 10) until it is conveyed to the City.

Parkland Grading and Drainage

41. Prior to conveyance of the Phase 1 Park (Block 10) the Owner shall ensure that the grading and drainage of the adjacent development blocks are consistent with the grades of the Phase 1 Park (Block 10) to the satisfaction of the Executive Director, Development Review and Chief Engineer.
42. At the completion of construction of the Park Improvements on the Phase 1 Park (Block 10), but before the Phase 1 Park (Block 10) is accepted by the General Manager, Parks and Recreation, the Owner shall ensure that the grading and drainage of the Phase 1 Park (Block 10) is consistent with the grade of the adjacent lands to the satisfaction of the General Manager, Parks and Recreation and the Chief Engineer.

Above Base Park Improvements

43. Should the Owner agree to design and construct the Above Base Park Improvements for the Phase 1 Park (Block 10), it shall be completed within 30 months after the issuance of the first Above-Grade Building Permit for the fourth building in Phase 1, to the satisfaction of the General Manager, Parks and Recreation.

Credit Against DCs For Above Base Park Improvements

44. Should the Owner agree to design and construct the Above Base Park Improvements to the Phase 1 Park (Block 10) for a Development Charge credit against the Parks and Recreation component of the Development Charges, 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.
45. The Owner agrees that should the cost to construct the Above Base Park Improvements as approved by the General Manager, Parks and Recreation be less than the development charge credit described in Section 44, 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.

Calculation of Cost of Above Base Park Improvements to Include

46. 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, general supervision during construction, any required permits & agencies approvals, contract administration, inspection and testing and certification of completions to the satisfaction of the General Manager, Parks and Recreation.

Calculation of Cost of Above Base Park Improvements Not to Include

47. 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 Above Base Park Improvements, including the Owner's control and occupation of the Phase 1 Park (Block 10); and
 - e) the costs of settling the terms of the Draft Plan of Subdivision conditions.

Contract Implementation for Above Base Park Improvements Owner to Design and Construct in Consultation

48. The Owner shall be responsible for the design and construction of the Above Base Park Improvements to the satisfaction of the General Manager, Parks and Recreation. Areas to be addressed in the design of the Phase 1 Park (Block 10) are: park programming, structural integrity, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. (the **"Above Base Park Improvements"**). Final design and programming of the Phase 1 Park (Block 10) shall be at the discretion of the General Manager, Parks and Recreation. 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 Submissions.

Drawings to be Approved

49. All design and tender drawings as well as 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 Park Improvements. The process shall include the submission of interim design and cost estimates for review by the General Manager, Parks and Recreation at approximately 30%, 60%, 90% and 100% design stages.
50. Prior to the issuance of the first Above-Grade Building Permit for the fourth building in Phase 1, 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 for the Phase 1 Park (Block 10) to at least the level of thirty per cent (30%) for review and approval by the General Manager, Parks and Recreation (the

“Park Submission”).

51. After the submission of the Park Submission for the Phase 1 Park (Block 10) the Owner and the City shall work cooperatively to finalize the Phase 1 Park Submission and make any amendments thereto, as required, to provide the 100% complete 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 (the **“Approved Park Submission”**) and the Approved Park Submission shall be submitted and approved up to one year after the issuance of the first Above-Grade Building Permit for the fourth building in Phase 1, to the satisfaction of the General Manager, Parks and Recreation. At the discretion of the General Manager, Parks and Recreation, the Approved Park Submission may be less than 100% complete construction drawings accepted one year after the issuance of the first Above-Grade Building Permit for the fourth building.

Landscape Architect

52. 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 and Recreation, at the Owner’s expense and the consulting landscape architect shall be the Owner’s primary contact with the General Manager, Parks and Recreation regarding the design and construction of the Park Improvements.
53. The landscape architect fee shall be a maximum of a standard amount as determined by the General Manager, Parks and Recreation based on the Ontario Association of Landscape Architects (OALA) Fee Guide for landscape architectural Services 2023.

Stamp

54. All design drawings shall carry the signature and stamp of a landscape architect who is responsible for the designs.
55. 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 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 and Recreation prior to contractor selection, and final contractor selection is to have approval by the General Manager, Parks and Recreation.

Copy of Hiring Agreement

- 56. 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 and Recreation before any design drawings are approved.

