

Authority: Toronto and East York Community Council Item 24.10, as adopted by City of Toronto Council on June 11, 12 and 13, 2013, MM37.65, moved by Councillor Wong-Tam, seconded by Councillor McMahon, as adopted by City of Toronto Council on July 16, 17, 18 and 19, 2013 and MM41.16, moved by Councillor Wong-Tam, seconded by Councillor McConnell, as adopted by City of Toronto Council on November 13, 14, 15 and 18, 2013

CITY OF TORONTO

BY-LAW No. 1523-2013

To amend former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands known municipally as 197, 197R and 201 Yonge Street and 15 Shuter Street.

Whereas the Council of the City of Toronto has been requested to amend its Zoning By-law pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, with respect to lands known municipally in the year 2012 as 197, 197R and 201 Yonge Street and lands known municipally in the year 2012 as 15 Shuter Street; and

Whereas the Council of the City of Toronto conducted a public meeting under Section 34 of the *Planning Act* regarding the proposed Zoning By-law amendment; and

Whereas Subsection 37(3) of the *Planning Act* provides that, where an owner of land elects to provide facilities, services, or matters in return for any increase in the height or 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 lands hereinafter referred to has elected to provide the facilities, services, and matters as are hereinafter set forth; and

Whereas the increase in the height of development permitted hereunder, beyond that otherwise permitted on the lands by By-law No. 438-86, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the owner of the lands and the City of Toronto (hereinafter referred to as the "City"); and

Whereas the Council of the City has required the owner of the aforesaid lands to enter into one or more agreements for the provision of certain facilities, services, and matters in return for the increases in height permitted in this By-law; and

Whereas the Council of the City of Toronto has determined to amend Zoning By-law No. 438-86, as amended, of the former 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 by this By-law on the *Block A Lands* as shown on Map 1 forming part of 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 such lands (the "*Block A Owner*") of the facilities, services and matters set out in Appendix 1 hereof, the provisions of which shall be secured by agreements pursuant to Section 37(3) of the *Planning Act*.

2. Upon execution and registration of an agreement between the *City* and the *Block A Owner* on title to the *Block A Lands* and the *Conveyance Lands*, and a three party agreement between the *City*, the *Block A Owner* and the owner of the *Block B Lands* (the "*Block B Owner*") on title to the *Block A Lands* and the *Block B Lands*, both pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *Block A Lands* and the *Conveyance Lands* are subject to the provisions of this By-law applicable to the *Block A Lands*, 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*, such building may not be erected or used on the *Block A Lands* or the *Conveyance Lands* until the *Block A Owner* has satisfied the said requirement.
3. 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 agreement(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.
4. Except as otherwise provided herein, the provisions of *By-law No. 438-86* shall continue to apply to the *Block A Lands* and to the *Block B Lands* as shown on Map 1 forming part of this By-law.

Block A Lands:

5. None of the provisions of Section 2(1) with respect to the definitions of *lot*, *grade*, *height*, *bicycle parking space - occupant* and *bicycle parking space - visitor*, *parking stacker*, and Sections 4(2)(a); 4(5)(a), (b), (c), (d), (e), (h)(i) and (ii), and (k); 4(8); 4(12); 4(13); 4(17); 8(3) PART I 1, 2 and 3(a); 8(3) PART II 1(a)(i) and (ii); 8(3) PART XI 2(2); 12(2)259; and 12(2)260 of *By-law No. 438-86*, shall apply to prevent the erection or use of a *mixed-use building* on the *Block A Lands*, which building may contain *dwelling units* and non-residential uses and *accessory* uses thereto, including a *parking garage*, as well as uses *accessory* to a *concert hall* operating on the *Block B Lands* as shown on Map 1, provided that:
 - (a) the *lot* on which the uses are located comprises at least the *Block A Lands* as delineated by heavy lines on Map 1;
 - (b) the *existing CBoC heritage building* is retained *in situ* subject to such alterations as are permitted pursuant to a heritage easement agreement or amending agreement thereto entered into by the *Block A Owner* and the owner of the *Conveyance Lands* with the *City* after the date of enactment of this By-law and registered on title to such lands pursuant to Section 37 of the *Ontario Heritage Act* (the "*CBoC Heritage Easement Agreement*") together with any permit issued pursuant to Section 33 of the *Ontario Heritage Act*;
 - (c) the total combined *residential gross floor area* and *non-residential gross floor area* erected or used on the *Block A Lands* shall not exceed 50,000 square metres;

- (d) the total *residential gross floor area* erected or used on the *Block A Lands* shall not exceed 49,000 square metres and the total number of *dwelling units* erected or used on the *Block A Lands* shall not exceed 699;
- (e) the total *non-residential gross floor area* erected or used on the *Block A Lands* shall be a minimum of 800 square metres;
- (f) a minimum of 50 *dwelling units* erected or used on the *Block A Lands* shall have three or more bedrooms;
- (g) no above *grade* portion of any building or structure erected or used on the *Block A Lands* shall be located other than wholly within the areas delineated by heavy lines shown on Map 2 except for the type of structures and elements listed in the column entitled "STRUCTURE" in the following chart, provided that the restrictions set out opposite the structure in the columns entitled "MAXIMUM PERMITTED PROJECTION" and "OTHER APPLICABLE QUALIFICATIONS" are complied with:

