

Authority: North York Community Item NY4.24, adopted as amended, by City of Toronto Council on March 31, April 1 and 2, 2015

CITY OF TORONTO

Bill No. 529

BY-LAW No. -2015

To amend former City of North York By-law No. 7625 with respect to lands known municipally as 4841 to 4881 Yonge Street, 2 and 50 Sheppard Avenue East and 2, 4 and 6 Forest Laneway.

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;

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*;

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

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 or 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;

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

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 No. 7625, as amended, is permitted in return for the provision of the facilities, services and matters set out in the 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. Schedules "B" and "C" of By-law No. 7625 of the former City of North York are amended in accordance with Schedules 'A' and 'B' of this By-law.
2. Section 64.23 of By-law No. 7625 is amended by adding the following subsection:

"64.23(144) C1(144)

DEFINITIONS

MECHANICAL FLOOR AREA

- (a) Mechanical Floor Area shall mean floor area within a building or structure used exclusively for the accommodation of mechanical equipment necessary to physically operate the building, including but not limited to heating, ventilation, air conditioning, electrical, plumbing, fire protection and elevator equipment.
- (b) Level One shall mean a floor the elevation of which is at or above 171.4 metres c.g.d. and below 172.3 metres c.g.d.
- (c) Level Two shall mean a floor the elevation of which is at 172.3 metres c.g.d. or above, and to a maximum elevation below 179.9 metres c.g.d.

BUILDING HEIGHT AND ESTABLISHED GRADE

- (d) Building Height shall mean the vertical distance in storeys and in metres between the base Level, as established on Schedule 'B' hereto, and shall exclude the height of mechanical penthouses, parapets and other architectural features, and stairwells to access the roof.
- (e) Building Height shall also mean on Schedule 'B' where measured in metres, the vertical distance in metres above "Established Grade" which shall mean the geodetic elevation of in the case of Level 1, 171.45 metres, and in the case of Level Two 175.87 metres, and shall exclude the height of mechanical penthouses, parapets and other architectural features, and stairwells to access the roof.

BICYCLE PARKING

- (f) Bicycle room shall mean a common bicycle room designed and equipped exclusively for the purpose of parking and securing bicycles.
- (g) Bicycle parking space shall mean a space with minimum vertical clearance of 1.9 metres, minimum horizontal dimensions of 0.6 metres by 1.2 metres and maximum floor area of 2.0 square metres, including any associated access corridor area, that is designed and equipped exclusively for the purpose of parking and securing one or more bicycles and is not located within a dwelling unit, balcony or commercial suite. Where bicycle parking is provided in a bicycle stacker, the minimum vertical clearance for each bicycle parking space shall be 1.2 metres.

COMMON OUTDOOR SPACE

- (h) Common outdoor space shall mean unenclosed, exterior, publicly accessible areas of the net site that are adjacent to the building, consist of hard or soft landscaping, adjoin a public street, provide pedestrian facilities such as outdoor seating, and may include public art.

GROSS SITE

- (i) Gross Site shall mean the lands identified on Schedule 'A' comprising an area of 34,628 square metres.

GROSS FLOOR AREA

- (j) Gross Floor Area shall mean the aggregate of the areas of each floor, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor, including any areas used as balconies, but excluding
 - (i) any part of the building used for mechanical floor area;
 - (ii) any space in a parking garage at or below grade used exclusively for motor vehicle and bicycle parking and access thereto including loading pick-up and staging areas; and
 - (iii) the floor area of unenclosed residential balconies.

NET SITE

- (k) Net Site shall mean the gross site minus parts conveyed for road widening purposes to the City of Toronto and comprising an area of 34,094 square metres. Any lands within the net site conveyed to the City shall continue to be considered part of the net site.

PERMITTED USES

- (l) Permitted uses shall be: restaurants, retail stores, personal service shops, service shops, branches of banks or financial institutions, business and professional offices, studios, dry-cleaning and laundry collecting establishments, synthetic dry-cleaning establishments, automatic laundry shops, custom workshops making articles or products to be sold at retail on the premises, art galleries, museums, taverns, cinemas, theatres and uses ancillary thereto, assembly halls, banquet halls, clubs, commercial schools, billiard parlours, bowling alleys, professional medical offices, dwelling units, recreational uses, commercial recreational uses, fitness centres, day nurseries, public parking structures, and outdoor cafes.

