

**270-288 Church Street, 101-105 and 111 Bond Street -  
Site Plan Control Application – Final Report**

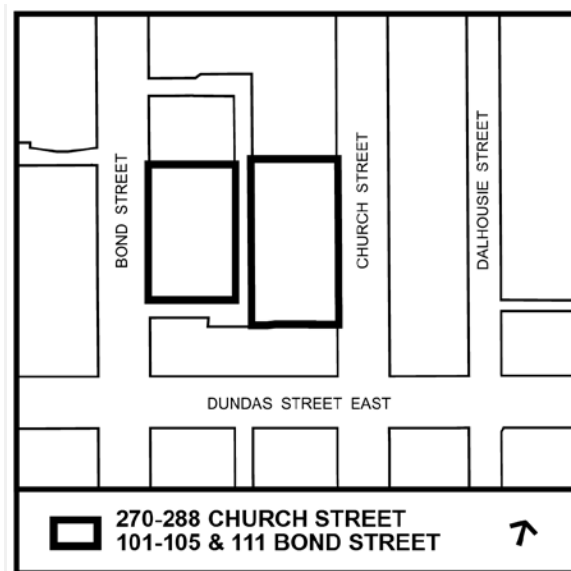
<b>Date:</b>	March 4, 2016
<b>To:</b>	Toronto and East York Community Council
<b>From:</b>	Director, Community Planning, Toronto and East York District
<b>Wards:</b>	Ward 27 – Toronto Centre-Rosedale
<b>Reference Number:</b>	14-251448 STE 27 SA

**SUMMARY**

The Site Plan Control application, submitted on behalf of Ryerson University, proposes a 27-storey mixed-use building (plus a 2-storey mechanical penthouse) with a total height of 104 metres at 270-288 Church Street. This includes a 7-storey base building with a height of 34.3 metres that rises to 9 storeys or 44.5 metres at the north end of the site. The proposed base building contains approximately 15,050 square metres of academic, administrative and retail space. The tower contains 100 student residence units with a total of 332 beds. The proposal also includes four levels of underground parking containing 155 parking spaces for university and public use.

An associated rezoning application for the proposed development was approved by City Council on September 30, 2015, and subsequently appealed to the Ontario Municipal Board (OMB) by the four residential condominium corporations of the Merchandise Building at 135 and 155 Dalhousie Street. The OMB appeal was withdrawn by the appellant in February 2016.

The proposed development is consistent with the rezoning adopted by City Council and has satisfactorily addressed all comments provided by City Divisions and other agencies.



This report reviews and recommends approval in principle of the Site Plan Control application.

## **RECOMMENDATIONS**

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### **The City Planning Division recommends that:**

1. City Council approve in principle, the conditions set out in Attachment No. 4: Conditions of Site Plan Approval to report dated March 4, 2016, regarding the proposal for a 27-storey mixed-use building with institutional and residential uses for the lands at 270-288 Church Street, 101-105 Bond Street, and 111 Bond Street.
2. City Council delegate back to the Chief Planner or her designate the authority to issue final Site Plan Approval.

### **DECISION HISTORY**

The Final Report for the associated rezoning application was brought forward to the Toronto and East York Community Council meeting held on September 8, 2015. Community Council supported the staff recommendations to approve the proposed rezoning and amended the staff recommendations by adding recommendations to approve an encroachment agreement for an underground tunnel that is part of the proposed development, to have the Site Plan Control application referred to Toronto and East York Community Council for consideration, and to request Community Planning to work with impacted stakeholders to develop a construction and traffic management working group. In addition, Community Council adopted the following motion:

*The Toronto and East York Community Council directed the Executive Director and Chief Planner, City Planning, the Director, Urban Design, City Planning, and the City Solicitor to work with Ryerson University, St. George's Greek Orthodox Church and their consultants, and affected stakeholders, and report to City Council on September 30, 2015, on the outcome of such discussions.*

The Final Report and a Supplementary Report that addressed the above motion was brought forward to the City Council meeting held on September 30 to October 2, 2015, where City Council adopted the staff recommendations as amended.

City Council's decision on the rezoning was appealed to the Ontario Municipal Board (OMB) on October 20, 2015, by the four condominium corporations of the Merchandise Building located at 135 and 155 Dalhousie Street. The OMB appeal was subsequently withdrawn by the appellant in February 2016.

## ISSUE BACKGROUND

### Proposal

The applicant is proposing a mixed-use building with student residences, academic, administrative, and retail space. The building comprises a 27-storey (plus a two-storey mechanical penthouse) tower with a height of 104 metres and a seven-storey base building with a height of 34.3 metres that rises to nine storeys or 44.5 metres at the north end of the site.

On the southern portion of the site, the first two floors of the base building are set back three metres from the Church Street property line to provide an approximately 5.9-metre wide sidewalk zone. The five floors above are cantilevered over the three metre setback. On the northern portion of the site, the first four floors are set back three metres from the Church Street property line with four floors cantilevered above, extending out to the Church Street property line. The applicant is proposing four street trees in the sidewalk zone along Church Street in raised planters, as in-ground tree planting is not viable due to the presence of a shallow underground Bell Canada servicing conduit.

The first two floors of the base building are set back six metres from the south property line to allow for vehicular access. Base building setbacks from the west property line range from 0 metres to approximately 2 metres to allow for bicycle parking. The base building abuts the north property line and would share a party wall with the adjacent Ryerson School of Interior Design building.

The base building will contain a total of 15,052 square metres for academic, administrative, and retail space including:

- teaching and academic research facilities for Ryerson's health science programs;
- up to six classrooms accommodating up to 730 students;
- a multi-disciplinary 'fabrication zone' for prototyping and digital production;
- Ryerson University faculty offices and administrative space; and
- a food services facility occupying the retail frontage along Church Street.

The tower portion of the building is for a student residence comprising 100 units with 332 beds. The proposed tower has a floorplate of 625 square metres. The tower is set back six metres from the west (rear) lot line, approximately 2.5 metres from the north (side) lot line, 10 metres from the Church Street (front) lot line, and 30 metres from the south (side) lot line.

The proposal includes a total of 530 square metres of indoor amenity space located on the eighth floor and in lounges located on every second floor in the tower portion of the building. The proposal also includes 350 square metres of outdoor amenity space located on the roof of the base building to be shared between the student residence and the academic uses on the site. Other landscaped open space that totals 1,142 square metres is located adjacent to the outdoor amenity space and on the green roof of the tower.

The proposed building includes two entrances from Church Street. The entrance at the south end of the building is intended to provide access to the food services space that extends along the majority of the Church Street frontage and will also provide access through the building to the public lane on Bond Street. The entrance at the north end of the building will allow for a mid-block pedestrian connection from Church Street to Bond Street accessible to residents, students, and the public. Pedestrians would enter the building at the north entrance along Church Street, travel through the building, across the north-south public laneway, and through a new walkway created in the existing building at 111 Bond Street. The north-south laneway west of the proposed development will undergo improvements to make the laneway safer and more inviting for pedestrians.

A parking garage with 155 automobile parking spaces will be located underground on four levels and accessed from Church Street via a private laneway at the southern edge of the site, as well as from Bond Street via the existing laneway located on the south side of 101-105 Bond Street.