STRUCTURE	MAXIMUM PERMITTED PROJECTION	OTHER APPLICABLE QUALIFICATIONS
A. light fixtures, cornices, sills, eaves, bay windows, mullions, ornamental or architectural elements, and aircraft warning lighting	1.0 metres	Provided the <i>height</i> of such "STRUCTURE" is no higher than that portion of the building to which it is attached
B. parapets and guards	1.2 metres	Provided the <i>height</i> of such "STRUCTURE" is not greater than 1.0 metre above that portion of the building to which it is attached
C. fences, safety railings and guardrails	No restriction	Provided the <i>height</i> of such "STRUCTURE" does not exceed 3.0 metres above finished ground level
D. stairs, stair enclosures, ramps, wheel chair ramps and/or stairs (and associated structures), underground garage ramps and their associated structures, garbage and servicing areas and their associated structures, retaining walls, air shafts, transformer vaults and building code elements required for the functional operation of the building, including but not limited to free standing Siamese connections, and free standing accessibility door operators	No restriction	Provided the <i>height</i> of such "STRUCTURE" does not exceed 2.0 metres above finished ground level

- (h) a continuous pedestrian weather protection shall be provided on the *Block A Lands* at least within the areas shown on Map 2, and shall have a maximum *height* of 7.5 metres;
- (i) no part of any building or structure erected or used on the *Block A Lands*, shall exceed the *heights* in metres specified by the numbers following the symbol "H" on the attached Map 2, with the exception of the following structures and elements:
 - i. dividers, decorative screens, wind screens, planters, water features, access ladders, light fixtures, open air recreation, safety or wind protection purposes, window washing equipment, window washing screens, unenclosed heating, ventilation, or cooling equipment, stacks, and flues, each extending no more than 5.5 metres above that portion of the building to which it is attached; and
 - ii. the projections permitted by subsection (f) above, subject to the restrictions therein;
- (j) a minimum of 1,031 square metres or 1.47 square metres for each *dwelling unit*, whichever is greater, of indoor *residential amenity space* for use by residents of the *Block A Lands* shall be provided in a multi-purpose room or rooms (whether or not such rooms are contiguous), within the building erected on the *Block A Lands*, at least one of which contains both a kitchen and a washroom;
- (k) a minimum of 489 square metres or 0.7 square metres for each *dwelling unit*, whichever is greater, of outdoor *residential amenity space* shall be provided on the *Block A Lands* for use by residents of the *Block A Lands*, of which at least 40 square metres shall be provided in a location adjoining or directly accessible to indoor *residential amenity space* which contains a kitchen and a washroom;
- (l) a minimum of 131 *parking spaces* shall be provided and maintained on the *Block A Lands* for use by residents of the *Block A Lands* or, alternatively if an *automated parking system* is used, the equivalent of 131 such *parking spaces* which at a minimum provides parking on the *Block A Lands* for the same number and type of vehicles, shall be provided for use by residents of the *Block A Lands*. No *parking spaces* for visitors are required to be provided;
- (m) a minimum of 308 *bicycle parking spaces - occupant* and a minimum of 70 *bicycle parking spaces - visitors* shall be provided and maintained on the *Block A Lands*;
- (n) none of the provisions of this By-law shall apply to prevent a temporary *sales office* on the *Block A Lands*; and

- (o) despite any other provision of this By-law, the only permitted uses on the *Block A Lands* which are *accessory* to a *concert hall* operating on the *Block B Lands* shall be limited to garbage storage and loading facilities, and the construction and maintenance of a *concert hall* operating on the *Block B Lands*.

Block B Lands:

6. None of the provisions of Section 2(1) with respect to the definitions of *grade, height, lot, loading space - type G*, and Sections 4(2)(a), 4(5)(b), 4(14), 8(3) Part I 2 and Part III of *By-law No. 438-86* shall apply to prevent the erection or use of a *concert hall* including *accessory* uses thereto, on the *Block B Lands* provided that:
- (a) the *lot* on which the uses are located comprises at least the *Block B Lands* as delineated by heavy lines on Map 1;
 - (b) the *existing Massey Hall heritage building* is retained subject to such alterations as are permitted by this By-law and/or pursuant to a heritage easement agreement or amending agreement thereto entered into by the *Block B Owner* with the *City* pursuant to Section 37 of the *Ontario Heritage Act* (the "*Massey Heritage Easement Agreement*") together with any permit issued pursuant to Section 33 of the *Ontario Heritage Act*;
 - (c) the *non-residential gross floor area* of the *concert hall* including *accessory* uses thereto, erected or used on the *Block B Lands* and excluding any *non-residential gross floor area* erected or used within the *existing Massey Hall heritage building* and the *passerelles*, shall not exceed 5,650 square metres;
 - (d) no above ground portion of any building or structure erected or used on the *Block B Lands* shall be located other than wholly within the areas delineated by heavy lines on Map 3 except for:
 - i. the *existing Massey Hall heritage building*, as may be permitted to be altered pursuant to the *Massey Heritage Easement Agreement* together with any permit issued pursuant to the *Ontario Heritage Act*, and provided such are acceptable to the *Manager HPS*; and
 - ii. for portions of the building located within the areas identified on Map 3 as H 39.0 and H 52.0, the type of structures and elements listed in the column entitled "STRUCTURE" in the following chart, provided that:
 - A. the restrictions set out opposite the structure or element in the columns entitled "MAXIMUM PERMITTED PROJECTION" and "OTHER APPLICABLE QUALIFICATIONS" are complied with; and
 - B. for any such structure or element located within the hatched area identified on Map 3 as "Heritage Building to be Retained", as may be permitted pursuant to the *Massey Heritage Easement Agreement*

together with any permit issued pursuant to Section 33 of the *Ontario Heritage Act* and provided such are acceptable to the *Manager HPS*;