MAXIMUM GROSS FLOOR AREA

- (m) Except as provided for in subsection (aa), the maximum gross floor area permitted on the net site shall not exceed 155,826 square metres attributable to the gross site.

MAXIMUM RESIDENTIAL/MINIMUM NON-RESIDENTIAL GROSS FLOOR AREA

- (n) Including as provided for in subsection (aa), the maximum residential gross floor area permitted on the net site shall not exceed 125,000 square metres, and a minimum of 60,000 square metres non-residential gross floor area shall be provided.

NUMBER OF DWELLING UNITS

- (o) The maximum number of dwelling units shall be 1,410.

BUILDING ENVELOPE

- (p) No portion of any building or structure erected and used above grade shall be located otherwise than wholly within the building envelope identified on Schedule 'B' except for canopies and other architectural features which may project beyond the building envelope.

BUILDING HEIGHT

- (q) The building height, measured in storeys or metres above Floor Levels or Established Grade, shall not exceed the maximum heights in storeys above Level One or Level Two, and in metres above Established Grade, as shown on Schedule 'B' excluding mechanical penthouses, parapets and other architectural features, and stairwells to access the roof.

MOTOR VEHICLE PARKING

- (r) Parking spaces shall be provided within the gross site in accordance with the following requirements:
- (i) for the Apartments 'B', 'C' and 'D' on Schedule 'B' a minimum of 0.63 parking spaces per unit and a maximum of 1.1 parking spaces per unit;
 - (ii) for Apartment 'A' on Schedule 'B' a minimum of 0.9 spaces per unit and a maximum of 1.1 parking spaces per unit;
 - (iii) a minimum of 0.1 visitor parking spaces per unit;
 - (iv) a minimum of 11 parking spaces of the total required by (r(i)) above shall be devoted for the use of the 19 replacement rental dwelling units in the rental replacement building and located adjacent to the elevator to the rental lobby on the P1 Level of the parking garage, and a minimum of 4 parking spaces of the total required by (r(ii)) above shall be devoted for use of the 6 replacement rental dwelling units in Apartment 'A' and located adjacent to the elevator to the Apartment 'A' lobby on the P1 level of the parking garage;
 - (v) for non-residential uses a minimum of 0.9 parking spaces to a maximum of 1.0 parking spaces per 100 square metres of gross floor area devoted to non-residential uses; and
 - (vi) parking spaces and drive aisles existing as of the date of enactment of this bylaw shall be deemed to comply with the minimum size requirements otherwise required by By-law No. 7625.

No parking spaces shall be permitted outside any building; all parking spaces shall be located in parking garages contained within the building complex. Non-residential parking spaces, residential visitor parking spaces and residential parking spaces required for Apartments 'B', 'C', and 'D' may be shared and made available to the general public and a charge may be imposed for the use of such spaces, whether by tenants, visitors or the public.

BICYCLE PARKING

- (s) Bicycle parking shall be provided within the net site in accordance with the following requirements:
 - (i) a minimum of 360 bicycle parking spaces;
 - (ii) a minimum of 37 of the bicycle parking spaces required by (s)(i) herein, shall be located in a bicycle room located near grade, in the vicinity of Apartment 'A' on Schedule 'B'; and
 - (iii) a minimum of 17 of the bicycle parking spaces required by (s)(i) herein, shall be devoted for the use of the replacement rental dwelling units and located adjacent to the elevator to the rental lobby on the P1 Level of the parking garage.

LOADING

- (t) The minimum number of ten (10) loading spaces shall be provided on the net site as follows:
 - (i) 2 Type "A" loading spaces with a minimum length of 17.0 metres, a minimum width of 3.5 metres; and a minimum vertical clearance of 4.4 metres;
 - (ii) 4 Type "B" loading spaces with a minimum length of 11.0 metres, a minimum width of 3.5 metres; and a minimum vertical clearance of 4.0 metres;
 - (iii) 3 Type "C" loading spaces with a minimum length of 6.0 metres, a minimum width of 3.5 metres, and a minimum vertical clearance of 3.0 metres; and
 - (iv) 1 Type "G" loading space with a minimum length of 13.0 metres, a minimum width of 4.0 metres, and a minimum vertical clearance of 6.1 metres.