One loading space will be accessed at the southern edge of the site from either Church Street or through the laneway connected to Bond Street and three loading spaces will be located in the adjacent Ryerson-owned buildings at 101-105 Bond Street that form part of the subject property. A new tunnel under the public laneway will provide internal access to the loading spaces at 101-105 Bond Street.

A total of 222 bicycle parking spaces will be provided, composed of 100 long-term spaces for residents, 38 long-term spaces for users of the academic building and 84 short-term spaces for students, customers, and other visitors. Of the 84 short-term spaces, 46 spaces will be located at grade in weather-protected locations and 38 spaces will be located on P1. All 100 long-term spaces are located underground on P1. Refer to Attachment No. 5 for project data.

## **Site and Surrounding Area**

The site of the proposed building is rectangular with 73.5 metres of frontage along Church Street and a depth of 36 metres. The site is relatively flat and is currently occupied by a commercial surface parking lot.

The following uses surround the site:

- North: A three-storey warehouse-style building occupied by Ryerson's School of Interior Design.
- South: The John Frank Place non-profit housing building which includes a 17-storey tower at the northeast corner of Dundas Street East and Bond Street and a 6-storey base building along Dundas Street East.
- East: Ryerson University's four-storey George Vari Engineering and Computing Centre is located on the east side of Church Street. Further east is Dalhousie Street and on the east side of Dalhousie Street is a large 11-storey warehouse-

style residential building that is a designated heritage building and known as the Merchandise Building.

West: West of the site and fronting on Bond Street are three Ryerson University buildings housing various administrative offices, academic programs and most of Ryerson's shipping and receiving functions. St. George's Greek Orthodox Church of Toronto is located just north of these buildings at 115 Bond Street. The buildings located on Bond Street range in height from two to four storeys.

## **Zoning**

The associated rezoning application that was approved by City Council resulted in two site-specific zoning by-laws, nos. 1042-2015 and 1043-2015, that serve to amend the former City of Toronto Zoning By-law 438-86 and the new city-wide Zoning By-law 569-2013. The site-specific by-laws were passed by the City of Toronto on October 2, 2015, subsequently appealed to the Ontario Municipal Board (OMB) and later withdrawn by the appellant in February 2016. The by-laws are now in effect.

The site-specific zoning by-laws provide specific standards that allow the proposed development described in this report. Key standards include the following:

- Maximum tower height of 105 metres and 27 storeys
- Maximum base building height of 34.5 metres and 7 storeys for the southern portion of the site and 45.5 metres and 9 storeys for the northern portion of the site.
- Maximum 26,400 square metres of gross floor area.
- Maximum 10,700 square metres of residential gross floor area.
- Maximum 15,100 square metres of non-residential gross floor area.
- Minimum 460 square metres of indoor amenity space.
- Minimum 200 square metres of outdoor amenity space.
- Minimum of 90 parking spaces.
- Minimum of one Type "G" loading space plus loading spaces may be shared with 101-105 Bond Street.
- Minimum 100 long-term bicycle parking spaces for residential uses.
- Minimum 68 long-term bicycle parking spaces for non-residential uses.
- Minimum 15 short-term bicycle parking spaces for residential uses.

## **Community Consultation**

Community consultation was conducted as part of the associated rezoning application for the proposed development, including:

- a community consultation meeting held on November 25, 2014;
- two working group sessions held on February 26, 2015 and April 22, 2015, with representatives from the St. George's Greek Orthodox Church, the Merchandise Lofts and the John Frank Building; and

- a meeting held on September 22, 2015, with representatives from Ryerson University, St. George's Greek Orthodox Church, and the Merchandise Lofts condominiums.

The comments and outcomes from those meetings are discussed in the Final Report and Supplementary Report for the rezoning application, dated August 20, 2015, and September 28, 2015, respectively.

The following key issues and comments related to the Site Plan Control application were raised at the working group meetings:

- Endeavor to provide large growing street trees on Church Street.
- Laneway materials and details to be identified on drawings and approved by Urban Design staff.
- Clarify the public realm improvements being secured through the Section 37 Agreement in the vicinity of the adjacent laneway, Bond Street and Church Street. Also clarify the pedestrian lighting details for Church Street and remember to include pedestrian easements and maintenance agreements for non-standard materials in the right-of-way. Ensure Engineering and Construction Services know about this.
- Lighting in the laneway should be identified on the Site Plan and Landscape Plan and compared with Crime Prevention Through Environmental Design (CPTED) standards.
- Signage identifying the pedestrian connection through the buildings from Church Street through to Bond Street should be identified on the Site Plan and Landscape Plan for all entrances and exits.
- Identify an emergency/help station location in the laneway on the Site Plan and Landscape Plan.
- Ensure all the hydro and gas meters are identified and labelled on the Site Plan and Landscape Plan and ensure that they are suitably screened.

### **Agency Circulation**

The application was circulated to all appropriate agencies and City divisions. Responses received have been used for refining the Site Plan and determining the Site Plan conditions of approval as listed in Attachment 4.

### **COMMENTS AND PLANNING RATIONALE**

This section provides analyses of the design details of the development proposal with particular regard to improving the public realm and mitigating impact on adjacent and nearby properties.

The proposed density, height, massing, shadow impact, wind conditions, and heritage considerations with respect to St. George's Greek Orthodox Church were analyzed through the rezoning approval process and are discussed in the rezoning Final Report and Supplementary Report, dated August 20, 2015, and September 28, 2015, respectively.

The analysis informed the design standards provided in the site-specific zoning bylaws (nos. 1042-2015 and 1043-2015) that are now in full force and effect.

### **Streetscape and Public Realm**

The sidewalk along Church Street will have a width of 5.9 metres, which will include landscaping, street furniture, bicycle parking, and a pedestrian clearway. The inner half of the sidewalk, 3.0 metres, is located on the subject property and will have weather protection in the form of an overhang of the proposed building. Upgraded landscape elements such as pavers and pedestrian lighting will be provided along Church Street. Ryerson has agreed to enter into a sidewalk easement with the City to guarantee pedestrian use of the privately owned sidewalk area and to maintain any non-standard landscaping elements on the City-owned right-of-way.

Four street trees along Church Street will be provided in raised planters that have integrated seating on both ends of the planters (see Attachment 2). All four trees will be Chanticleer Ornamental Pear, described as a tall and narrow accent tree with dense coverage that provides moderate shade. Trees with a larger canopy are not feasible in this location considering the limited horizontal distance, approximately 1.6 metres, between the tree trunk and the facade of the building at and above the third floor. While it is generally preferable to have street trees planted in-ground at grade, the presence of a Bell Canada conduit below the sidewalk at shallow depth prevents in-ground planting. City staff explored the possibility of repositioning the Bell Canada conduit to accommodate in-ground planting but the cost was deemed to be prohibitive to Ryerson University and the City. Bell Canada has a qualified statutory right to have its services under public rights-of-way as per the federal *Telecommunications Act (S.C. 1993, c.38)* and does not require an easement for its services.

The proposed improvements to the public north-south laneway and the creation of a mid-block connection from Church Street to Bond Street help make the area safer and more attractive for pedestrians and improve the network of pedestrian routes within the campus in accordance with Official Plan policies. The applicant has agreed to secure the streetscape and laneway improvements as well as the mid-block pedestrian connection through the building at 111 Bond Street in an agreement with the City under Section 37 of the Planning Act.