STRUCTURE	MAXIMUM PERMITTED PROJECTION	OTHER APPLICABLE QUALIFICATIONS
A. light fixtures, <i>cornices, sills, eaves, bay windows</i> , mullions, ornamental or <i>architectural elements</i>	1.0 metres	Provided the <i>height</i> of such "STRUCTURE" is no higher than that portion of the building to which it is attached
B. canopies	3.0 metres	Provided the <i>height</i> of such "STRUCTURE" is no higher than that portion of the building to which it is attached
C. stairs, stair landings, ramps, wheelchair ramps, garbage and servicing areas and their associated structures, retaining walls, air shafts, transformer vaults	No restriction	Provided the <i>height</i> of such "STRUCTURE" does not exceed 2.0 metres above finished ground level
D. fences, safety railings, guardrails	No restriction	Provided the <i>height</i> of such "STRUCTURE" does not exceed 3.0 metres above finished ground level
E. parapets and guards	1.0 metres	Provided the <i>height</i> of such "STRUCTURE" is not greater than 1.0 metre above that portion of the building to which it is attached
F. passerelles	3.2 metres beyond the wall to which it is attached	Provided a minimum vertical clearance of 6.0 metres above finished ground level is maintained beneath such "STRUCTURE" and the height of such "STRUCTURE" does not exceed 16.5 metres above finished ground level

- (e) for portions of the building located within the areas identified on Map 3 as H 39.0 and H 52.0, no part of any building or structure erected or used above ground on the *Block B Lands*, shall exceed the *heights* in metres specified by the numbers following the symbol "H" on the attached Map 3, with the exception of the following structures and elements:
- i. the structures permitted by subsection (d) above, subject to the restrictions therein;
 - ii. to a maximum of 3.0 metres above the *height* limits established by this By-law:

balcony and terrace guards and dividers; decorative screens; privacy screens; planters, balustrades, wind screens; structures related to open air recreation, safety or wind protection purposes; window washing equipment; and
 - iii. to a maximum of 5.0 metres above the *height* limits established by this By-law:

heating, ventilation, or cool equipment such as chimneys, stacks and flues;
- (f) the *height* of the *existing Massey Hall heritage building* shall not exceed its *height* as it existed on the date of enactment of this By-law with the exception of the following structures and elements as may be permitted pursuant to the *Massey Heritage Easement Agreement* together with any permit issued pursuant to Section 33 of the *Ontario Heritage Act* and provided such are acceptable to the *Manager HPS*:
- i. heating, cooling and ventilation equipment, including vents and stacks as well as a fence, wall or structure enclosing such structures and elements;
 - ii. parapets, roofing materials and building code elements required for the functional operation of the building; and
 - iii. other similar and usual structures and elements acceptable to the *Manager HPS*;
- (g) structures and uses *accessory* to a *mixed use-building* on the *Block A Lands* which may be located on the *Block B Lands* shall be limited to the following:
- i. a driveway for vehicular and pedestrian uses;
 - ii. garbage loading facilities including temporary bin storage; and
 - iii. services located below finished ground level as necessary for the functional operation of a *mixed-use building* on the *Block A Lands*.

Block A Lands and Block B Lands:

7. Loading facilities shall be provided as follows:
- (a) a loading area, having minimum dimensions of 3.5 metres in width and 11.0 metres in length with a minimum vertical clearance of 6.1 metres, which can also be used for vehicle queuing and manoeuvring, shall be provided on the *Block B Lands*, for the shared use of the *mixed use building* permitted by this By-law on the *Block A Lands*, and the *concert hall* and *accessory* uses thereto permitted by this By-law on the *Block B Lands*; and
 - (b) a minimum of one (1) *loading space - type B* shall be provided on the *Block B Lands* for the exclusive use of a *concert hall* and *accessory* uses thereto operating on the *Block B Lands*.
8. Notwithstanding any existing or future severances, partition, or division of the *Block A Lands* or the *Block B Lands*, the provisions of this By-law shall apply to each of the whole of the *Block A Lands* and the *Block B Lands* as if no severance, partition or division had occurred.
9. For the purpose of this By-law, the following words and terms shall have the following meaning:
- (a) "*automated parking system*" means a mechanical system for the purpose of parking and retrieving cars without drivers in the vehicle during parking and without the use of ramping or driveway aisles, and which may include but is not limited to, a vertical lift and the storage of cars on parking pallets. Automated manoeuvring of other vehicles may be required in order for cars to be parked or to be retrieved. Parking pallets will not conform to the *parking space* dimensions set out in *By-law No. 438-86*;
 - (b) "*bicycle parking space - occupant*" has the same meaning as in the definition set forth in *By-law No. 438-86*, except that up to 150 such spaces may have minimum dimensions which do not comply with clauses (i) and (ii) therein;
 - (c) "*bicycle parking space - visitor*" has the same meaning as in the definition set forth in *By-law No. 438-86*, except that up to 72 such spaces may have minimum dimensions which do not comply with clauses (i) and (ii) therein. Such spaces are permitted to be in the form of stackers and such stackers shall have a minimum width of 2.5 metres, a minimum depth of 1.8 metres and a minimum height of 1.8 metres;
 - (d) "*Block A Lands*" means the lands shown as Block A on Map 1;
 - (e) "*Block B Lands*" means the lands shown as Block B on Map 1;
 - (f) "*Building Code Act*" means the *Building Code Act, 1992*, S.O. 1992, c. 23 as amended or re-enacted from time to time;