Contents of Hiring Agreement

- 57. 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 and Recreation. The Parties acknowledge that they shall cooperate to ensure that by at least six months prior to the issuance of the first Above-Grade Building Permit for the fourth building in Phase 1, 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 BIA, 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.
- 58. 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 and Recreation.

Result of Tender Bids

- 59. 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 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 and Recreation such that anticipated costs more closely reflect the original estimated amount.

60. 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 B44, 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 Section B61a) and Section B61b) above; 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 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

61. 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 and Recreation and that the General Manager, Parks and Recreation has approved the successful contractor(s).
62. Prior to the commencement of the construction of the Above Base Park Improvements, the Owner shall file with the General Manager, Parks 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

63. 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 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 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

64. The Owner shall not commence the construction of the Above Base Park Improvements without giving reasonable prior written notice to the General Manager, Parks 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

65. The General Manager, Parks and Recreation shall be given access to and opportunity to participate in all construction meetings and the Owner shall notify the General Manager, Parks 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 and Recreation can arrange to attend).
66. The General Manager, Parks 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

67. 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 and Recreation for review in a reasonably prompt and timely manner; and

- b) the General Manager, Parks 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 and Recreation.

Progress Certificates

- 68. If requested by the General Manager, Parks 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.

Parkland – Completion and Acceptance

- 69. Should the Owner undertake Above Base Park Improvements on the Phase 1 Park (Block 10) following conveyance of the Phase 1 Park (Block 10) to the City, the Owner shall request and obtain a PAA from the General Manager, Parks 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 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 Phase 1 Park (Block 10).
- 70. The construction of Above Base Park Improvements to the Phase 1 Park (Block 10) shall be completed in accordance with the timing set out in Section B43. Unforeseen delays (e.g. weather) resulting in the late completion of the Above Base Park Improvements for Phase 1 Park (Block 10) shall be taken into consideration and at the discretion of the General Manager, Parks and Recreation when determining a revised completion date for the Above Base Phase 1 Park Improvements for the Phase 1 Park (Block 10). The Owner agrees that the approved delayed Above Base Park Improvements shall be commenced immediately and completed to the satisfaction of the General Manager, Parks and Recreation.
- 71. The Owner shall complete the Park Improvements in accordance with the Approved Park Submission to the satisfaction of the General Manager, Parks and Recreation. Following completion of the Park Improvements, the Owner shall contact the General Manager, Parks and Recreation to initiate inspections by City staff and consideration by the General Manager, Parks and Recreation of acceptance of the Phase 1 Park (Block 10) by the City pursuant to the Draft Plan of Subdivision conditions ("**Park Acceptance**").
- 72. Prior to Park Acceptance by the City, the Owner shall, to the satisfaction of the General Manager, Parks and Recreation:
 - a) complete all Park Improvements to the satisfaction of the General Manager, Parks 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 Phase 1 Park (Block 10) 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 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 Phase 1 Park (Block 10) 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 and Recreation.
73. The landscape architect shall append the following to a "Park Completion Certificate" to the satisfaction of the General Manager, Parks and Recreation:
- a) a description of the Park Improvements and statement as to the date of completion (the "**Park Completion Certificate**");
 - 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 Phase 1 Park (Block 10);
 - 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 organized 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.
74. Within a reasonable time of receipt of the Park Completion Certificate from the landscape architect, the General Manager, Parks 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**").
75. 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.
76. Upon receipt of a replacement Park Completion Certificate from the landscape architect pursuant to Section B76 above, the General Manager, Parks 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

77. 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

78. On receipt of the Park Completion Certificate acceptable to the General Manager, Parks 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

79. The Owner shall correct or cause to be corrected at its own expense and to the satisfaction of the General Manager, Parks 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

80. If the General Manager, Parks 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 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 Parkland Acceptance Certificate

81. 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 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 and Recreation certifying there are no defects or deficiencies in such Park Improvements referred to therein (the **“Final Park Acceptance Certificate”**).
82. Upon receipt of the Final Park Acceptance Certificate and provided that the General Manager, Parks and Recreation is satisfied that there are no outstanding defects or deficiencies, the General Manager, Parks 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 Phase 1 Park (Block 10) 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

83. If the Owner fails to arrange the final inspection of any Park Improvements with the General Manager, Parks 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 and Recreation may Implement Park Improvements

84. Notwithstanding any other provision of this Agreement, if at any time the General Manager, Parks and Recreation in their sole discretion is dissatisfied with the progress of the Owner in implementing the Park Improvements, the General Manager, Parks 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 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

85. 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 Privacy Protection Act (MFIPPA)*, and may be released.