### **Toronto Green Standard**

On October 27, 2009, City Council adopted the two-tiered Toronto Green Standard (TGS). The TGS is a set of performance measures for green development. Tier 1 is required for new development. Tier 2 is a voluntary, higher level of performance with financial incentives. Achieving the Toronto Green Standard will improve air and water quality, reduce green house gas emissions and enhance the natural environment.

The proposed development complies with Tier 1 of the TGS. TGS performance measures not secured through the Zoning By-law Amendment process will be secured through the Site Plan Approval process via the approved plans and a Site Plan Agreement.

Key TGS performance measures include minimum bicycle parking rates, shower and change facilities available to cyclists, pedestrian routes and areas that are safe, accessible and weather protected, minimum 60% green roof coverage, energy efficiency measures including LED lighting, natural lighting, natural ventilation, an "active chilled beam" system for heating, ventilation and air conditioning (HVAC), stormwater retention measures, stormwater quality control, bird-friendly window glazing, and a tri-sorting system for waste and recycling.

## **CONCLUSION**

City staff are supportive of the proposed Site Plan Control Application, finding it in accordance with the Council-approved rezoning and suitable for the site. Planning staff recommend conditional approval of the proposed Site Plan Control application, subject to the conditions provided in Attachment 4.

## **CONTACT**

Thomas Rees, Planner  
Tel. No. 416-392-1791  
Fax No. 416-392-1330  
E-mail: trees2@toronto.ca

## **SIGNATURE**

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Gregg Lintern, MCIP, RPP  
Director, Community Planning  
Toronto and East York District

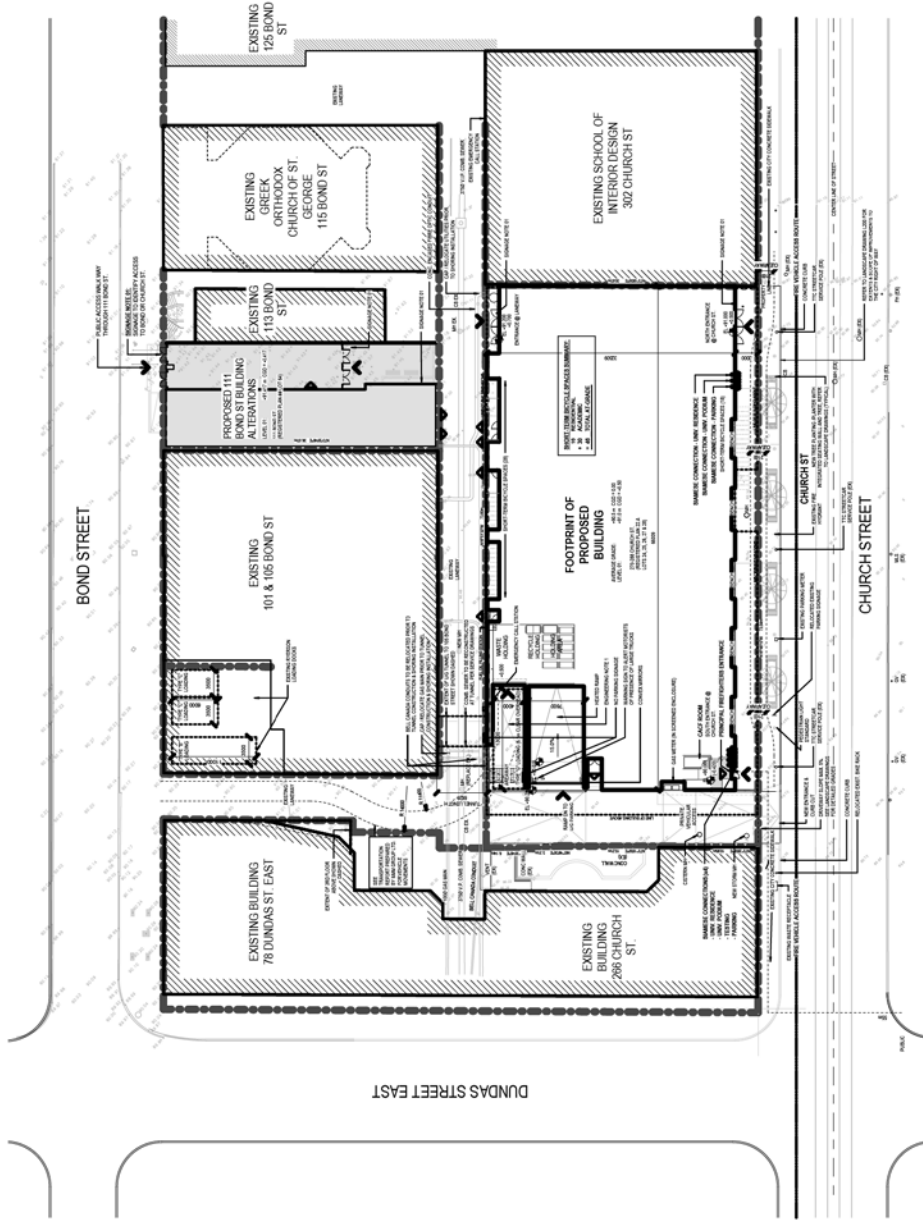
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## **ATTACHMENTS**

Attachment 1: Site Plan  
Attachment 2: Landscape Plan  
Attachment 3: Elevations  
Attachment 4: Conditions of Site Plan Approval  
Attachment 5: Application Data Sheet



# Attachment 1: Site Plan



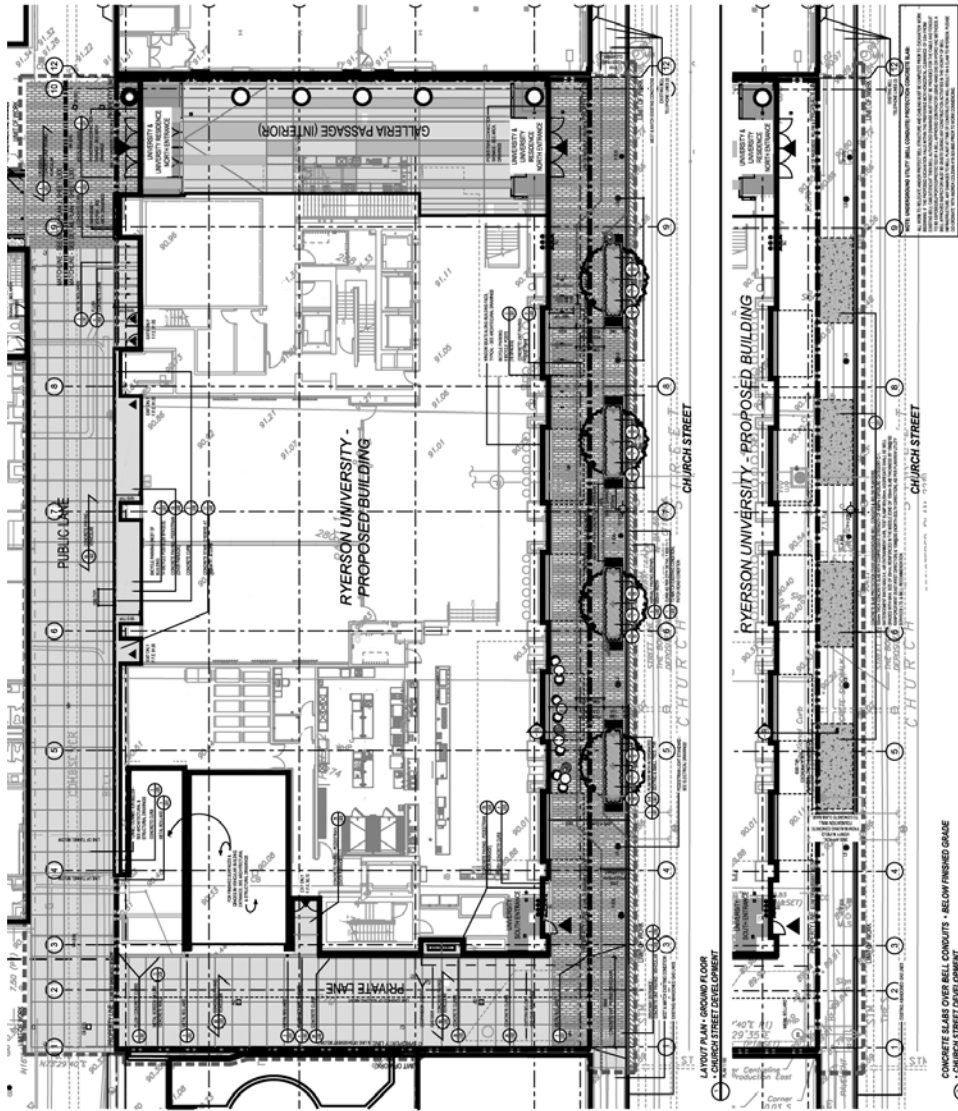
**Site Plan**  
**Applicant's Submitted Drawing**  
 Not to Scale  
 01/25/2016

