

Authority: Toronto and East York Community Council
Item TE16.5, adopted as amended by City of Toronto
Council on July 28 and 29, 2020

CITY OF TORONTO

Bill 798

BY-LAW - 2020

To amend former City of Toronto Zoning By-law 438-86, as amended with respect to lands municipally known in the year 2020 as 1555 and 1575 Queen Street East.

Whereas Council of the City of Toronto has the authority pursuant to Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended, to pass this By-law; and

Whereas Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the Planning Act; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act, may authorize increases in the height and density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law; and

Whereas subsection 37(3) of the Planning Act provides that where an owner of land elects to provide facilities, services and matters in return for an increase in the density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

Whereas the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law 438-86 as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto;

The Council of the City of Toronto enacts

1. Pursuant to Section 37 of the *Planning Act*, the *heights* and density of development permitted in this By-law are permitted subject to compliance with the conditions set out in this By-law and in return for the provision by the *owner* of the *lot* of the facilities, services and matters set out in Appendix A hereof, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the Planning Act.
2. District Map No. 53G-322 contained in Appendix "A" and "B" of By-law No. 438-86, as amended, is further amended by re-designating the lands identified from "R4 Z1.0" to "MCR" as outlined on Map 2 attached to and forming part of this By-law.

3. Upon execution and registration of an agreement or agreements with the *owner* of the *lot* pursuant to Section 37 of the *Planning Act* securing the provision of the facilities, services and matters set out in Appendix A hereof, the *lot* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the *owner* may not erect or use such building until the *owner* has satisfied the said requirements.
4. Wherever in this By-law a provision is stated to be conditional upon the execution and registration of an agreement(s) entered into with the City pursuant to Section 37 of the *Planning Act*, then once such agreements(s) has been executed and registered, such conditional provisions shall continue to be effective notwithstanding any subsequent release or discharge of all or any part of such agreement
5. Except as otherwise provided herein, the provisions of By-law 483-86, as amended, shall continue to apply to the *lot*.
6. None of the provisions of Section 2 with respect to the definition of the terms "*bicycle parking space*", "*grade*", "*residential gross floor area*", "*non-residential gross floor area*" and "*height*" and Sections 4(2), 4(3), 4(4), 4(10)(a)(d), 4(13), 8(1), 8(2), 8(3), of By-law No. 438-86, as amended for the former City of Toronto, being "A By-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto" as amended, shall apply to prevent the erection and use of *mixed-use buildings*, *apartment buildings* and a *commercial parking garage* on the *lot*, provided that:
 - (a) the *lot* consists of at least those lands delineated by heavy lines on the attached Map 1 attached to and forming part of this By-law;
 - (b) the total *gross floor area* of the buildings and structures on the *lot* shall not exceed 60,100 square metres, of which:
 - (i) a maximum 46,750 square metres of *gross floor area* for residential uses and a maximum 1,750 square metres of *gross floor area* for non-residential uses within Area A on the attached Map 2; and
 - (ii) a maximum 11,600 square metres of *gross floor area* for residential uses and a maximum 400 square metres of *gross floor area* for non-residential uses within Area B on the attached Map 2;

Residential Uses

Within Area A:

- (c) a minimum of 30 percent of the total number *dwelling units* shall contain two bedrooms; and
- (d) a minimum of 9 percent of the total number of *dwelling units* shall contain three bedrooms;

Within Area B:

- (e) a minimum of 25 percent of the total number of *dwelling units* shall contain two bedrooms; and
- (f) a minimum of 30 percent of the total number of *dwelling units* shall contain three bedrooms;

Commercial Uses

- (g) the following uses are permitted on the *lot* within Area A:
 - (i) the uses permitted pursuant to Section 8(1)(f) of By-law 438-86;
 - (ii) a *temporary sales office, car-share parking spaces* and a *commercial parking garage*;
 - (iii) a *restaurant or take-out restaurant* permitted under (g)(i) above with a maximum *interior floor area* of 600 square metres, and a *branch of a bank or financial institution, clinic, personal grooming establishment, pet shop, recreation use, or retail store* up to a maximum *interior floor area* of 800 square metres; and
 - (iv) an outdoor patio ancillary to a *restaurant, café, or eating establishment* up to a maximum of 100 square metres.
- (h) the following uses are permitted on the *lot* within Area B:
 - (i) the uses permitted pursuant to Section 8(1)(f) of By-law 438-86; and
 - (ii) *car-share parking spaces*.