Parkland Occupation - Construction Staging

- 86. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Phase 1 Park (Block 10) is prohibited unless an agreement, other than a PAA, has been obtained from the General Manager, Parks 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 Phase 1 Park (Block 10) 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 and Recreation. Should there be any permitted staging on the Phase 1 Park (Block 10), 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 Phase 1 Park (Block 10) 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 Phase 1 Park (Block 10). Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
- 87. 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 Phase 1 Park (Block 10) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland 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 Phase 1 Park (Block 10) shall recommence only after the verification that the Phase 1 Park (Block 10) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland purposes.

C - PHASE 2 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

Phase 2 is comprised of Block 2 (Employment), Block 5 (Mixed-Use), Block 6 (Mixed-Use), Block 7 (Mixed-Use), Block 9 (Enhanced Landscape Area (South)), Block 11 (Phase 2 Park), Block 15 (Walkway POPS (South)) and Public Roads B and C.

Expiry Date

Draft approval of Phase 2 of this subdivision is in effect until _____. Without otherwise fettering its authority or jurisdiction, at its discretion, the City may, prior to _____, elect to modify some or all of the conditions of draft approval

ENGINEERING AND CONSTRUCTION SERVICES – PHASE 2

New Public Streets – Public Road “B” and Public Road “C”

1. The Owner shall pay all costs to design and construct the proposed new public streets and any alterations required to existing streets.
2. The Owner shall design and construct proposed 21.5 metres wide municipal road in accordance with the City of Toronto Development Infrastructure Policy and Standards (DIPS) - modified with 2.1 metres wide concrete sidewalk along both sides of the street to satisfaction of the Director, Engineering Review, Development Review.
3. The Owner agrees and acknowledges to construct the municipal servicing and stormwater management measures in accordance with accepted Phasing Plan and Functional Servicing and Stormwater Management Report.
4. Prior to the Registration of the Plan of Subdivision for Phase 2, the Owner shall arrange to release temporary underground and above ground sewer/watermain easement(s) to the satisfaction of the Director, Engineering Review, Development Review.

DEVELOPMENT ENGINEERING - PHASE 2

5. The Owner shall be required to undertake an environmental site assessments for lands to be conveyed in Phase 2 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).

In the event land conveyance to the City of Toronto is required where in-situ capping is proposed as a remedial measure of the contaminated lands to be conveyed, the Owner shall be required to ensure that the proposed in-situ capping over the

contaminated lands and installation of municipal sanitary and storm sewers and watermain are completed as per City of Toronto Clean Fill Requirements for Contaminated Lands – Typical Street - T-985.100 to ensure a 2.0 m total cap depth to finish grade and minimum fill clean depth around storm and sanitary sewers as shown on the above mentioned City of Toronto standard.

TRANSPORTATION SERVICES – PHASE 2

Public Road “B” and Public Road “C”

6. Prior to earlier of registration of the Plan of Subdivision and release for construction of services of Phase 2, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit, surety bond, or certified cheque (amount to be determined) to the City of Toronto for the construction of the new public streets (Public Road “B” and Public Road “C”). This includes all required sidewalks, parking lay-bys, and other features to be determined as part of the design process, to the satisfaction of the General Manager, Transportation Services.
7. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for this Phase the Owner shall submit a financial guarantee to City of Toronto in the form of a letter of credit, surety bond, or certified cheque for the cost related to the installation of pavement marking and signage of the new public streets (Public Road “B” and Public Road “C”), as well as modifications to pavement marking and signage required where Public Road “B” intersects with Public Road “A” and where Public Road “C” intersects with Dorchester Avenue, to the satisfaction of the General Manager, Transportation Services.
8. Six months prior to the assumption of Public Road “B” and Public Road “C”, the Owner shall obtain approval from City council for the proposed All-Way-Stop sign at the intersection of Public Road “B” with Public Road “A”, and Public Road “C” with Dorchester Avenue.

PARKS – PHASE 2

9. Prior to subdivision registration for this phase, 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 Phase 2 Park (Block 11) to the satisfaction of the City Solicitor.

Section 118 Restriction

10. Concurrently with the registration of the Phase 2 Subdivision Agreement between the Owner and the City for the Lands, the Owner shall register a Section 118 Restriction, if necessary, on title to the Phase 2 Park (Block 11), 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 Executive Director, Development Review with regard to the Phase 2 Park (Block 11).