270-288 Church Street and 101-105 & 111 Bond Street



File # 14\_251448 STE 27 SA

Attachment 2: Landscape Plan



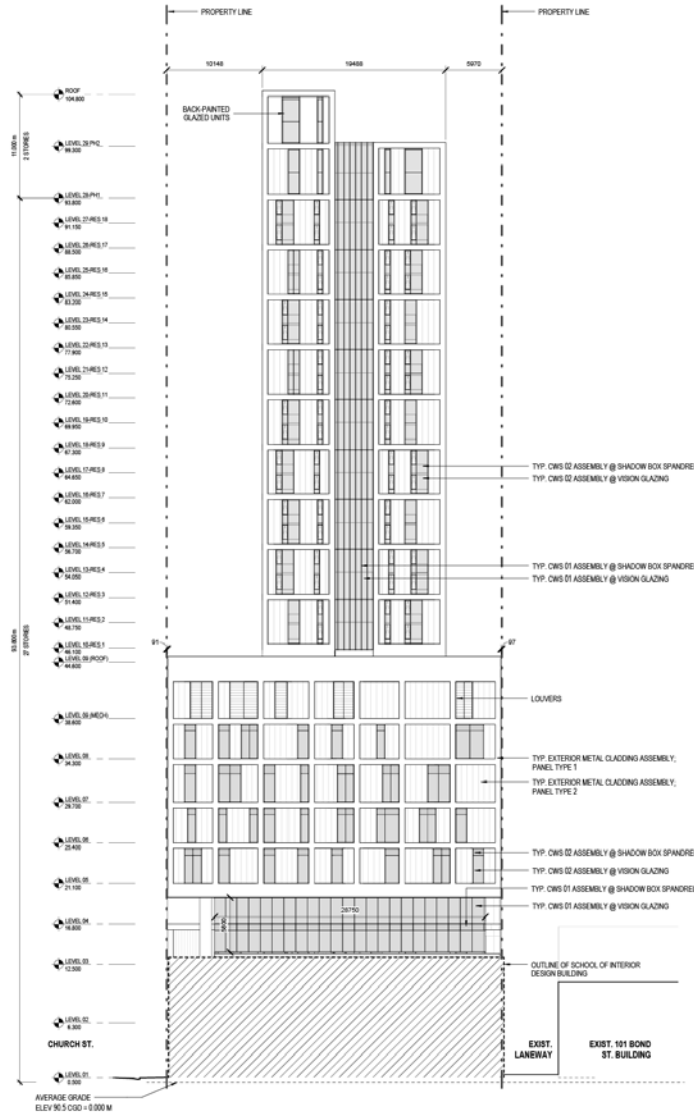
Landscape Plan 270-288 Church Street and 101-105 & 111 Bond Street

Applicant's Submitted Drawing

Not to Scale  
01/25/2016

File # 14\_251448 STE 27 SA

# Attachment 3a: North Elevation



North Elevation

## Elevations

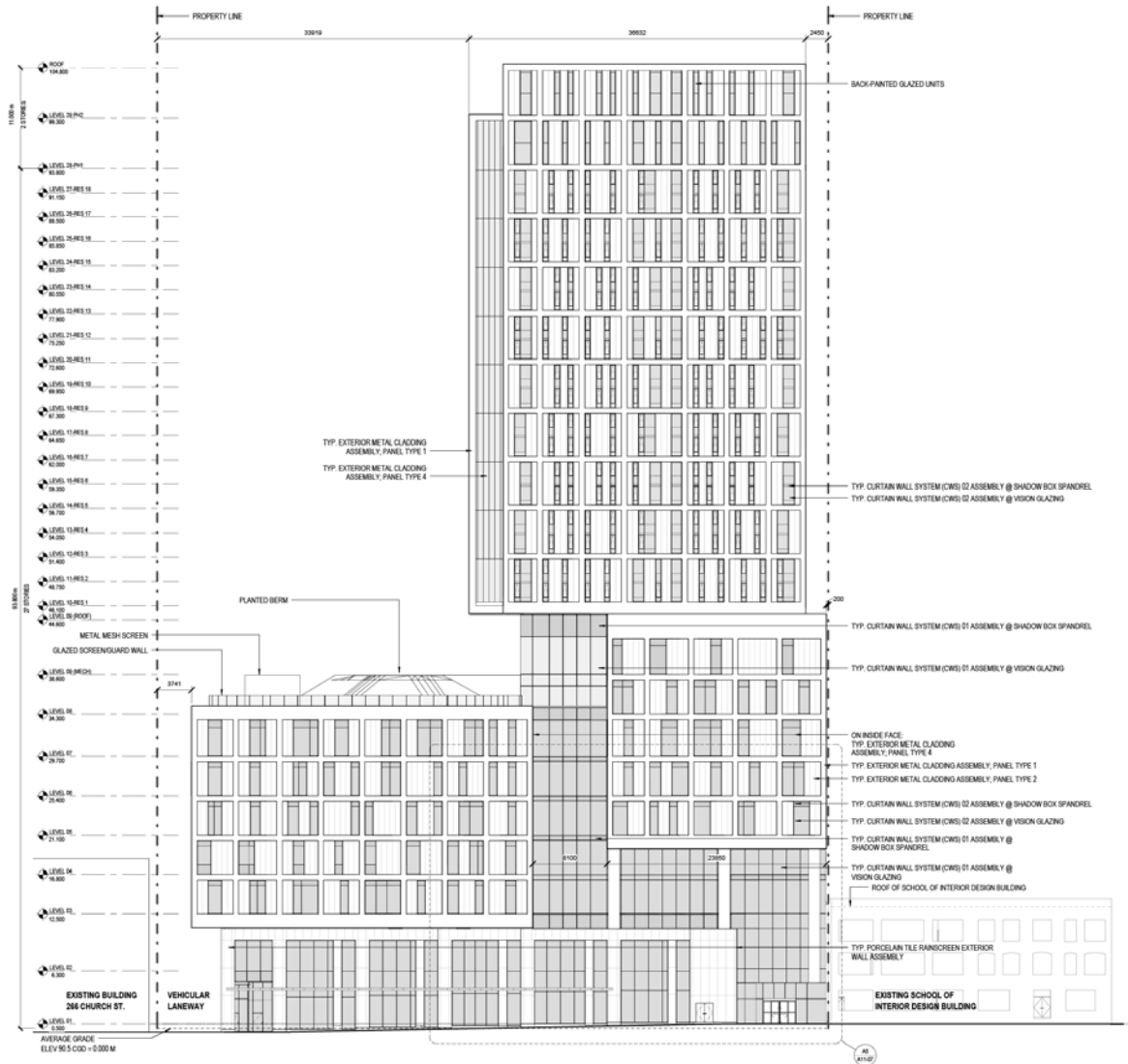
## 270-288 Church Street and 101-105 & 111 Bond Street