Projections

Within Area A:

- (i) no portion of any building or structure on the *lot* shall have a *height* greater than the *height* in metres specified by the number following the “HT” symbol as shown on Map 3 attached to and forming part of this By-law, with the exception of the following:
 - (i) parapets, railings, balcony guards, handrails, window sills, terraces, light fixtures, scuppers, fall-arrest systems, insulation and building envelope membranes, decking, pavers, bollards, built-in planter boxes by not more than 1.50 metres;
 - (ii) heating, ventilation, and air conditioning condensing units, green roof and associated elements, including parapets and sloped toppings, by not more than 2.0 metres;

- (iii) divider screens, visual screens, sound and wind barriers, acoustical screens, and privacy screens by not more than 2.0 metres
- (iv) play structures and equipment, pergolas and trellises within the areas labeled as *outdoor amenity space* on Map 3, provided:
 - a. they do not project by more than 3.0 metres; and
 - b. they do not project into a 45 degree *angular plane* measured from a height of 14 metres parallel to the *front lot line* abutting Queen Street East.
- (v) structures used for maintenance, safety or wind protection purposes, cooling towers, chimneys, vents, flues, stacks, mechanical fans, exit stairs, guardrails, landscape elements and features, telecommunication equipment, antennas, elevators and related structural elements, window washing equipment, structures and elements related to drainage, structures and elements associated with photovoltaic solar energy and thermal solar energy devices, shrouding for telecommunication equipment and assemblies, mechanical and architectural screens, visual screens, sound barriers, acoustical screens, and privacy screens, elevator mechanical room, mechanical penthouse by no more than 5.0 metres within the area identified as Mechanical Area as shown on Map 3 of By-law -2020 [clerks to insert #]; and
- (vi) portions of an underground parking garage and associated structures provided no portion of such structures is more than 2.0 metres above *grade*.
- (j) no portion of any building or structure above finished *grade* is located other than wholly within the heavy lines on Map 3 attached to and forming part of this By-law, with the exception of the following:
 - (i) eaves, cornices, lighting fixtures, fences and safety railings, trellises, balustrades, chimneys, ornamental elements, vents, retaining walls, landscape elements and features, privacy screens, frames, insulation, window sills, bollards, decks, planter boxes, thermal and moisture protection, hose bibs, mechanical grilles, window washing equipment, pool, decking, public art features, and architectural features, railings, and screens by not more than 2.0 metres;
 - (ii) weather protection canopies by not more than 2.0 metres within the first storey;
 - (iii) garage ramps, walkways, stairs, stair landings, covered stairs and or stair enclosures associated with an entrance or exit from an underground parking garage, mechanical areaways, wheelchair ramps by not more than 3.5 metres;

- (iv) balconies on the 6th to the 14th *storeys* within the portion of the building that has a building setback of 8.3-8.8 metres from the west *side lot line*, provided:
 - a. they encroach by no more than 1.7 metres; and
 - b. that the total length of all balconies for this portion of the building, does not exceed 42 percent of the total length of all *main walls* facing the west *side lot line* for this portion of the building;
- (v) balconies on the 16th to 17th *storeys* within the portion of the *building* that has a *building setback* of 10.0-10.3 metres from the west *side lot line* provided:
 - a. they encroach by no more than 1.7 metres; and
 - b. that the total length of all balconies for this portion of the building, does not exceed 15 percent of the total length of the *main walls* facing the west *side lot line* for this portion of the *building*;
- (vi) balconies for all other parts of the building excluding those *storeys* of the west facing portion of the building with a building *setback* from the west *side lot line* not identified in (j) (iv) and (v) above, by not more than 2.5 metres; and
- (vii) portions of an underground parking garage and associated structures provided no portion of such structures is more than 4.0 metres beyond the heavy lines within the west side yard setback.