COMMON OUTDOOR SPACE

- (u) A minimum of 4,000 square metres of common outdoor space shall be provided on the net site.

INDOOR RECREATION AMENITY AREA

- (v) Indoor recreational amenity area shall be provided as follows:
 - (i) A minimum of 1.5 square metres of indoor recreational amenity space per dwelling unit shall be provided for Apartment 'A' as shown in Schedule 'B' exclusive of the required indoor recreational amenity area for the Rental Replacement building as shown in Schedule 'B'; and
 - (ii) A minimum of 59 square metres of indoor recreational amenity space shall be provided on Level 4 of the Rental Replacement building as shown in Schedule 'B'.

OUTDOOR RECREATIONAL AMENITY AREA

- (w) Outdoor recreational amenity area shall be provided as follows:
 - (i) A minimum of 1.5 square metres per dwelling unit of private outdoor recreational amenity area shall be provided at grade or on building rooftops for Apartment 'A' as shown on Schedule 'B' exclusive of the required outdoor recreational amenity area for the Rental Replacement building as shown in Schedule 'B'; and
 - (ii) A minimum of 70 square metres of outdoor recreational amenity space shall be provided adjacent to the indoor recreational amenity space for the Rental Replacement Building.

INCREASED DENSITY

- (x) Pursuant to Section 37 of the *Planning Act* and subject to compliance with this By-law, the increase in height and density of development on the lot contemplated herein is permitted in return for the provision by the owner, at the owner's expense, of the facilities, services and matters set out in Schedule '1' hereof which are secured by one or more agreements pursuant to Section 37(3) of the *Planning Act* that are in a form and registered on title to the lot, to the satisfaction of the City Solicitor.

SECTION 37 AGREEMENT

- (y) Where Schedule '1' of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on the satisfaction of the same.
- (z) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all the provisions of Schedule '1' are satisfied in accordance with the specified timeframes therein.

ADDITIONAL GROSS FLOOR AREA

- (aa) Notwithstanding subsection (m) of this exception, additional gross floor area shall be permitted on the net site shown on Schedule 'B', with the maximum total of all additional gross floor area achieved through density incentives in this subsection not exceeding 44,517 square metres and limited to the following:
- (i) a maximum of 29,206 square metres of retail and service commercial space on Level One and Level Two, provided that the area is used exclusively for retail and service commercial purposes, including a commercial day care facility on Greenfield Avenue and not fronting onto Yonge Street to a maximum of 868 square metres;
 - (ii) a maximum of 3,317 square metres of an athletic or recreational facility (fitness centre) floor space;
 - (iii) a maximum of 100 square metres for a bicycle room located near grade, provided that the room is designed and used exclusively for parking and storing bicycles to serve the Apartment 'A' as shown in Schedule 'B';
 - (iv) a maximum of 1.50 square metres per dwelling unit of indoor recreational amenity space for the Rental Replacement units and Apartment 'A' as shown in Schedule 'B', provided that the area is used exclusively for recreational purposes;
 - (v) a maximum of 3,385 square metres attributable to a 677 square metres non-profit daycare facility provided on the net site;
 - (vi) a maximum of 2,550 square metres attributable to a 510 square metres community facility provided on the net site; and
 - (vii) a maximum of 5,500 square metres attributable to the payment specified in Schedule 'I', Item (i).

PROVISIONS NOT APPLICABLE

- (bb) The provisions of Sections 22, and 23 do not apply."
3. Section 64.23 of By-law No. 7625 of the former City of North York is amended by adding Schedule 'B' attached to this By-law.
4. By-law Nos. 31291 and 31560 are hereby repealed.
Enacted and passed on May , 2015.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

SCHEDULE '1'

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 under subsection (aa) of this exception on the lot and secured in an agreement or agreements under Section 37(3) of the *Planning Act*, whereby the owner agrees as follows:

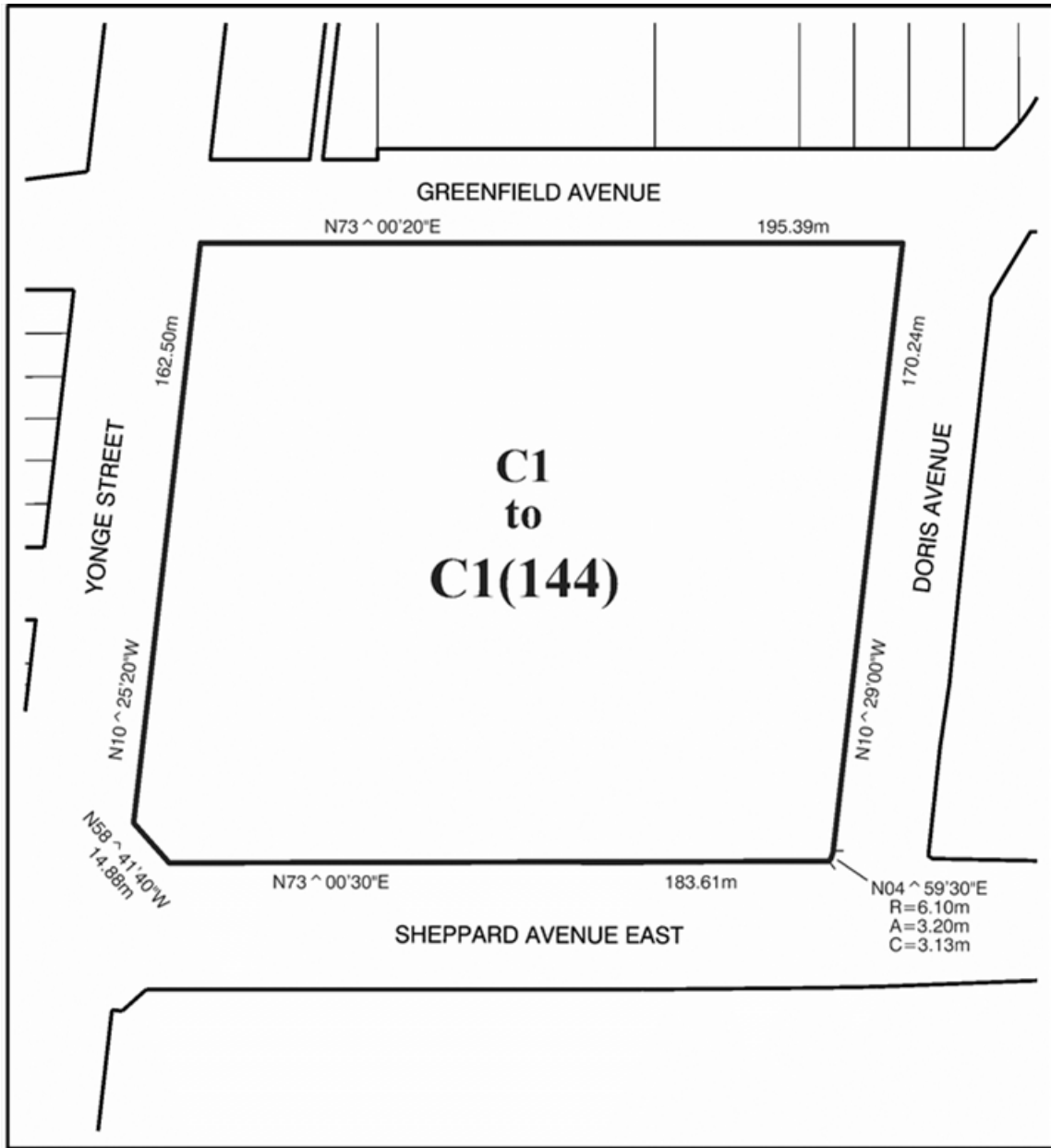
- i. prior to issuance of the first above grade building permit for Apartment 'A' on Schedule 'B' a monetary contribution towards the cost of acquiring lands necessary for completion of planned service roads, associated road network and buffer areas in the North York Centre, parkland acquisition and parkland improvements and/or community centre or social facility shall be paid to the City. The amount of the monetary contribution shall be equal to the market value, based on land value, of the gross floor area specified in (aa) of this exception and based on the value of \$617.85 with indexing identified in the memo from the Director of Real Estate Services dated January 16, 2015 which may be reduced in the event that additional parkland is conveyed to the City prior to the Section 37 monetary contribution being made in accordance with OPA 249;
- ii. the building permit which provides for the 19 replacement rental dwelling units within the Rental Replacement Building shall be issued no later than the issuance of the first above grade-building permit for renovations to the retail commercial spaces included in the Phase 1 Site Plan;
- iii. a minimum of 28,411 square metres of retail and service commercial floor space on Level One and Level Two and directly accessible from Yonge Street, Sheppard Avenue East or Greenfield Avenue;
- iv. provision and maintenance of a minimum of 3,317 square metres of an athletic or recreational facility (fitness centre) floor space;
- v. provision and maintenance of a minimum of 650 square metres for a non-profit daycare facility, in accordance with the term sheet attached as Schedule 'C';
- vi. provision and maintenance of a minimum of 510 square metres for a community facility, in accordance with the term sheet attached as Schedule 'C';
- vii. provision and maintenance of a bicycle room containing bicycle racks or lockers at a minimum rate of 0.1 per dwelling unit within Apartment 'A' provided that the room is designed and used exclusively for parking and storing bicycles to serve Apartment 'A';
- viii. provision and maintenance of a minimum of 1.50 square metres per dwelling unit of indoor recreational amenity space for the Rental Replacement units and for Apartment 'A' as shown in Schedule 'B';
- ix. to address the issues identified in the memos from the Manager, Development Engineering, North York dated June 4, 2014 and October 8, 2014 including any necessary off-site improvements prior to Site Plan Approval to the satisfaction of the Chief Planner;