Applicant's Submitted Drawing

Not to Scale  
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File # 14 251448 STE 27 SA

## Attachment 3b: East Elevation



East Elevation

### Elevations

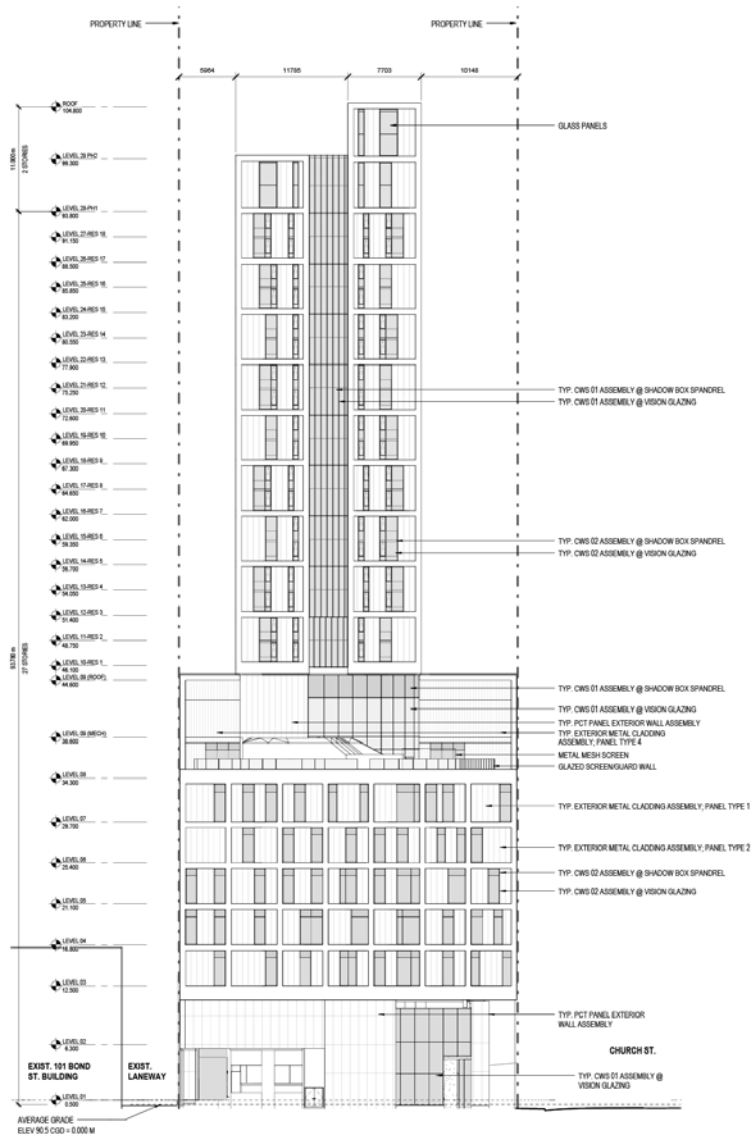
### 270-288 Church Street and 101-105 & 111 Bond Street

Applicant's Submitted Drawing

Not to Scale  
01/25/2016

File # 14 251448 STE 27 SA

# Attachment 3c: South Elevation



South Elevation

## Elevations

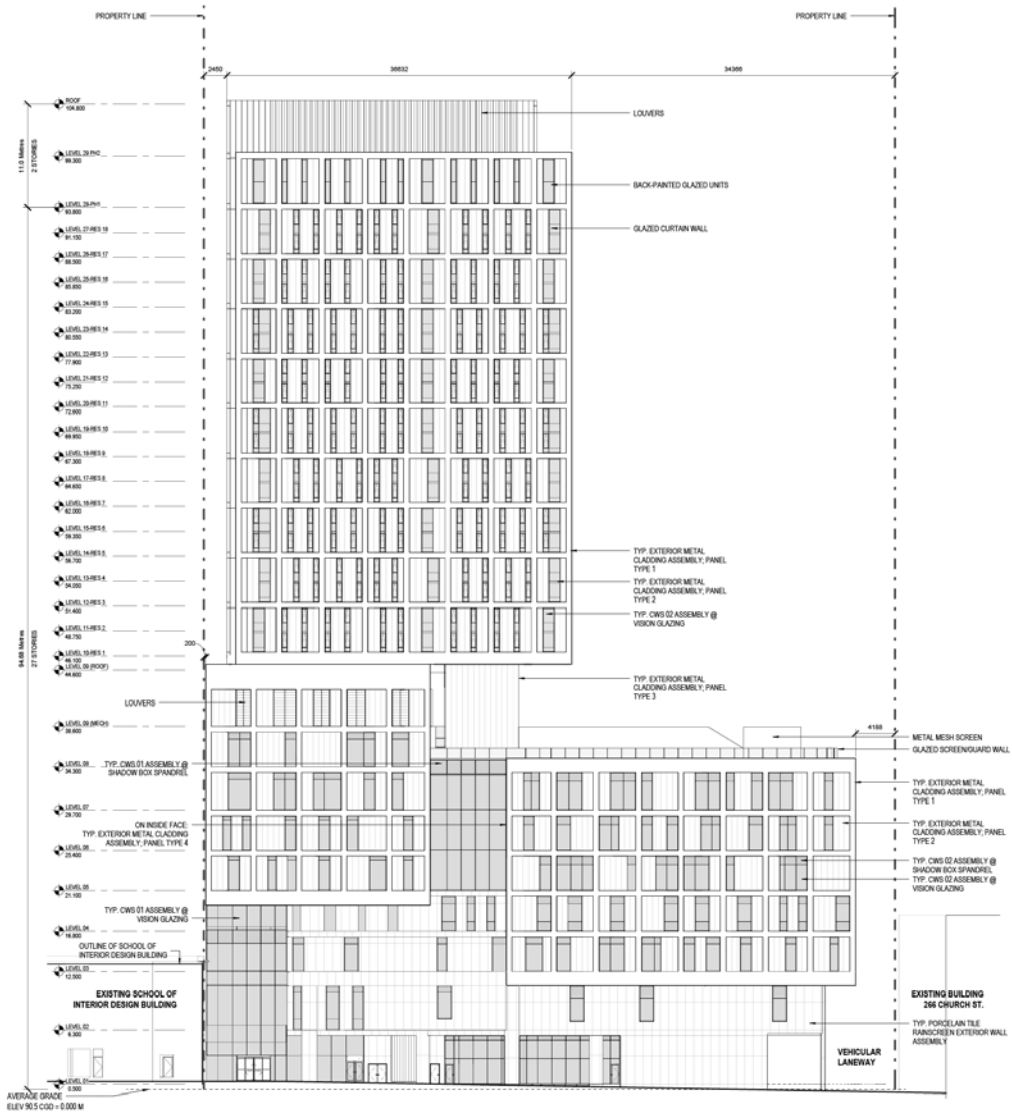
## 270-288 Church Street and 101-105 & 111 Bond Street