Within Area B:

- (k) no portion of any building or structure above finished *grade* is located other than wholly within the heavy lines on Map 3 attached to and forming part of this By-law, with the exception of the following:
 - (i) eaves, cornices, lighting fixtures, fences and safety railings, trellises, balustrades, chimneys, ornamental elements, vents, retaining walls, landscape elements and features, privacy screens, frames, insulation, window sills, bollards, decks, planter boxes, thermal and moisture protection, hose bibs, mechanical grilles, window washing equipment, pool, decking, public art features, and architectural features, railings, and screens by not more than 2.0 metres;
 - (ii) weather protection canopies by not more than 2.0 metres within the first storey;

- (iii) garage ramps, covered walkways, stairs, stair landings, covered stairs and or stair enclosures associated with an entrance or exit from an underground parking garage, mechanical areaways, wheelchair ramps by not more than 3.5 metres;
 - (iv) balconies by not more than 2.5 metres; and
 - (v) play structures and equipment used for outdoor amenity space.
- (l) no portion of any building or structure on the *lot* shall have a *height* greater than the *height* in metres specified by the number following the “HT” symbol as shown on Map 3 attached to and forming part of this By-law, with the exception of the following:
- (i) parapets, railings, balcony guards, handrails, window sills, terraces, light fixtures, scuppers, fall-arrest systems, insulation and building envelope membranes, decking, pavers, playground mounds and surfacing, bollards, built-in planter boxes by not more than 1.50 metres;
 - (ii) heating, ventilation, and air conditioning condensing units, green roof and associated elements, including parapets and sloped toppings, by not more than 2.0 metres;
 - (iii) divider screens, visual screens, sound and wind barriers, fences, acoustical screens, and privacy screens by not more than 2.0 metres;
 - (iv) pergolas and trellises within the areas labeled as *outdoor amenity space* on Map 3, by not more than 3.0 metres;
 - (v) play structures and equipment within the amenity space at grade, by not more than 3 metres; and
 - (vi) structures used for maintenance, safety or wind protection purposes, cooling towers, chimneys, vents, flues, stacks, mechanical fans, exit stairs, guardrails, landscape elements and features, telecommunication equipment, antennas, elevators and related structural elements, window washing equipment, structures and elements related to drainage, structures and elements associated with photovoltaic solar energy and thermal solar energy devices, shrouding for telecommunication equipment and assemblies, mechanical and architectural screens, visual screens, sound barriers, acoustical screens, elevator mechanical room, mechanical penthouse by no more than 5.0 metres within the area identified as Mechanical Area as shown on Map 3 of By-law -2020 [clerks to insert #];

Parking and Loading Spaces

Within Area A:

- (m) parking spaces shall be provided and maintained on the *lot* in accordance with the following requirements:
- (i) a minimum of 0.41 *parking spaces* for each *dwelling unit*;
 - (ii) a minimum of 0.06 parking spaces per *dwelling unit* for non-residential and visitor uses;
 - (iii) a minimum of 5 car-share parking spaces;
 - (iv) for each car-share parking space provided, the minimum required parking spaces for residents required by subsection (m)(i) above can be reduced by up to 4 parking spaces, up to a maximum capped by the application of this formula $4 \times (\text{Total No. of Units} \div 60)$, rounded down to the nearest whole number of the total car-share parking spaces provided on the lot; and
 - (v) if the calculation of the number of required parking spaces results in a number with a fraction, the number is rounded down to the nearest whole number, but there may not be less than one parking space;
- (n) the *parking spaces* required pursuant to subsection (m)(ii) above may be provided on a non-exclusive basis and may be provided in a *commercial parking garage*;
- (o) A driveway or passageway intended for motor vehicles may be constructed or used where a portion of the surface of the driveway or passageway within a distance of six metres of a street line is at an elevation of a maximum of 0.30 metres above, or at an elevation no lower than 0.35 metres below, the average elevation of the portion of the street abutting the driveway or passageway;
- (p) *Bicycle parking spaces* shall be provided and maintained on the *lot* as follows, and may be located within a secured room or enclosure in the form of a bicycle rack, locker, or *stacked bicycle parking space*:
- (i) a minimum of 0.9 *bicycle parking spaces – long term* for each *dwelling unit*;
 - (ii) a minimum of 0.1 *bicycle parking spaces – short term* for each *dwelling unit*; and
 - (iii) no *bicycle parking spaces* shall be required on the *lot* for non-residential uses.

Within Area B:

- (q) parking spaces shall be provided and maintained on the *lot* in accordance with the following requirement:
- (i) a minimum of 28 parking spaces for residential, and 8 parking spaces for visitor and non-residential uses.

- (r) *Bicycle parking spaces* shall be provided and maintained on the *lot* as follows, and may be located within a secured room or enclosure in the form of a bicycle rack, locker, or *stacked bicycle parking space*:
- (i) a minimum of *150 bicycle parking spaces – long term*;
 - (ii) a minimum of *20 bicycle parking spaces – short term*; and
 - (iii) no bicycle parking spaces shall be required on the lot for non-residential uses.

Definitions

7. For the purposes of this By-law, each word or expression, which is italicized in this by-law, shall have the same meaning as each such word or expression as defined By-law 438-86 Section 2(1), as amended, with the exception of the following:
- (a) "*above-grade building permit*" means a *building permit* for all or any part of the *lot* which permits the construction of a building or structure, or portion thereof, *above-grade*, but does not include the construction of a *temporary sale/rental centre*, a foundation permit, a demolition permit or a *heritage permit*;
 - (b) "*bicycle parking space*" means an area that is equipped with a bicycle rack, locker or bicycle stacker for the purposes of parking and securing bicycles, and:
 - (i) where bicycles are to be parked on a horizontal surface, has a minimum length of 1.8 metres, minimum width of 0.45 metres, and minimum vertical clearance of 1.9 metres;
 - (ii) where bicycles are parked in a vertical position on a wall, structure or mechanical device, has a minimum length of 1.9 metres, minimum width of 0.45 metres, and minimum horizontal clearance from the wall of 1.2 metres; and,
 - (iii) where bicycles are parked in a stacked configuration, has a minimum length of 1.9 metres, minimum width of 0.375 metres, and minimum vertical clearance of 1.375 metres.
 - (c) "*bicycle stacker*" means a device whereby a bicycle parking space is positioned above or below another *bicycle parking space* and is accessed by means of an elevating device;
 - (d) "*building setback*" means a horizontal distance measured at a right angle from any lot line to the nearest part of the main wall of a building or structure;
 - (e) "*car-share*" shall mean a motor vehicle available for short-term rental, including an option for hourly rental, for the use of at least the occupants of the building erected on the *lot*;