11. The Executive Director, Development Review may in their sole discretion refuse to consent to a charge or transfer of the Phase 2 Park (Block 11) to a third party for any reason. Should the Executive Director, Development Review wish to consent to a transfer or charge, then prior to providing such consent, the Executive Director, Development Review shall require:
 - (a) In the case of a transfer, a transferee to enter into a direct agreement with the City to assume all obligations of the Owner under the Draft Plan of Subdivision Conditions relating to the Phase 2 Park (Block 11) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor; and
 - (b) In the case of a charge, 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 Phase 2 Park (Block 11) portion of the Lands or any portion thereof, the chargee shall assume or cause the transferee to assume all obligations of the Owner under the Draft Plan of Subdivision Conditions relating to the Phase 2 Park (Block 11) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor.
12. The Owner agrees that the Section 118 Restriction shall remain on title to the Lands forming the Phase 2 Park (Block 11), until the Phase 2 Park (Block 11) has been conveyed to the City pursuant to the Land Exchange Agreement.

Phase 2 Park

Parkland – Dedication and Obligations

13. Prior to the issuance of the first Above Grade Building Permit for the eighth building, the Owner shall:
 - (a) Pursuant to the Land Exchange Agreement, the Parties will exchange the Phase 2 Park identified as Block 11 for the Interim Park identified as Blocks 13 and 14 on the Draft Plan of Subdivision as follows;
 - i. in fee simple to the City, a minimum of 2,132 square metres of land for Phase 2 Park purposes being identified as Block 11 on the Draft Plan of Subdivision to the satisfaction of the Executive Director, Development Review and where the Parkland shall partially satisfy the Owner's *Statutory Parkland Dedication* requirement;
 - ii. the Phase 2 Park (Block 11) free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances,

unless otherwise permitted in writing by the Executive Director, Development Review or as otherwise permitted by the Draft Plan of Subdivision, 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 the Executive Director, Development Review and the City Solicitor; and

- (b) convey, in permanent limited interest to the City, the “Walkway POPS (North)” and “Walkway POPS (South)” being identified as Block 13 and Block 15, respectively, on the Draft Plan of Subdivision to the satisfaction of Executive Director, Development Review and the City Solicitor;
 - (c) complete the environmental obligations outlined in the Draft Plan of Subdivision Conditions to the satisfaction of the Executive Director, Development Review.
- 14. Prior to the issuance of the first Above Grade Building Permit for the eighth building, the Owner shall submit written confirmation to the Executive Director, Development Review outlining their decision whether to design and construct the Above Base Improvements for the Phase 2 Park for a development charge credit against the Parks and Recreation component of the Development Charges. Notwithstanding, the Executive Director, Development Review, may in their sole discretion decide that the City shall complete the Above Base Park Improvements. In this regard, the following is applicable:
 - a) Should the Owner decide not to undertake the design and construction of the Above Base Park Improvements, the Phase 2 Park shall be conveyed to the City with Base Park Improvements completed in accordance with Section C18, to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation; or,
 - b) Should the Owner agree to design and construct the Above Base Park Improvements, the Base Park Improvements and the Above Base Park Improvements (the “**Park Improvements**”) on the Phase 2 Park (Block 11) shall be designed and constructed to the satisfaction of the Executive Director, Development Review, and the General Manager, Parks and Recreation.
- 15. Prior to the issuance of the first Above Grade Building Permit for the eighth building, the Owner shall:
 - (a) submit separate plans and cost estimates for the proposed Base Park Improvements, and should the Owner agree to design and construct the Above Base Park Improvements, the plans and cost estimates for the Above Base Park Improvements for the Phase 2 Park (Block 11); and
 - (b) should the Owner agree to design and construct the Above Base Park Improvements, the Owner shall post a separate Financial Security in the

amount of 120% of the value of the Base Park Improvements (“**Base Park Improvements Security**”)

- (c) Should the Owner agree to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges, the Owner shall post a separate Financial Security in the amount of 120% of the value of the Parks and Recreation component of the Development Charges owed for each Building in Phase 2 (Buildings 5, 6, 7 and 8) to secure the Above Base Park Improvements (“**Above Base Park Improvements Security**”) for the Phase 2 Park (Block 11) to the satisfaction of the Executive Director, Development Review. These Financial Securities shall be held for the installation and warranty of the 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.