Applicant's Submitted Drawing

Not to Scale  
01/25/2016

File # 14 251448 STE 27 SA

# Attachment 3d: West Elevation



West Elevation

## Elevations

## 270-288 Church Street and 101-105 & 111 Bond Street

Applicant's Submitted Drawing

Not to Scale  
01/25/2016

File # 14 251448 STE 27 SA

## Attachment 4: Conditions of Site Plan Approval

### List of Approved Drawings

<b>Drawing Number</b>	<b>Drawing Name</b>	<b>Prepared By</b>	<b>Last Revision Date</b>
A01-01	Context Site Plan & Renderings	Perkins + Will	October 1, 2015
A01-02	Site Plan	Perkins + Will	January 6, 2016
A01-04	111 Bond Demolition Plans	Perkins + Will	October 1, 2015
A01-05	111 Bond Proposed Plans	Perkins + Will	October 1, 2015
A03-01	Lower Level L4	Perkins + Will	March 4, 2016
A03-02	Lower Level L3	Perkins + Will	January 6, 2016
A03-03	Lower Level L2	Perkins + Will	January 6, 2016
A03-04	Lower Level L1	Perkins + Will	January 6, 2016
A03-05	Level 01 Floor Plan	Perkins + Will	January 6, 2016
A03-07	Level 03 Floor Plan	Perkins + Will	October 1, 2015
A03-12	Level 08 Floor Plan	Perkins + Will	October 1, 2015
A03-14	Level 10 Floor Plan	Perkins + Will	October 1, 2015
A03-15	Level 11, 12, 14, 16, 18, 20 22, 24, 26 Floor Plan	Perkins + Will	October 1, 2015
A03-20	Overall Roof Plan	Perkins + Will	October 1, 2015
A11-01	North & East Elevations	Perkins + Will	October 1, 2015
A11-02	South & West Elevations	Perkins + Will	October 1, 2015
A11-07	Enlarged Partial East Elevation	Perkins + Will	October 1, 2015
A11-10	Overall Building Sections North-South	Perkins + Will	October 1, 2015
A11-11	Overall Building Sections East-West	Perkins + Will	October 1, 2015
A11-31	Exterior Wall Sections – Tunnel	Perkins + Will	January 6, 2016
L001	Contextual Plan – Student Pedestrian Corridor – Ground Level	DTAH	October 1, 2015
L200	Layout & Planting Plans – Ground Level	DTAH	January 6, 2016
L201	Layout & Planting Plans – Roof Levels	DTAH	October 1, 2015
L300	Landscape Grading Plans – Ground Level	DTAH	January 6, 2016
L500	Landscape Details – Ground Level	DTAH	January 6, 2016
L501	Landscape Details – Ground Level	DTAH	January 6, 2016
L502	Landscape Details – Roof Levels	DTAH	October 1, 2015
SG1	Site Grading Plan	WSP / MMM Group	March 10, 2016
SS1	Site Servicing Plan	WSP / MMM Group	March 10, 2016
SS2	Site Servicing Plan Pedestrian Tunnel	WSP / MMM Group	March 10, 2016
SEC	Site Servicing Cross Sections	WSP / MMM Group	March 10, 2016

<b>Drawing Number</b>	<b>Drawing Name</b>	<b>Prepared By</b>	<b>Last Revision Date</b>
S250	Tunnel Plans and Sections	WSP	January 6, 2016
ER1	Erosion and Sedimentation Control Plan	MMM Group	October 2, 2015
E01.01	Lighting Site Plan	Crossey Engineering Ltd.	January 15, 2016
E01.02	Lighting Photometry Site Plan	Crossey Engineering Ltd.	January 15, 2016
E01.02.a	Lighting Schedule and Cutsheets	Crossey Engineering Ltd.	January 15, 2016
E01.02.b	Lighting Schedule and Cutsheets	Crossey Engineering Ltd.	January 15, 2016
E01.02.c	Lighting Schedule and Cutsheets	Crossey Engineering Ltd.	January 15, 2016
E01.02.d	Lighting Schedule and Cutsheets	Crossey Engineering Ltd.	January 15, 2016

## **A. PRE-APPROVAL CONDITIONS**

### **LEGAL SERVICES – Stephanie Morrow, 416-397-5379**

1. Enter into the City’s standard site plan agreement to and including registration of the site plan agreement on title to the subject lands by the City at the owner’s expense.

### **DEVELOPMENT ENGINEERING – Howard Tran, 416-338-5547**

2. Easements Conveyed to the City of Toronto
  - 2.1 The Owner is required to convey public pedestrian easements in perpetuity, as may be required in consultation with City Legal and City Planning, to secure the 2.1 metre wide pedestrian clearway along Church Street building frontage.
  - 2.2 Submit, for review, a Draft Strata Reference Plan of Survey prior to it being deposited into the Land Registry Office, and that such plan be in metric units and integrated with the Ontario Co-ordinate System and delineate thereon by separate Parts, the lands to be subject to the pedestrian easement required under Condition No. B(1.1), easements of support rights and the remainder of the site.
3. Underground Tunnel Connection
  - 3.1 The Owner shall make satisfactory arrangements, including entering into a Municipal Infrastructure Agreement (MIA), with Engineering & Construction Services to replace the existing 375mm combined sewer and downstream maintenance hole with twin (2x) 300mm combined sewers and two (2) new maintenance holes located within the public laneway at the rear of the proposed development and for all works on the City's Public Laneway adjacent to the development including curb and pavement modifications, the replacement of road catch basins and traffic signal/signage modifications and/or re-location, and revised pavement



markings, as proposed on the approved site servicing plan and plan & profile plan, prepared by MMM Group Limited. The Owner shall provide financial security, submit engineering and inspection fees, and provide insurance, as required, for the above mentioned works.

- 3.2 The Owner shall submit an application to Transportation Services, Right-of-Way Management Section, Toronto & East York District, to enter into and obtain approval from the General Manager of Transportation Services for a Tunnel Agreement in respect of the proposed underground tunnel connection beneath the abutting public laneway.
4. Based on the results of the ground water and foundation drain analysis, the Owner acknowledges and agrees to enter into a significant duration sanitary discharge agreement for discharging to the sanitary sewer in accordance with Toronto Municipal Code 681-6, by-law no. 868-2010 if required by the General Manager of Toronto Water. The discharge must not exceed the quality limits set out under Table 1 - Limits for Sanitary and Combined Sewers Discharge, including conditions for payment for water pollution control treatment purposes for these discharges as per Municipal Code Chapter 441.