- (f) “*car-share parking space*” shall mean a parking space used exclusively for the parking of a car-share motor vehicle;
 - (g) “*grade*” means the Canadian geodetic elevation of 78.15 metres;
 - (h) “*gross floor area*” means the sum of the total area of each floor level of a building, above and below the ground, measured from the exterior of the *main wall* of each floor level, exclusive of any areas in a building or structure used for:
 - (i) parking, loading, bicycle parking and a commercial parking garage;
 - (ii) storage rooms and washrooms in the basement;
 - (iii) shower and change facilities required for required bicycle parking spaces;
 - (iv) residential amenity space;
 - (v) elevator shafts, garbage shafts and garbage rooms;
 - (vi) mechanical, electrical and utility areas; and
 - (vii) exit stairwells in the building.
 - (i) “*height*” means the highest point of the building or structure above *grade*, except for those elements prescribed by this by-law;
 - (j) “*lot*” means the lands delineated by heavy lines on the attached Map 1 attached to and forming part of this By-law;
 - (k) “*main wall*” means any exterior wall of a building or structure, including all structural members essential to the support of a roof over a fully or partly enclosed area;
 - (l) “*temporary sales office*” means a building, structure, facility or trailer on the site;
8. Despite any existing or future severance, partition, or division of the *lot*, the provisions of this Exception shall apply as if no severance, partition or division had occurred.
9. Within Area A no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the lot line within Area A and the following provisions are complied with:
- (a) all new public roads within Area A have been constructed to a minimum base curb and base asphalt and are connected to an existing public highway; and
 - (b) all water mains and sanitary sewers within Area A and appropriate appurtenances have been installed and are operational.

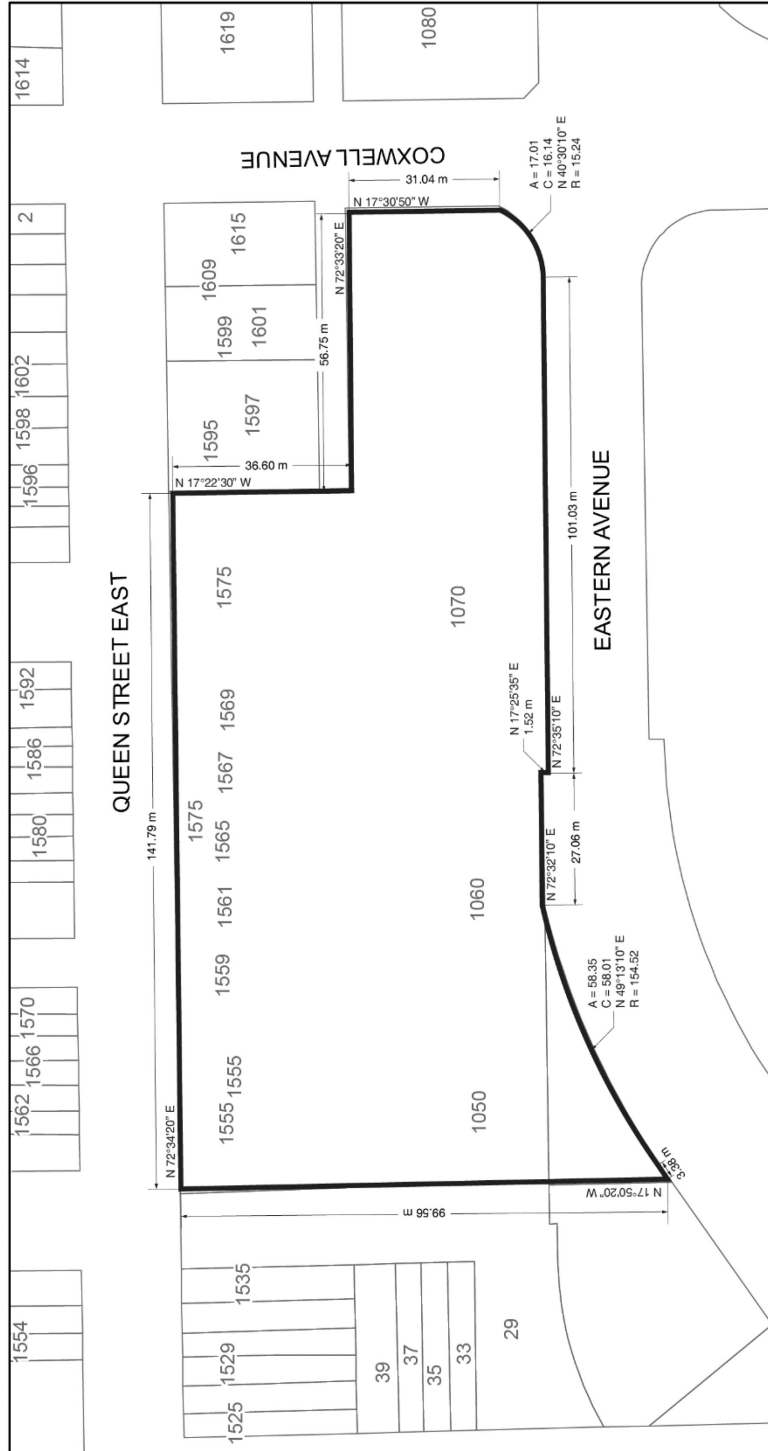
- 10.** Within Area B, no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the lot line within Area B and the following provisions are complied with:
- (a) all new public roads within Area B have been constructed to a minimum base curb and base asphalt and are connected to an existing public highway; and
 - (b) all water mains and sanitary sewers within Area B and appropriate appurtenances have been installed and are operational.