- (g) "*building permit*" means a permit issued under the *Building Code Act*, including a permit for excavation or shoring;
- (h) "*By-law No. 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto being, "A By-law to regulate the use of land and the erection, use, bulk, height, spacing 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;
- (i) "*Chief Planner*" means the City's Chief Planner and Executive Director City Planning or his or her designate;
- (j) "*City*" means the City of Toronto;
- (k) "*Conveyance Lands*" means the rear approximately 446 square metre portion of the *Block B Lands*, comprising Parts 1-9, 39, 43-47 and 54-56 on Reference Plan 66R-27069 for the City of Toronto, owned on the date of enactment of this By-law by the *Block A Owner*, together with appropriate easements over portions of the *Block A Lands* for construction, access, and future operations, together with rights to *Massey* to construct an addition in a timely fashion and in accordance with a construction phasing plan, and thereafter to maintain such addition, and subject to appropriate easements for access by the *Block A Owner* and adjacent properties, all to the satisfaction of the *Chief Planner* in consultation with the City Solicitor;
- (l) "*existing CBoC heritage building*" means the historic Canadian Bank of Commerce building as it existed in 2012, known municipally in the year 2012 as 197 Yonge Street, a designated heritage property in accordance with Part IV of the *Ontario Heritage Act*, identified with hatching and labelled as "Heritage Building to be Retained" on Map 2;
- (m) "*existing Massey Hall heritage building*" means the portion of the historic Massey Hall building as it existed in 2012, as well as the lands which are identified with hatching and labelled as "Heritage Building to be Retained" on Map 3, known municipally in the year 2012 as 15 Shuter Street, a designated heritage property in accordance with Part IV of the *Ontario Heritage Act* and a National Historic Site of Canada;
- (n) "*final building permit*" means the first *building permit* issued for the *Block A Lands* or the *Conveyance Lands*, that is not a partial permit issued under the *Building Code Act*, excluding permits for shoring, excavation, repairs, maintenance and usual and minor works acceptable to the *Manager HPS*;
- (o) "*grade*" means the Canadian Geodetic elevation of 89.88 metres;
- (p) "*height*" means the vertical distance between *grade* and the highest point of the building or structure;

- (q) "*Manager HPS*" means the City's Manager, Heritage Preservation Services;
 - (r) "*Massey*" means the *owner* of the *Block B Lands*, excluding the *Conveyance Lands* until such time as the *Conveyance Lands* are conveyed to *Massey*;
 - (s) "*Ontario Heritage Act*" means the Ontario Heritage Act R.S.O. 1990, c.O.18, as amended or re-enacted from time to time;
 - (t) "*owner*" means the registered owner in fee simple;
 - (u) "*parking garage*" means a building or portion of a building, other than a *private garage*, that is used for the temporary parking of motor vehicles, as an *accessory* use to the principle use or uses on the *Block A Lands*;
 - (v) "*passerelles*" means that portion of a building elevated above finished ground level comprising an enclosed suspended walkway along the exterior of the building;
 - (w) "*sales office*" means an office, or sales trailer, used exclusively for the initial sale and/or initial leasing of *dwelling units* or the non-residential uses to be erected on the *Block A Lands*;
 - (x) "*Three Party Agreement*" means an agreement entered into by the *Block A Owner*, the *Block B Owner* and the *City* and registered against the *Block A Lands* and the *Block B Lands*, in a form and with content satisfactory to the City Solicitor, in consultation with the *Chief Planner*, and registered to the satisfaction of the City Solicitor, pursuant to Section 37 of the *Planning Act* in accordance with and as required in Sections 1 and 2 and Appendix 1 of this By-law, and in accordance with and as required by the Section 37 Agreement between the *Block A Owner* and the *City* referred to therein; and
 - (y) each other word or expression, which is italicized in this By-law shall have the same meaning as each such word or expression as defined in *By-law No. 438-86*.
- 10.** Within the lands shown on Map 1 attached to this By-law, 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 and the following provisions are complied with:
- (a) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and
 - (b) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.