Setbacks

- 16. Prior to the conveyance of the Phase 2 Park (Block 11) to the City, the Phase 2 Park (Block 11) shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The Owner must design Buildings on the Lands to achieve *Building Code* setbacks related to fire separation on their own site on the portions of any Building that abuts the Phase 2 Park (Block 11). A five (5) metre setback shall apply to any Building located next to the Phase 2 Park (Block 11) or, the required setbacks which meet the *Building Code* for fire separation, whichever is greater. Prior to the issuance of the first Above Grade Building Permit for Phase 2, the Owner shall be required to demonstrate that the *Building Code* requirements have been achieved to the satisfaction of the Executive Director, Development Review and Chief Building Official. The City shall not be entering into a limiting distance agreement under the *Building Code Act* for the Phase 2 Park (Block 11).

Parkland Conveyance – Environmental Obligations

- 17. Prior to conveying the Phase 2 Park (Block 11) 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 Phase 2 Park (Block 11) conveyance;
 - (b) 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 Executive Director, Development Review;

- (c) 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 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;
- (d) 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;
- (e) 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 C17(e)(i)(A) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health;
 - ii. Land to be conveyed to the City meets either:
 - (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;
- (f) the Qualified Person's statement, referenced in Section C17(e), 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.

- (g) For conveyance of lands requiring a 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 the Executive Director, Development Review.

Base Park Improvements

- 18. The Owner, at its expense, shall be responsible for the construction and installation of the "**Base Park Improvements**", which 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: 50 millimetres

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 and Recreation.
19. The Owner agrees that all mechanical elements of the Base Park Improvements referred to in Section C18 above are to be designed and installed so that they function independently and so that the operational controls are accessible other than through private property.
20. The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the Phase 2 Park (Block 11) in accordance with Section C17 above 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 and Recreation.
21. Should the Owner agree to design and construct the Above Base Park Improvements, the construction of the Base Park Improvements on the Phase 2 Park (Block 11) shall be completed, within 30 months after the issuance of the first Above Grade Building Permit for the eighth building to the satisfaction of the Executive Director, Development Review. Unforeseen delays (e.g. weather) resulting in the late completion of the Base Park Improvements for the Phase 2 Park (Block 11) shall be taken into consideration and at the discretion of the Executive Director, Development Review and the General Manager, Parks and Recreation, when determining a revised completion date for the Base Park Improvements of the Phase 2 Park (Block 11). Should the Owner enter into an agreement contemplated by Section 22 below, the timing of certain Base Park Improvements may be delayed at the discretion of the Executive Director, Development Review and the General Manager, Parks and Recreation. The Owner agrees that any approved delayed Base Park Improvements shall be commenced immediately and completed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation.
22. Should the Owner undertake Base Park Improvements on the Phase 2 Park(Block 11) following conveyance of the Phase 2 Park (Block 11) to the City, the Owner shall request and obtain a Park Access Agreement (“**PAA**”) from the General Manager, Parks 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 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 Phase 2 Park (Block 11).

Park Design and Construction

Temporary Fencing

23. Should the Owner undertake Base Park Improvements on the Phase 2 Park (Block 11) following conveyance of the Phase 2 Park (Block 11) to the City, then prior to conveyance of the Phase 2 Park (Block 11), the Owner shall be responsible for the installation and maintenance of temporary fencing around the Phase 2 Park (Block 11) until such time as the Phase 2 Park (Block 11) is completed to the satisfaction of the Executive Director, Development Review and the General Manager, Parks and Recreation, the Owner shall continue to maintain the temporary fencing on the Phase 2 Park (Block 11) 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 Phase 2 Park (Block 11) until it is conveyed to the City.

Parkland Grading and Drainage

24. Prior to conveyance of the Phase 2 Park (Block 11), the Owner shall ensure that the grading and drainage of the adjacent development blocks are consistent with the grades of the Phase 2 Park (Block 11) to the satisfaction of the Executive Director, Development Review and Director, Engineering Review, Development Review.
25. At the completion of the Phase 2 Park (Block 11) construction of the Park Improvements but before the Phase 2 Park (Block 11) is accepted by the General Manager, Parks and Recreation, the Owner shall ensure that the grading and drainage of the Phase 2 Park (Block 11) is consistent with the grade of the adjacent lands to the satisfaction of the General Manager, Parks and Recreation and the Director, Engineering Review, Development Review.