Enacted and passed on October , 2020.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)



Toronto
Map 1

1555-1575 Queen Street East

File # 19 25597 STE 14 0Z

City of Toronto By-law 438-86
Not to Scale
06/26/2020

APPENDIX A

Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City at the *owner's* expense in return for the increase in height and density of the proposed development on the *lot* as shown in Map 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the *owner* agrees as follows:

1. The *owner* shall design and construct fifty (50) affordable rental housing units comprising approximately 2,826 square metres of residential *gross floor area* in the building on the *lot* within Area A, in accordance with the following and the terms set out in the Section 37 Agreement:
 - a. The fifty (50) affordable *dwelling units* shall be provided and maintained as thirty-nine (39) one-bedroom units, five (5) two-bedroom units and six (6) three plus-bedroom;
 - b. The general configuration and layout of the fifty (50) affordable rental *dwelling units* shall be to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat;
 - c. The *owner* shall provide and maintain the fifty (50) affordable rental *dwelling units* as rental *dwelling units* for a minimum of forty (40) years, beginning with the date each such unit is first occupied. No affordable rental *dwelling unit* shall be registered as a condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a dwelling unit, and no application for conversion for non-rental housing purposes, or application to demolish any affordable rental *dwelling unit* shall be made for at least forty (40) years from the date of first occupancy. Upon the expiration of the forty (40) year period, the *owner* shall continue to provide and maintain the affordable rental dwelling units as rental *dwelling units*, unless and until such time as the *owner* has applied for and obtained all approvals necessary to do otherwise.
 - d. The *owner* shall provide and maintain the fifty (50) affordable rental *dwelling units* at affordable rents in accordance with the terms and conditions set out in the Section 37 Agreement.
2. The *owner* shall, at its sole cost and expense, design and construct sixty-seven (67) residential *dwelling units* in accordance with the following and the terms set out in the Section 37 Agreement:
 - a. Thirty-two (32) of the sixty-seven (67) residential *dwelling units* shall be located on the *lot* within Area A. Of these thirty-two (32) rental dwelling units, six (6) shall be comprised of four (4) one-bedroom units and two (2) three-bedrooms units to be located in the in the 17-storey market condominium building. Twenty-six (26) shall be comprised of sixteen (16) one-bedroom units, three (3) two-

bedroom units, six (6) three-bedroom units and one (1) four-bedroom unit to be located in the new 16-storey market rental building.