- x. submit and implement a Construction Mitigation and Communication Strategy to the satisfaction of the Director, Community Planning North District, prior to the issuance of any demolition permit;
- xi. provision and maintenance by the owner of not less than 25 replacement rental dwelling units, comprising at least 21 affordable rental dwelling units and 4 rental dwelling units with rents no higher than mid-range rents, which units shall be of a size to the satisfaction of the City's Chief Planner and Executive Director, City Planning Division;
- xii. provision and maintenance by the owner of not less than 19 replacement rental dwelling units in the Rental Replacement Building on Schedule 'B' and 6 replacement rental dwelling units in Apartment 'A' on Schedule 'B' with rents no higher than mid-range rents, which units shall be of a size to the satisfaction of the City's Chief Planner and Executive Director, City Planning Division, subject to the following:
 - a. the replacement rental dwelling units shall comprise 7 one-bedroom units, 9 two-bedroom units and 9 three-bedroom units; and the combined floor area of the 25 replacement rental dwelling units shall be no less than 2,467 square metres, exclusive of terraces and common amenity space. Each of the 19 units within the Rental Replacement Building shall have a terrace for private and exclusive access. The units shall range in sizes as follows:
 - i. Seven (7) one-bedroom units, of which all units shall have a minimum floor area of 63 square metres and two (2) units shall have a minimum floor area of 73.7 square metres;
 - ii. Nine (9) two-bedroom units, of which all units shall have a minimum floor area of 74.8 square metres, eight (8) units shall have a minimum floor area of 79.7 square metres, three (3) units shall have a minimum floor area of 90.2 square metres, two (2) units shall have a minimum floor area of 90.9 square metres, and one (1) unit shall have a minimum floor area of 115.5 square metres;
 - iii. Nine (9) three-bedroom units, all of which shall have a minimum floor area of 135.9 square metres, seven (7) units shall have a minimum floor area of 142 square metres, six (6) units shall have a minimum floor area of 142.9 square metres, four (4) units shall have a minimum floor area of 143.8 square metres, three (3) unit shall have a minimum floor area of 144.7 square metres, and two (2) units shall have a minimum floor area of 149.4 square metres;
 - b. the replacement rental dwelling units shall be maintained as rental housing units for at least 20 years, beginning with the date each unit is occupied and until the owner obtains approval for a zoning by-law amendment removing the requirement for the replacement rental housing units to be maintained as rental units. No application may be submitted for condominium registration, or for any other conversion to non-rental housing purposes, or for demolition without providing for replacement during the 20 year period;