Above Base Park Improvements

26. Should the Owner agree to design and construct the Above Base Park Improvements for the Phase 2 Park (Block 11) for a development charge credit against the Parks and Recreation component of the Development Charges, the following conditions in Section C27 to 55 shall apply.
27. Should the Owner agree to design and construct the Above Base Park Improvements for the Phase 2 Park (Block 11), it shall be completed within 30 months after the issuance of the first Above Grade Building Permit for the eighth building, to the satisfaction of the General Manager, Parks and Recreation.

Credit Against DCs For Above Base Park Improvements

28. The Owner agrees to design and construct the Above Base Park Improvements to the Phase 2 Park (Block 11), for a Development Charge credit against the 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.

29. The Owner agrees that should the cost to construct the Above Base Park Improvements as approved by the General Manager, Parks and Recreation be less than the development charge credit described in Section C28 of the Draft Plan of Subdivision Conditions, 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 C63.

Calculation of Cost of Above Base Park Improvements to Include

30. 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, general supervision during construction, any required permits & agencies approvals, contract administration, inspection and testing and certification of completions to the satisfaction of the General Manager, Parks and Recreation.

Calculation of Cost of Above Base Park Improvements Not to Include

31. 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 Above Base Park Improvements, including the Owner's control and occupation of the Phase 2 Park (Block 11); and
 - (e) the costs of settling the terms of the relevant Draft Plan of Subdivision Conditions.

Contract Implementation for Above Base Park Improvements

32. The Owner shall be responsible for the design and construction of the Above Base Park Improvements to the satisfaction of the General Manager, Parks and Recreation. Areas to be addressed in the design of the Phase 2 Park (Block 11) are:

park programming, structural integrity, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. (the “**Above Base Park Improvements**”) Final design and programming of the Phase 2 Park (Block 11) shall be at the discretion of the General Manager, Parks and Recreation. 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 Submissions.

Drawings to be Approved

33. All design and tender drawings as well as 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 Park Improvements. The process shall include the submission of interim design and cost estimates for review by the General Manager, Parks and Recreation at approximately 30%, 60%, 90% and 100% design stages.
34. Prior to the issuance of the first Above Grade Building Permit for the eighth building, 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 for the Phase 2 Park (Block 11) to at least the level of thirty per cent (30%) for review and approval by the General Manager, Parks and Recreation (the “**Park Submission**”).
35. After the submission of the Park Submission for the Phase 2 Park (Block 11), 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, 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 (the “**Approved Park Submission**”) and the Approved Park Submission shall be submitted and approved up to one year after the issuance of the first Above-Grade Building Permit for the eighth building, to the satisfaction of the General Manager, Parks and Recreation. At the discretion of the General Manager, Parks and Recreation, the Approved Park Submission may be less than 100% complete construction drawings accepted one (1) year after the issuance of the first Above-Grade Building Permit for the eighth building.

Landscape Architect

36. 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 and Recreation, at the Owner’s expense and the consulting landscape architect shall be the Owner’s primary contact with the General Manager, Parks and Recreation regarding the design and construction of the Park Improvements.

37. The landscape architect fee shall be a maximum of a standard amount as determined by the General Manager, Parks and Recreation based on the Ontario Association of Landscape Architects (OALA) Fee Guide for landscape architectural Services 2023.

Stamp

38. All design drawings shall carry the signature and stamp of a landscape architect who is responsible for the designs.
39. 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 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 and Recreation prior to contractor selection, and final contractor selection is to have approval by the General Manager, Parks and Recreation.

Copy of Hiring Agreement

40. 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 and Recreation before any design drawings are approved.

Contents of Hiring Agreement

41. 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 and Recreation.
42. The Parties acknowledge that they shall cooperate to ensure that by at least six months prior to the issuance of the first Above-Grade Building Permit for the eighth building, 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 BIA, 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.
43. 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 and Recreation.

Result of Tender Bids

44. 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 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 and Recreation such that anticipated costs more closely reflect the original estimated amount.
45. 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 C28, 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 Section C45.(a) and (b); 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 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

- 46. 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 and Recreation and that the General Manager, Parks and Recreation has approved the successful contractor(s).
- 47. Prior to the commencement of the construction of the Above Base Park Improvements, the Owner shall file with the General Manager, Parks 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 subcontractor 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

- 48. 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 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 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

- 49. The Owner shall not commence the construction of the Above Base Park Improvements without giving reasonable prior written notice to the General Manager, Parks 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

50. The General Manager, Parks and Recreation shall be given access to and opportunity to participate in all construction meetings and the Owner shall notify the General Manager, Parks 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 and Recreation can arrange to attend).
51. The General Manager, Parks 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

52. 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 and Recreation for review in a reasonably prompt and timely manner; and
 - (b) the General Manager, Parks 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 and Recreation.