- b. Thirty-five (35) of the sixty-seven (67) residential dwelling units shall be located on the *lot* within Area B and shall be managed as affordable rental *dwelling units* for a minimum period of ninety-nine (99) years all to be owned and operated by the Toronto Community Housing Corporation, or a non-profit housing provider selected by the City, in accordance with the terms and conditions set out in the Section 37 Agreement.
 - c. The sixty-seven (67) residential dwelling units shall be maintained as rent geared to income and affordable rental dwelling units for a minimum period of ninety-nine (99) years in accordance with the terms and conditions set out in the Section 37 Agreement.
 - d. None of the sixty-seven (67) affordable or replacement rental *dwelling units* shall be registered as a condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a *dwelling unit*, and no application for conversion for non-rental housing purposes, or application to demolish any affordable rental *dwelling unit* shall be made for at least 99 years from the date of first occupancy. Upon the expiration of the 99 year period, the *owner* shall continue to provide and maintain the dwelling units as rental *dwelling units*, unless and until such time as the *owner* has applied for and obtained all approvals necessary to do otherwise.
3. The owner shall provide and maintain the one hundred and twenty (120) replacement social housing *dwelling units* on the *lot* as shown on Map 1 of this By-law in accordance with the following:
- a. The units shall be provided as social housing *dwelling units* with rents geared-to-income for a period of at least 99 years beginning from the date that each replacement social housing dwelling unit is first occupied and, during which time, no application may be submitted to the City for condominium registration, or for any other conversion to a non-rental housing purpose, or for demolition without providing for replacement during the, at minimum, 99 year period, all in accordance with the terms and conditions set out in the Section 37 Agreement;
 - b. the one hundred and twenty (120) replacement social housing *dwelling units* shall be composed of thirty-eight (38) one-bedroom units, thirty-four (34) two-bedroom units, and forty-eight (48) three-bedroom units;
 - c. the owner shall provide one hundred and three (103) replacement social housing *dwelling units* within the building on the lands identified as Area B in Map 2 of this By-law, and seventeen (17) replacement social housing *dwelling units* within building on the lands identified as Area A in Map 2 of this By-law; and
 - d. the owner shall provide tenant relocation assistance to all Eligible Tenants of the one hundred and twenty (120) existing social housing *dwelling units* proposed to

be demolished, including the right to return to occupy a replacement social housing unit in accordance with the terms and conditions set out in the Section 37 Agreement and as further detailed in the Tenant Relocation and Assistance Implementation Plan.

4. The *owner* shall design, construct and convey to the City an administrative office with a minimum *gross floor area* of thirty-seven (37) square metres, located in the building on the *lot* within Area A and in accordance with the terms and conditions set out in the Section 37 Agreement.
5. The *owner* shall provide at least 30 percent two-bedroom units and 9 percent three-bedroom units on the *lot* within Area A.
6. Prior to the issuance of the Site Plan Statement of Approval for any building on the *lot* within Area A, the *owner* shall convey to the City a 2.1 metre publicly accessible pedestrian clearway along the western property line to provide public access for use by the general public, with the specific location, configuration and design to be determined to the Satisfaction of the Chief Planner and Executive Director, City Planning through the Site Plan Approval process.
7. Prior to the issuance of the Site Plan Statement of Approval for any building on the *lot* within Area A, the *owner* shall convey to the City a privately owned, publicly-accessible open space easement over not less than 647 square metres on the lands generally identified as Future Open Space on Map 3 attached to this By-law. The privately owned, publicly-accessible open space easement shall be conveyed in accordance with the terms and conditions set out in the Section 37 Agreement.
8. Parkland contribution pursuant to Section 42 of the *Planning Act* shall be satisfied through cash-in-lieu contribution and off-site parkland conveyance as follows:
 - a. Prior to the issuance of the first Above-Grade Building Permit for any part of the *lot*, the *owner* shall provide a cash contribution of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) to the City; and
 - b. Prior to the issuance of the first Above-Grade Building Permit for any part of the *lot*, the *owner* shall convey to the City, as off-site parkland dedication, the fee simple interest in lands with an area of at least 675 square metres at the property known municipally as 2 Phin Avenue in the City of Toronto, located adjacent to Phin Park, in accordance with the terms and conditions set out in the Section 37 Agreement.
9. Prior to final Site Plan Approval for any building on the *lot*, the *owner* shall enter into financially secured agreement(s) for the construction of any improvements to municipal road infrastructure and/or municipal servicing infrastructure, should it be determined that any such improvements are required to support the Development, all accordance with the terms and conditions set out in the Section 37 Agreement.