- c. the 19 replacement rental dwelling units in the Rental Replacement Building shall be ready for occupancy no later than the date of structural or substantial completion of the Phase 1 retail commercial uses, and prior to issuance of any above grade building permit for Phase 2 residential building the 6 replacement rental dwelling units in Apartment 'A' shall be ready for occupancy prior to the occupancy of any of the other units in Apartment 'A';
- d. the owner shall provide and maintain affordable rents charged to the tenants who rent the 21-designated affordable replacement rental dwelling units during the first 10 years of its occupancy, such that the initial rent shall not exceed an amount based on the most recent Fall Update of the Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type, and upon turn-over, the rent charged to any new tenant shall not exceed the greater of the most recently charged rent or the most recent Fall Update Rental Market Report and over the course of the 10 year period, annual increases shall not exceed the Provincial rent guideline and, if applicable, permitted above-guideline increases;
- e. the owner shall provide and maintain rents no greater than mid-range rents charged to the tenants who rent each of the designated 4 dwelling units with mid-range rents during the first 10 years of its occupancy, with mid-range rents on the same basis as xii.d. except that the maximum mid-range rent shall not exceed an amount that is 1.5 times average market rent by unit type;
- f. rents charged to tenants occupying a replacement rental dwelling unit at the end of the 10-year period set forth in xii.d. shall be subject only to annual increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their dwelling unit or until the expiry of the rental tenure period set forth in xii.d. with a phase-in period of at least three years for rent increases;
- g. rents charged to tenants newly occupying a replacement rental dwelling unit after the completion of the 10 year period set forth in xii.d. will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement;
- h. at least 11 parking spaces shall be designated for the 19 rental replacement units in the Rental Replacement Building and located adjacent to the elevator to the rental lobby on the P1 Level of the existing parking garage; and at least 4 parking spaces shall be designated for the 6 rental replacement units in Apartment 'A' and located adjacent to the elevator to the lobby for Apartment 'A' on the P1 level of the parking garage;
- i. an indoor amenity space for the exclusive use of the rental tenants in the Rental Replacement Building that is not less than 59 square metres and shall contain a kitchenette and associated furnishings and finishes to accommodate small meetings or gatherings to the satisfaction of Chief Planner and Executive Director;

- j. an outdoor amenity space of not less than 67 square metres immediately adjacent to the indoor amenity space set forth in (i.) for the exclusive use of the rental tenants, in the Rental Replacement Building and including a BBQ and associated furnishings and finishes to the satisfaction of Chief Planner and Executive Director; and
- k. the owner shall provide tenant relocation and assistance in accordance with the more detailed Tenant Relocation and Assistance Plan to be included in the Section 37 Agreement or agreements, to the satisfaction of the Chief Planner and Executive direction, City Planning Division, for tenants in the existing building on the lands. At a minimum, tenant relocation assistance shall include:
 - i. the right to return to a rental replacement unit at a similar rent for all eligible tenants in the existing rental units;
 - ii. extended notice of the date tenants must vacate for the demolition of their units;
 - iii. a process for returning tenants to choose their rental replacement units by seniority; and
 - iv. financial assistance comprising at least: a moving allowance of at least \$3,000 for moving out of their unit and \$3,000 to move back to a replacement unit; four (4) months' rent compensation exclusive of any assistance required under provincial law and an additional \$2,000; and, a rent subsidy for a period of 12 months geared to the affordability gap between their current rent and local area rents by unit type.

Schedule 'A'