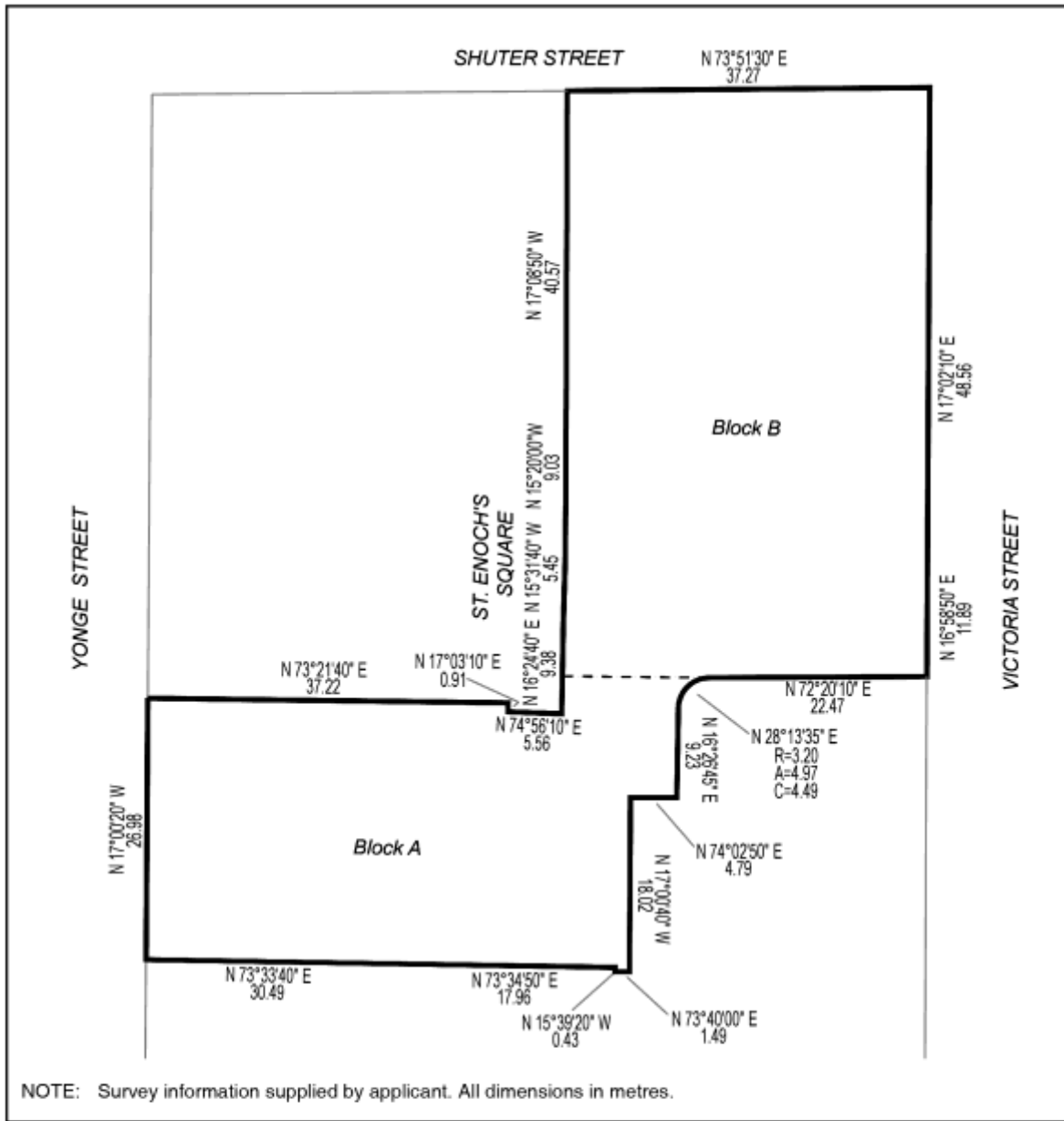
- 11.** In accordance with the City of Toronto Transition Protocol, By-law No. 569-2013 is amended to remove the entirety of the *Block B Lands* from By-law No. 569-2013.

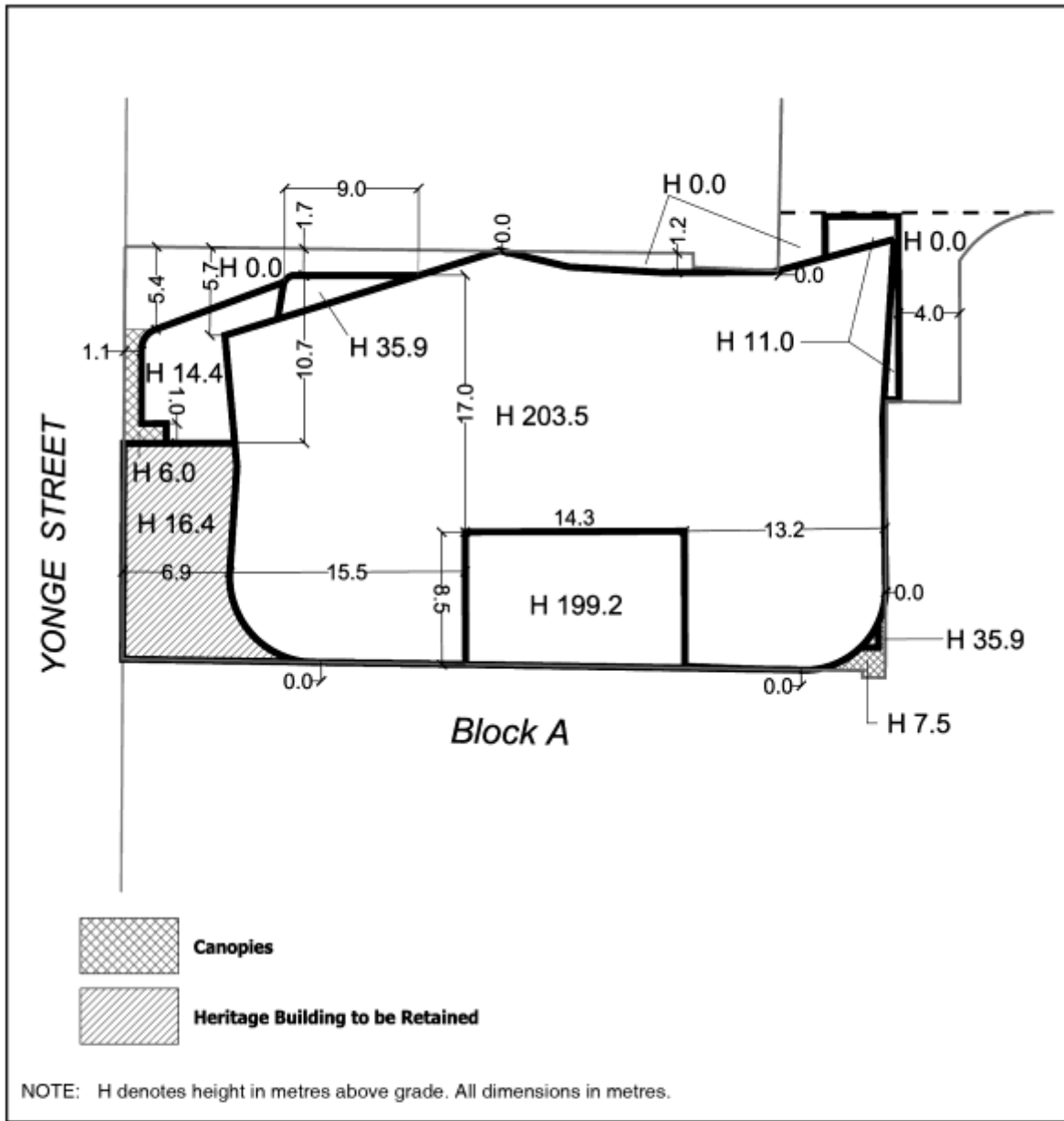
Enacted and passed on November 18, 2013.