10. In the event municipal improvements referenced in Section 8 above are required, the *owner* shall provide the City a Letter of Credit for the estimated cost of such improvements prior to Site Plan approval for any building on the *lot*.
11. In the event municipal improvements referenced in Section 8 above are required, the *owner* shall design and construct such improvements prior to the issuance of the first Above-Grade Building Permit for the any part of the *lot*, all to the satisfaction of the General Manager, Transportation Services and the Executive Director of the City's Engineering & Construction Services.
12. Prior to final Site Plan Approval for any building on the *lot* within Area A, the *owner* shall submit a plan outlining proposed streetscape and public realm improvements on the *lot* or on publicly-owned lands immediately abutting the *lot*, in accordance with the terms and conditions set out in the Section 37 Agreement.
13. Prior to issuance of the first Above-Grade Building Permit for any part of the *lot* within Area A, the *owner* shall provide a Letter of Credit to the City for the estimated cost of improvements referenced in Section 11 above.
14. The *owner* shall complete construction of the improvements referenced in Section 11 above no later than one (1) year following first residential or commercial occupancy on the *lot* within Area A.
15. Prior to the earlier of any residential occupancy or registration of a condominium on any part of the *lot*, the *owner* shall design and construct a pedestrian crosswalk between the *lot* and the south side of Eastern Avenue, with the details to be determined through the Site Plan Approval process, all to the satisfaction of the General Manager, Transportation Services.
16. In the event municipal improvements referenced in Section 14 above are required, the *owner* shall provide a letter of credit to secure such works prior to final Site Plan Approval for any building on the *lot* within Area A.
17. The *owner* shall design, construct and maintain indoor amenity space in accordance with the Section 37 Agreement and as follows:
 - a. On the *lot* within Area A, a common room with at least one boardroom table, a fitness and exercise room, and a party room that includes a kitchenette and access to a washroom; and
 - b. On the *lot* within Area B, a common room with at least one boardroom table, and a party room that includes a kitchenette and access to a washroom.
18. The *owner* shall provide and maintain, at its sole cost and expense, pet amenities on the *lot* within Area A and in accordance with the terms of the Section 37 Agreement.
19. Prior to the issuance of any building permit, including shoring, piling, excavation, foundation or demolition permit for any part of the *lot*, the *owner* shall submit a

Construction Management Plan and Mitigation Strategy, to the satisfaction of the Chief Planner and Executive Director, City Planning, the General Manager, Transportation Services, and the Chief Building Official and Executive Director, Toronto Building, in consultation with the Ward Councillor and thereafter implement such plan during the course of construction. The Construction Management Plan will include, but not be limited to the following:

- a) details regarding size and location of construction staging areas;
 - b) plan to address noise, dust, street closures, parking and laneway uses and access;
 - c) dates and significant concrete pouring activities;
 - d) mitigation strategies to reduce the impact on adjacent residents including negative effects of safety lighting, construction vehicle parking locations, refuse storage, site security, site supervisor contact information; and
 - e) any other matters deemed necessary.
20. The *owner* shall be financially responsible for all costs associated with the excavation, improvement, removal and/or relocation of any above or below-grade public or private utility resulting from the development of this property to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
21. The *owner* shall construct and maintain the development of the building on the *lot* within Area B in accordance with Tier 2 performance measures of the Toronto Green Standards, and shall construct and maintain the development of the building on the *lot* within Area A in accordance with Tier 1 performance measures of the Toronto Green Standards.
22. Prior to the commencement of demolition works on any part of the *lot*, the *owner* shall ensure that a minimum of 75 percent of the surface area on the construction hoarding when first erected and at all times thereafter shall be allocated to artwork in accordance with the terms set out in the Section 37 Agreement.