Progress Certificates

53. If requested by the General Manager, Parks 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

54. Should the Owner undertake Above Base Park Improvements on the Phase 2 Park (Block 11) following conveyance of the Phase 2 Park (Block 11) to the City, the Owner must obtain a PAA from the General Manager, Parks 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 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 Phase 2 Park (Block

11).

55. The construction of Above Base Park Improvements to the Phase 2 Park (Block 11) shall be completed in accordance with the timing set out in Section C13. Unforeseen delays (e.g. weather) resulting in the late completion the Above Base Park Improvements of the Phase 2 Park (Block 11) shall be taken into consideration and at the discretion of the General Manager, Parks and Recreation when determining a revised completion date for the Above Base Park Improvements for the Phase 2 Park (Block 11). Should the Owner enter into an agreement contemplated by Section C54. above, the timing of the Above Base Park Improvements may be delayed at the discretion of the General Manager, Parks and Recreation. The Owner agrees that the approved delayed Above Base Park Improvements shall be commenced immediately and completed to the satisfaction of the General Manager, Parks and Recreation.
56. The Owner shall complete the Park Improvements in accordance with the Approved Park Submission and terms of the Draft Plan of Subdivision related to Phase 2 to the satisfaction of the General Manager, Parks and Recreation. Following completion of the Park Improvements, the Owner shall contact the General Manager, Parks and Recreation to initiate inspections by City staff and consideration by the General Manager, Parks and Recreation of acceptance of the Phase 2 Park (Block 11) by the City pursuant to this Draft Plan of Subdivision ("**Park Acceptance**").
57. Prior to Park Acceptance by the City, the Owner shall, to the satisfaction of the General Manager, Parks and Recreation:
 - (a) complete all Park Improvements to the satisfaction of the General Manager, Parks 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 Phase 2 Park (Block 11) 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 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 Phase 2 Park (Block 11) 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 and Recreation.
58. The landscape architect shall the following items to a Park Completion Certificate to the satisfaction of the General Manager, Parks and Recreation:
- (a) a description of the Park Improvements and statement as to the date of completion (the “ **Park Completion Certificate**”);
 - (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 Phase 2 Park (Block 11);
 - (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 organized 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.
59. Within a reasonable time of receipt of the Park Completion Certificate from the landscape architect, the General Manager, Parks 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”**).
60. 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.
61. Upon receipt of a replacement Park Completion Certificate from the Landscape Architect pursuant to Section C60, the General Manager, Parks 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

62. 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

63. On receipt of the Park Completion Certificate acceptable to the General Manager, Parks 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

64. The Owner shall correct or cause to be corrected at its own expense and to the satisfaction of the General Manager, Parks 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

65. If the General Manager, Parks 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 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 Parkland Acceptance Certificate

66. 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 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 and Recreation certifying there are no defects or deficiencies in such Park Improvements referred to therein (the "**Final Park Acceptance Certificate**").
67. Upon receipt of the Final Park Acceptance Certificate and provided that the General Manager, Parks and Recreation is satisfied that there are no outstanding defects or deficiencies, the General Manager, Parks 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 Phase 2 Park (Block 11) 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

68. If the Owner fails to arrange the final inspection of any Park Improvements with the General Manager, Parks 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 and Recreation may Implement Park Improvements

69. Notwithstanding any other provision of this Agreement, if at any time the General Manager, Parks and Recreation in their sole discretion is dissatisfied with the progress of the Owner in implementing the Park Improvements, the General Manager, Parks 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 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

70. 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 *MFIPPA*, and may be released.

Parkland Occupation - Construction Staging

71. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Phase 2 Park (Block 11) is prohibited unless an agreement, other than a PAA, has been obtained from the General Manager, Parks 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 Phase 2 Park (Block 11) 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 and Recreation. Should there be any permitted staging on the Phase 2 Park (Block 11), 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 Phase 2 Park (Block 11) 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 Phase 2 Park (Block 11). Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.

72. 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 Phase 2 Park (Block 11) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland 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 Phase 2 Park (Block 11) shall recommence only after the verification that the Phase 2 Park (Block 11) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland purposes.