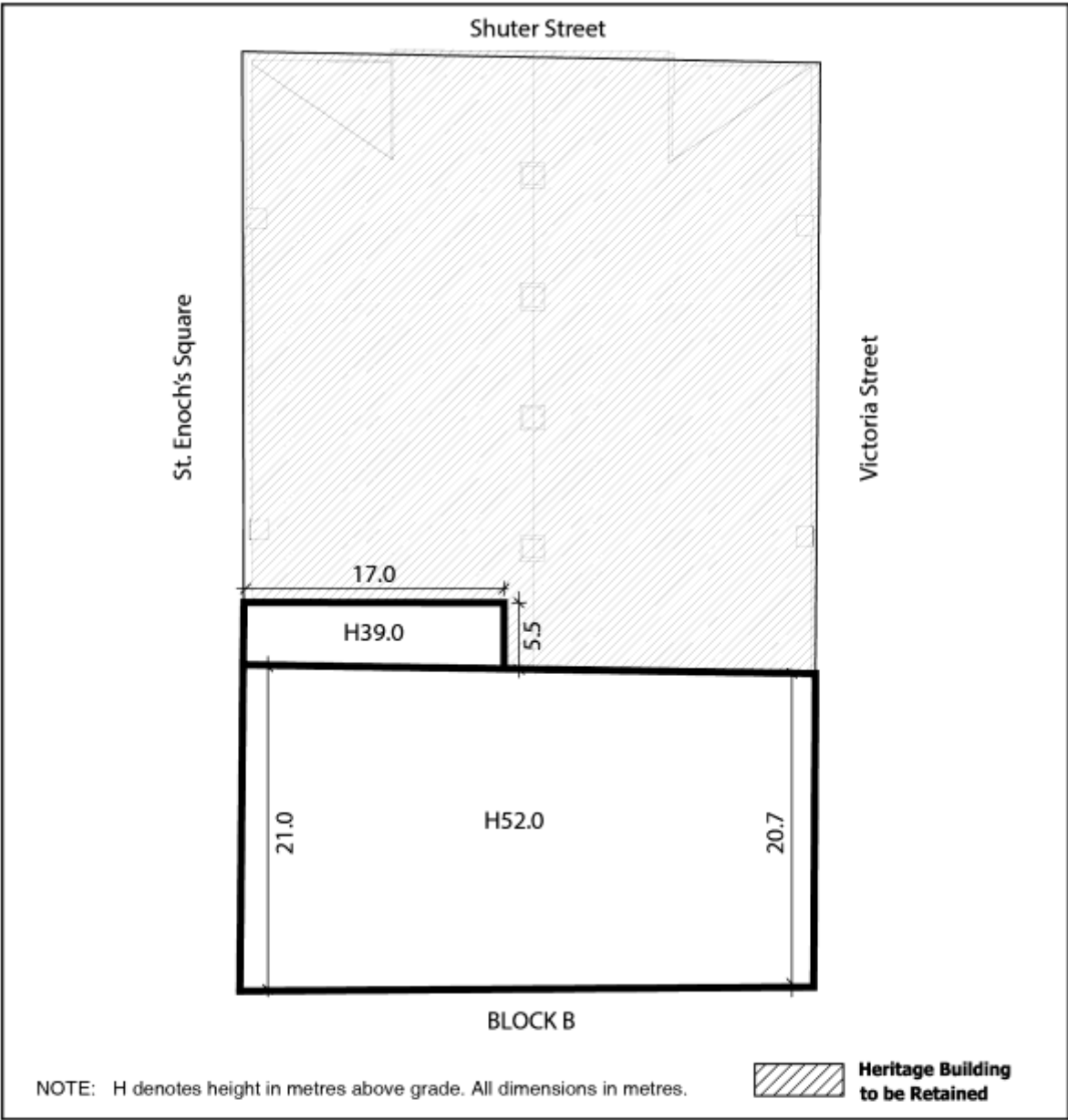
Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)