**CITY PLANNING (including Urban Design, Transportation Planning, Heritage Preservation Services) – Thomas Rees, 416-392-1791**

5. Submit financial security in the amount of \$160,000.00 to the Director, Community Planning, Toronto and East York District, in the form of a Letter of Credit or certified cheque to guarantee the provision of landscape development works as detailed on the approved Landscape Plan.
6. Provide a letter from the professional engineer confirming that the Vibration monitoring program prepared by Aercoustics Engineering Ltd., dated November 6, 2015, has been implemented.

**URBAN FORESTRY – Gary R. LeBlanc, 416-392-0494**

7. Prior to the issuance of a Landscape Permit (by Transportation Services, Right of Way Management), the Owner shall provide a tree planting security deposit in the form of an irrevocable Letter of Credit or certified cheque or money order/bank draft payable to the "Treasurer, City of Toronto", or by Visa, MasterCard, American Express or debit, in the amount of \$2,332.00 (\$583.00 per tree subject to change) for new tree planting within the City road allowance. The deposit will be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are planted and kept in a healthy and vigorous state during the two-year guarantee period. The tree planting security deposit must be submitted to the attention of the Supervisor of Urban Forestry, Tree Protection and Plan Review. Payment must be made in person at the Urban Forestry office

located at 50 Booth Avenue, 2<sup>nd</sup> Floor. The front reception desk hours are 8:30 a.m. to 3:00 p.m., Monday to Friday.

8. The Owner shall conduct an investigation of underground utilities prior to proposing new tree planting within the City road allowance. If planting is not possible due to a utility conflict, a utility locate information sheet from the respective utility company must be provided to the Supervisor of Urban Forestry, Tree Protection and Plan Review.

## **B. POST APPROVAL CONDITIONS**

In addition to the above pre-approval conditions, the following post approval conditions are to be fulfilled by the owner following site plan approval and will be incorporated into a site plan agreement:

The proposed development shall be carried out and maintained in accordance with the plans and drawings referred to herein, to the satisfaction of the City of Toronto.

## **DEVELOPMENT ENGINEERING**

1. Facilities to Provide Access to and from the Land
  - 1.1. Remove all existing accesses, curb cuts, traffic control sign(s) that are no longer required and reinstate the curb, gutter and boulevard within the City's right-of-way, in accordance with City standards and to the satisfaction of the Executive Director, Engineering & Construction Services.
  - 1.2. Provide and maintain a fully trained building maintenance person to assist large vehicle operators with any manoeuvres that are required to/from the proposed Type G loading space, by controlling cycling, pedestrian and vehicular traffic in the area.
2. Off-street Vehicular Loading and Parking Facilities and Access/Driveways
  - 2.1. Provide and maintain convex mirrors at the bottom of the parking garage ramp and at all right-angled turns within the underground parking garage and position them in such a manner as to give all motorists clear views of oncoming traffic.
  - 2.2. Provide and maintain a heating system to prevent ice and snow build-up on any portion of the access ramp with a slope of 10.0(%) percent or greater that is exposed to the elements.

- 2.3. Provide and maintain acceptable warning signs at the top of the underground parking garage to alert motorists of the presence of large trucks.
  - 2.4. Provide and maintain a heating system for all portions of the access ramp to the parking garage that have a slope exceeding 10 percent and are exposed to the elements.
  - 2.5. Provide and maintain “No Parking” signs adjacent to the proposed Type G loading space.
3. Facilities for the Storage of Garbage and Other Waste Material
    - 3.1. Construct any Type G loading space and all driveways and passageways providing access thereto to the requirements of the Ontario Building Code, including allowance for City of Toronto bulk lift and rear bin loading with impact factors where they are to be built as supported structures.
    - 3.2. Provide and maintain on-site service corridor connections between the Type G loading space and the residential moving, garbage and recyclable storage rooms and each retail store established.
    - 3.3. Acknowledge and agree that this institutional development is ineligible for City of Toronto waste collection services. The Owner must arrange for the private collection of all garbage and recyclables generated by this development. Garbage and other waste materials are not to be placed on public property. Proper loading/storage facilities located on private property are required and must meet all applicable by-laws and legislation including Chapter 841 of the Municipal Code.
    - 3.4. Acknowledge and agree that refuse and recyclable materials generated by this building must be stored on private property in rodent proof containers and must be collected from within private property by a private refuse collection firm, all in accordance with Chapter 841 of the Municipal Code, "Waste Collection, Commercial Properties".
    - 3.5. Acknowledge and agree that the public right-of-way must not be used for the storage of refuse, transfer or collection of such materials generated by the development.
  4. Easements conveyed to City of Toronto
    - 4.1. With respect to the pedestrian clearway (easement) lands located within the private property limits as identified in Condition in B(1.1) above, the Owner agrees to:

- (a) Provide and maintain a differential pavement treatment over the portion of the pedestrian clearway on private property so that City maintenance crews can readily distinguish between the privately maintained pedestrian clearway lands and the publicly maintained lands when reconstructing and/or repairing the City sidewalk.
- (b) Indemnify the City from and against all actions, suits, claims, or demands and from all loss, costs, damages, charges, and expenses that may result from pedestrian clearway lands within the private property limits, including the construction of the garage/portions of the building beneath the pedestrian clearway lands.
- (c) Ensure that the Lands are paved with materials suitable for pedestrian use and at elevations compatible with the adjoining sidewalk.
- (d) Ensure that the Lands are open and accessible to the general public 24 hours a day, seven days a week such that the public has the right to use the lands as a Public Walkway.
- (e) Ensure that these Lands, are kept reasonably clear of rubbish, run-off, water, snow, ice and obstructions on all hard surfaces.
- (f) Ensure that the Lands are constructed in a manner acceptable to the Executive Director, Engineering & Construction Services, and maintained in accordance with the City of Toronto's standard for public sidewalks and/or to such standard as is reasonably required by the Executive Director, Engineering & Construction Services.

## 5. Stormwater Management, Grading and Site Servicing

- 5.1. Construct and maintain stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report and Grading Plan.
- 5.2. Construct and maintain site servicing as indicated on the accepted Site Servicing Drawing.
- 5.3. Provide certification to the Executive Director, Engineering & Construction Services from the Professional Engineer who designed and supervised the construction confirming that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading Plans.

- 5.4. Provide certification to the Executive Director, Engineering & Construction Services from the Professional Engineer who designed and supervised the construction, confirming that the site servicing facilities have been constructed in accordance with the accepted drawings.
6. Underground Tunnel Connection
    - 6.1. The Owner shall retain a qualified and experienced structural engineer to undertake the following responsibilities respecting the design and construction of those portions of the Underground Tunnel Connection to be located below any part of the public right-of-way:
      - (a) To maintain records of all phases of the construction of the Underground Tunnel Connection and upon completion advise the Executive Director, Engineering & Construction Services, of all construction changes and final measurements thereof and to prepare and submit final “as-constructed” Design Drawings of the Underground Tunnel Connection in the form required by the Executive Director, Engineering & Construction Services.
      - (b) Following the construction of the Underground Tunnel Connection, to furnish the Executive Director, Engineering & Construction Services, with a certificate stating that the work has been completed in accordance with the Design Drawings and that, in the opinion of the Underground Tunnel Connection Consultant, the Underground Tunnel Connection will support the city road including its construction and maintenance during the life expectancy of the public lane and Underground Tunnel Connection.
    - 6.2. The Owner shall, at its expense and in the same manner and to the same extent as a prudent owner, maintain and operate all structures and building elements within and related to the Underground Tunnel Connection and keep the same in good and substantial repair in a manner and quality consistent with a first-class downtown residential Underground Tunnel Connection and in the event of damage to or destruction of the Underground Tunnel Connection, repair or reconstruct the Underground Tunnel Connection to provide waterproofing an full and proper support of the public right-of-way as required by the terms of this Agreement.
    - 6.3. Prior to the commencement of repair, maintenance, restoration or reconstruction of integral or structural elements of the Underground Tunnel Connection located under any part of the City road, the Owner shall submit the plans and drawings for the proposed work to the Executive Director, Engineering & Construction Services for approval

and shall make all revisions thereto as may be required by such Director, acting reasonably.