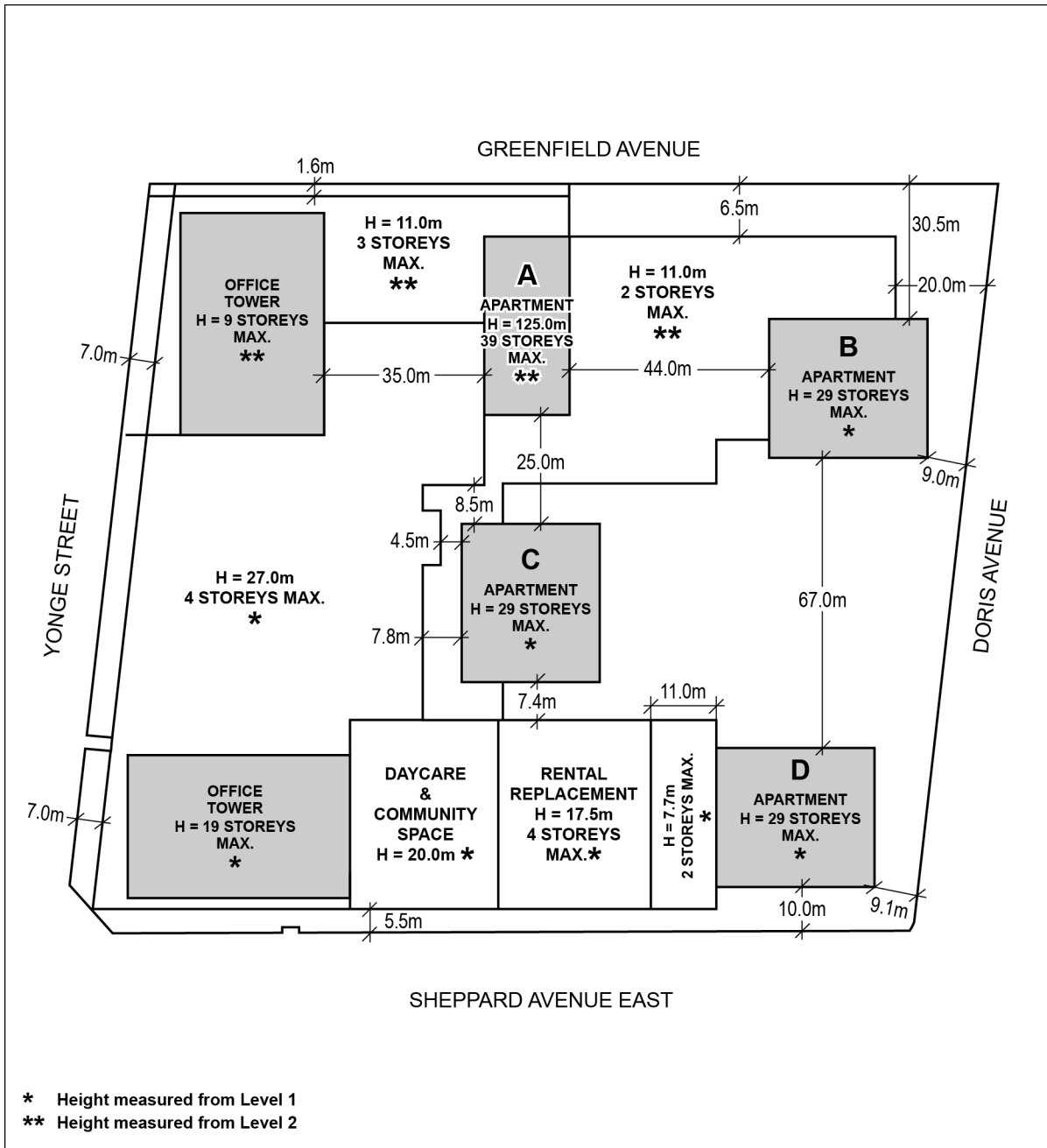
Schedule 1

Part of Lot 16, Concession 1, East of Yonge Street R.P. 207,
Part of Lots 1, 2, 3, 5, 6, 7, 8 and 9 and Part of Doris Avenue
Schaeffer Dzaldov Bennett LTD, Ontario Land Surveyors
Date: 01/15/2015
Approved by: R.G.

File # 13 171700 NNY 23 0Z

↑
Not to Scale

Schedule 'B'



Schedule 'C'

A. Non-Profit Daycare

1. The Owner shall provide a daycare facility space within the Sheppard Centre with a minimum interior gross floor area of 650 square metres and a minimum exterior space of 278 square metres. The daycare facility shall be located in the substantially in the location shown on the plans by Quadrangle Architects Limited and dated March 26, 2015, copies of which are on file with the Chief Planner.
2. The Owner shall lease the daycare facility to the City for a term(s) totalling 99 years on a turn-key basis. The lease shall ensure that the facility is free of all rent and any other facility fees and charges, and the Owner shall be responsible for the cost of all utilities and municipal services supplied to the facility, caretaking costs of the building's common areas, repair and maintenance costs (excluding wear and tear), realty taxes and any local improvement charges.
3. The City shall use and/or sublease the space for no other purpose than as a childcare facility operated by a non-profit childcare provider chosen or created by the City.
4. The Owner shall be responsible for constructing, furnishing, finishing and equipping the daycare facility on the basis of plans approved by the City, and in accordance with all applicable provincial and municipal legislation, by-laws, regulations, guidelines and standards and provincial licensing requirements, including the City's *Child Care Design & Technical Guideline* (2012), as may be amended or replaced from time to time. In particular, the Day Care Space shall meet the following design specifications:
 - a. exterior fenced rooftop play space adjacent to interior space, suitably weather protected, equipped and landscaped to facilitate year-round use with vandal-proof storage adjacent to the play space;
 - b. acceptable safe access to the daycare facility for children, parents, custodians and staff, including pedestrian and vehicular drop-off and pick-up location of children;
 - c. parking provision of a minimum of 13 designated pick-up and drop-off spaces to be located within the underground garage in close proximity to the elevator that accesses the daycare facility;
 - d. fully functional kitchen;
 - e. acceptable wind, sun/shade, noise, and air quality conditions;
 - f. acceptable security provisions that allow the daycare facility to operate autonomously within the development; and
 - g. compliance with all physical criteria necessary to obtain a license required to operate a child care facility.