Appendix 1
Section 37 Provisions

The facilities, services and matters set out herein are the matters required to be provided by the *owner* of the *Block A Lands* at its expense to the *City* or as otherwise specified in this Appendix, in accordance with agreements, pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the *City* with conditions providing for indexing escalation of both the financial contributions and letters of credit, development charges, indemnity, insurance, GST, HST, termination and unwinding, and registration and priority of agreement:

1. The development permitted by this By-law on the *Block A Lands* shall incorporate and retain the *existing CBoC heritage building in situ*, as may be permitted to be altered pursuant to a heritage easement agreement or amending agreement thereto entered into by the *Block A Owner* and the *owner* of the *Conveyance Lands* with the *City* after the date of enactment of this By-law and registered on title to such lands pursuant to Section 37 of the *Ontario Heritage Act*, to the satisfaction of the City Solicitor and the *Manager HPS*, together with any permit issued by the *City* pursuant to Section 33 of the *Ontario Heritage Act*;
2. Prior to the earlier of, the date of enactment of this By-law and the issuance of any permit for all or any part of the *Block A Lands* and the *Conveyance Lands*, including pursuant to the *Ontario Heritage Act* and the *Building Code Act* and including any permit for excavation and shoring, but excluding a permit for repairs, maintenance and usual and minor works acceptable to the *Manager HPS*, the *Block A Owner* and the *owner* of the *Conveyance Lands* shall:
 - (a) complete the conveyance in escrow of the *Conveyance Lands* to *Massey*, to the satisfaction of the City Solicitor; and
 - (b) enter into and register a *Three Party Agreement* on title to the *Block A Lands* and the *Block B Lands*, with the *City* and *Massey*, to secure amongst other matters:
 - i. the completion of the fee simple conveyance, at nominal cost, to *Massey* of the *Conveyance Lands* prior to the issuance of any permit, for all or any part of the *Block A Lands* including pursuant to the *Ontario Heritage Act* and the *Building Code Act* including any permit for excavation or shoring but excluding a permit for repairs, maintenance and usual and minor works acceptable to the *Manager HPS*, such conveyance to be a consolidation of the *Block B Lands* and to include the fee simple conveyance of such lands, together with appropriate easements including over portions of the *Block A Lands* for construction, access, and future operations, together with rights to *Massey* to construct in a timely fashion and in accordance with a construction phasing plan, all to the satisfaction of the City Solicitor in consultation with the *Chief Planner* and the *Manager HPS*;

- ii. to ensure the limited use of the *Conveyance Lands* for the sole purpose of expansion to the *existing Massey Hall heritage building* in order to implement a maximum 6-storey rear addition to the *existing Massey Hall heritage building*, to be used for cultural facility purposes (the "*Massey Hall expansion*");
- iii. such construction phasing plan to provide for the construction of the development permitted by this By-law on the *Block A Lands* and the *Massey Hall expansion*, as well as the operation of Massey Hall during construction and the necessary rights in order that *Massey* is reasonably able to construct in a timely manner the completion of the *Massey Hall expansion*; to address the timing of any removal of all or any portion of the structure related to the Albert building;
- iv. to secure the entering into and registration of the *Massey Heritage Easement Agreement* with the *City* to the satisfaction of the *City Solicitor* and the *Manager HPS*, prior to the earlier of: the issuance of any site plan approval for all or any part of the *Massey Hall expansion*; immediately following the completion of the conveyance to *Massey* of the *Conveyance Lands* as set forth in i. herein; and the issuance of any permit for all or any portion of the *Block B Lands* including pursuant to the *Ontario Heritage Act* and the *Building Code Act* including any permit for excavation or shoring but excluding a permit for repairs, maintenance and usual and minor works acceptable to the *Manager HPS*;
- v. to address the timing of any removal of all or any portion of the structure related to the Albert Building on the *Block B Lands*, including amongst other matters, that any removal of all or any portion of the structure related to the Albert building shall not occur until the *City* is satisfied that the development permitted in this By-law on the *Block A Lands* will proceed immediately following, provided if at any time the *Block A Owner* does not commence construction of such development within one (1) year following commencement of removal of all or any portion of the structure related to the Albert building, *Massey* may proceed to construct the *Massey Hall expansion*, in phases or as one phase and the *Block A Owner* shall transfer such rights as are needed to permit *Massey* to so construct;
- vi. to ensure in the event construction of the development permitted by this By-law on the *Block A Lands* commences after completion of the conveyance of the *Conveyance Lands* to *Massey*, and thereafter prior to its completion such work ceases for a period of eight (8) months or more, that *Massey* may proceed to construct the *Massey Hall expansion*, in phases or as one phase;
- vii. to ensure if the transfer of the *Conveyance Lands* has not occurred within two (2) years of this By-law coming into full force and effect, that *Massey* may issue a design change notice to the *Block A Owner* and the *owner* of the *Conveyance Lands*, to provide that if the *Conveyance Lands* are not

transferred to *Massey* within sixty (60) days of the issuance of the design change notice, *Massey* may proceed to redevelop that portion of the *Block B Lands* owned by *Massey*, and that the *Block A Owner* and the owner of the *Conveyance Lands* shall reasonably accommodate such redevelopment, and that the *Block A Owner* and the owner of the *Conveyance Lands* shall continue to be required to transfer the *Conveyance Lands* to *Massey* in accordance with clause 3(b) of this Appendix 1; and

- viii. to secure the use of the funds paid to *Massey* by the *Block A Owner* for the purposes set forth in clause 4 of this Appendix 1;

all to the satisfaction of the City Solicitor, the *Chief Planner* and the *Manager HPS* and in consultation with *Massey*;

3. Prior to the issuance of any permit for all or any part of the *Block A Lands* and for all or any part of the *Conveyance Lands*, including pursuant to the *Ontario Heritage Act* and the *Building Code Act* and including any permit for excavation or shoring, but excluding a permit for works associated with repairs, maintenance and usual and minor works acceptable to the *Manager HPS*, the *Block A Owner* and the owner of the *Conveyance Lands* shall:
 - (a) enter into the *CBoC Heritage Easement Agreement* with the City pursuant to Section 37 of the *Ontario Heritage Act*, such agreement to be registered against title to the *Block A Lands* and the *Conveyance Lands*, all to the satisfaction of the City Solicitor in consultation with the *Manager HPS* and on the basis that following the completion of the transfer of the *Conveyance Lands* to *Massey* and the satisfactory registration of the *Massey Heritage Easement Agreement* on title to the *Conveyance Lands*, the *CBoC Heritage Easement Agreement* will be released from the *Conveyance Lands*;
 - (b) complete the conveyance of the *Conveyance Lands* as set forth in clause 2(b)i. of this Appendix 1, at nominal cost to *Massey* and all to the satisfaction of the City Solicitor; and
 - (c) submit final *building permit* plans and drawings for the alterations and new construction for the development permitted by this By-law, to the satisfaction of the *Manager HPS*;
4. Prior to the issuance of the *final building permit* for all or any part of the *Block A Lands*, the *Block A Owner* shall:
 - (a) pay to The Corporation of Massey Hall and Roy Thomson Hall being a not-for-profit charitable organization by certified cheque:
 - i. the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), such funds to be used by *Massey* for streetscape improvements to one or more of Yonge Street, St. Enoch's Lane, Shuter Street and/or Victoria

Street, in the immediate vicinity of the *Block B Lands*, all to the satisfaction of the *Chief Planner*, in consultation with the Ward Councillor and the local Business Improvement Association, such payment and such use of the funds to be additionally secured in the *Three Party Agreement* to the satisfaction of the City Solicitor in consultation with the *Chief Planner*; and

- ii. the sum of ONE MILLION DOLLARS (\$1,000,000.00), such funds to be used by *Massey* for the first phase of its construction of the *Massey Hall expansion*, all to the satisfaction of the *Chief Planner*, such payment and such use of the funds to be additionally secured in the *Three Party Agreement* to the satisfaction of the City Solicitor in consultation with the *Chief Planner*; and

- (b) pay to the *City* by certified cheque the sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) to be used for capital improvements to Toronto Community Housing Corporation properties in Ward 27, in consultation with the Ward Councillor;

with the payments in (a) and (b) above to be increased by upwards indexing calculated from the date of enactment of this By-law to the date of each such payment;

- 5. Prior to the issuance of any Site Plan Approval for all or any portion of the *Block A Lands* through the Site Plan Approval process pursuant to Section 114 of the *City of Toronto Act, 2006*, the *Block A Owner* shall:

- (a) provide a detailed Conservation Plan, including all recommended interventions to address maintenance of the *existing CBoC heritage building* separately from the conservation work more directly associated with the adaptive reuse of the structure, and measures to be taken to protect the *existing CBoC heritage building* during construction of the development permitted by this By-law, and estimated costs for each with a schedule for implementation, to be prepared by a qualified heritage consultant, and, thereafter implement such plan, all to the satisfaction of the *Manager HPS*;
- (b) provide a letter of credit to the *City* in a form and amount satisfactory to the *Manager HPS* to secure the approved conservation work required immediately to satisfy the maintenance provisions in the applicable heritage easement agreement for the *Block A Lands*, with the balance of the letter of credit for all remaining approved conservation work, to be provided prior to the issuance of any permit pursuant to the *Ontario Heritage Act* for all or any part of the *Block A Lands* or the *Conveyance Lands*, such letters of credit to include provision for upward indexing. Prior to the release of such letters of credit, amongst other things, replacement heritage easement agreement photographs shall be provided to the *City* and a certificate of completion prepared by a qualified heritage consultant confirming that the conservation work has been completed in accordance with the approved Conservation Plan shall be provided to the *City*, all to the satisfaction of the *Manager HPS*;

- (c) provide an Interpretation Plan that interprets the cultural heritage values of the heritage property on the *Block A Lands* with particular emphasis on the conserved features of the original banking hall, and, thereafter implement such Plan, all to the satisfaction of the *Manager HPS*; and
 - (d) submit, thereafter implement and maintain a Lighting Plan for the sensitive illumination at night of the Yonge Street elevation of the existing CBoC heritage building to enhance the building's heritage character, all to the satisfaction of the *Manager HPS*; and
6. The *Block A Owner* shall enter into and register on title to the *Block A Lands* and the *Conveyance Lands*, one or more agreements with the *City* pursuant to Section 37 of the *Planning Act*; and the *Block A Owner* shall enter into and register on title to the *Block A Lands* and the *Block B Lands* a three party agreement with the *City* and the *Block B Owner* pursuant to Section 37 of the *Planning Act*, all to the satisfaction of the *City Solicitor* in consultation with the *Chief Planner* and *Manager HPS*, to secure the facilities, services and matters set forth in this Appendix 1.