5. The Owner shall be responsible for all up-front development costs including, but not limited to, applicable building permit fees, development charges, and park levies.
6. After the 10th year of the term of the lease, the Owner shall have the option, in the event of renovations to, or the redevelopment of, the Sheppard Centre, to relocate the daycare facility within the Sheppard Centre for the remainder of the lease, with the size, location, materials and design of the relocated facility (as well as any temporary facility, if applicable) and terms of the move to be to the satisfaction of the City. The Owner's obligations herein shall apply *mutatis mutandis* to the relocated facility.
7. The daycare facility shall have appurtenant to it, through any lease with the City and/or a childcare facility operator, such rights of ingress to and egress from the daycare facility over and through the Sheppard Centre as are necessary and appropriate for the operator and its staff, children enrolled in the facility, and the parents or others having custody of such children.
8. The daycare facility will be made available to the City within 30 months of issuance of the first above-grade building permit for the Phase 1 retail renovations.

B. Social Facility

1. The Owner shall provide a social facility space within the Sheppard Centre with a minimum gross floor area of 510 square metres, which shall be located either on the fourth floor of the existing office building at 2 Sheppard Avenue East, or above the non-profit daycare facility, the location of which is as set out in Section A.1 above. The location of the facility space shall be to the City's satisfaction, and shall be determined in conjunction with the City's approval of the plans for the facility.
2. The Owner shall lease the facility to the City for a term(s) totalling 99 years on a turn-key basis. The lease shall ensure that the facility is free of all rent and any other facility fees and charges, and the Owner shall be responsible for the cost of all utilities and municipal services supplied to the facility, caretaking costs of the building's common areas, repair and maintenance costs (excluding wear and tear), realty taxes and any local improvement charges.
3. The City acknowledges and agrees that the social facility space is intended to be used as a child and family resource centre directly funded by the City and/or any other level of government, government agency or non-profit entity, and operated by the City or a non-profit operator chosen or created by the City. The City shall obtain the Owner's approval of any users of the space and such approval shall not be unreasonably withheld.
4. "Turn-key" means the following base-building improvements:
 - a. concrete floors finished with carpet tiles, except in reception and other areas where vinyl tiles are appropriate;
 - b. drywall walls taped, sanded and painted;

- c. dropped ceilings with acoustic tiles;
- d. life safety systems and emergency lighting, lighting, electric panel and heating, cooling and ventilation, plumbing;
- e. handicapped-accessible washroom facilities in accordance with Ontario Building Code standards; and
- f. doors to the common corridor fitted with card readers.

The construction, design and above-noted finishes of the facility shall be on the basis of plans approved by the City.

- 5. The Owner shall be responsible for all up-front development costs including, but not limited to, applicable building permit fees, development charges, and park levies.
- 6. After the 10th year of the term of the lease, the Owner shall have the option, in the event of renovations to, or the redevelopment of, the Sheppard Centre, to relocate the facility within the Sheppard Centre for the remainder of the lease, with the size, location, and design of the relocated facility (as well as any temporary facility) and terms of the move to be to the satisfaction of the City. The Owner's obligations herein shall apply *mutatis mutandis* to the relocated facility.
- 7. The facility shall have appurtenant to it, through any lease with the City and/or a facility operator, such rights of ingress to and egress from the facility over and through the Sheppard Centre as are necessary and appropriate for the operator and its staff, and the parents and children enrolled in, and/or using, the facility.
- 8. If the facility is located on the fourth floor of the existing office building, it will be made available to the City no later than the rental replacement units on Sheppard Avenue East being provided. If the Social Facility is located above the Child Care Facility, the Owner shall make it ready for occupancy and available to the City at the same time that the daycare facility is made available to the City.