- 6.4. The Owner shall repair, maintain, restore or reconstruct any such integral or structural elements, or any elements affecting such integral or structural elements, of the Underground Tunnel Connection in accordance with the plans and drawings approved by the Executive Director, Engineering & Construction Services.
- 6.5. Ensure that maintenance, repair, restoration and reconstruction of the Underground Tunnel Connection is in accordance with the Canadian Highway Bridge Design Code (CAN / CSA S6-00) for highway loading purposes, as amended, superseded or replaced from time to time and shall have same certified by a Professional Engineer.
- 6.6. Restore, at the Owner's cost, the City road after any repair, maintenance, restoration or reconstruction of the Underground Tunnel Connection to the satisfaction of the Executive Director, Engineering & Construction Services.
- 6.7. Acknowledge and agree to permit the City to enter the Underground Tunnel Connection to inspect the state of repair and maintenance upon giving the Owner reasonable notice in writing. In the event that the Owner fails to repair or maintain the Underground Tunnel Connection so as to properly provide the rights of support for the public lane located above the Underground Tunnel Connection or to properly restore the public lane, as required by this Agreement, and, in the event the City has provided the Owner with not less than thirty (30) days prior notice in writing, setting out the failure or defect and the Owner has not commenced and diligently continued to remedy such failure or defect, then the City may enter the Underground Tunnel Connection and any adjacent land necessary for access to the Underground Tunnel Connection and do such repair or maintenance work as is necessary to provide the required support and the City may restore the public lane all at the cost of the Owner. The Owner acknowledges that this Section imposes no obligation upon the City to do any such work and neither does this Section in any way release the Owner from any of its obligations under this Agreement or under any easement of support granted to the City nor does it diminish the responsibility of the Owner in respect hereof and that notwithstanding the City's rights under this Section, the City, its officials, employees, agents and those under its direction are under no obligation whatsoever to inspect the Underground Tunnel Connection nor to make any determination as to the proper construction of or necessary repairs and maintenance to the Underground Tunnel Connection including without limitation the ability of the

Underground Tunnel Connection to provide the support required for the public lane.

- 6.8. In the event of an emergency situation where the life or safety of the public is endangered or the public right-of-way is in imminent danger of collapse or damage, the City, without having given notice to the Owner, shall be entitled to enter the Underground Tunnel Connection and perform such emergency work as is necessary to deal with the emergency situation at the cost of the Owner. The Owner acknowledges that this Section imposes no obligation or duty on the City. In addition, in the event of an emergency, the Executive Director, Engineering & Construction Services, may direct the Owner to commence maintenance and repair work notwithstanding that the plans and drawings submission requirements of this Section have not been satisfied.
- 6.9. Insure and keep insured the Underground Tunnel Connection for its full replacement cost without deduction for depreciation and against loss or damage under an “all risks” insurance policy, acceptable as to form, limits and conditions to the City.
- 6.10. Take out and thereafter maintain, at its expense, commercial general liability insurance acceptable as to form, limits and conditions to the City for a limit of not less than Five Million dollars (\$5,000,000.00) per occurrence (such limit to be increased from time to time to reflect an amount which would be maintained by a prudent owner as determined by the City) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the public right-of-way in connection with the maintenance, repair, reconstruction or operation of the Underground Tunnel Connection including but not limited to any damages arising from the failure of the Underground Tunnel Connection to provide the support of the public lane as required by this Agreement.
- 6.11. Ensure that such liability insurance policy noted above shall include the City as an additional insured. Such “all risks” property insurance policy shall contain, as applicable, a waiver of any subrogation rights which the Owner’s insurer may have against the City. Such liability insurance policy shall contain a cross-liability and severability of interest clause and include contractual liability coverage. Such liability insurance policy shall provide that any breach of a condition of the policy by any insured shall not affect the protection given by the policy to any other insured. Such liability insurance policy shall contain a clause providing that the insurer will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Owner shall supply the City with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the

General Manager, Transportation Services, within thirty (30) days of issuance and evidence of continuance shall be remitted to the City at least thirty (30) days prior to the expiration of any insurance policy.

- 6.12. If at any time the City determines that the required insurance has not been taken out or if the City receives notice from the insurer that it has cancelled or refused to renew the said insurance, or that it intends to do so, or if the City otherwise determines that the said insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the City may, on written notice to the Owner, at the sole cost and expense of the Owner, obtain new insurance or add the necessary insurance coverage to the City's blanket insurance. The Owner shall forthwith upon receipt of written notice thereof from the City arrange for new insurance pursuant to this subsection and shall reimburse the City for the cost of any insurance arranged by the City and payable as noted above. Such insurance shall be cancelled by the City upon receipt of both a certificate of insurance as herein above required together with payment of any cost incurred by the City.
- 6.13. Remise, release, and forever discharge the City from all manner of actions, causes of action, suits, proceedings, claims and demands whatsoever which the Owner or its successors or assigns shall or may have against the City by reason of any damage to the Underground Tunnel Connection including any waterproofing thereto, arising in any way from the normal course of operation, maintenance or existence of a public highway on the lane.
- 6.14. In addition to any other indemnification requirements of this Agreement, the Owner, in respect of any Underground Tunnel Connection constructed by the Owner beneath a public lane, for itself as well as for its successors and assigns, hereby agrees that it will, from time to time and at all times, hereafter save, keep harmless, and fully indemnify the City, its elected officials, officers, employees and agents, and its successors and assigns, from and against all causes of action, suits, proceedings, claims and demands whatsoever which may be brought against or made upon the City, its elected officials, officers, employees and agents, and against all loss, liability, judgments, costs, charges, demands, damages or expenses which the City, its elected officials, officers, employees and agents, may sustain, suffer or be put to resulting from or arising out of:
  - (a) The exercise of rights in the nature of the easements that may be reserved by the Owner to effect the maintenance, repair or replacement of the Underground Tunnel Connection.



- (b) Any construction, maintenance, repair or replacement by the Owner of the Underground Tunnel Connection.
- (c) The failure of the Owner to design, construct and maintain that part of the Underground Tunnel Connection under the city road in the form approved by the Executive Director, Engineering & Construction Services.
- (d) The failure of the Owner to provide support in the city road as contemplated in this Agreement.

6.15. As per CHBDC, S6 requirements, the Owner shall inspect the Underground Tunnel Connection under the proposed roadway every two years by a professional engineer and have the records available to the City.

## 7. Boulevard Improvements

7.1. In respect of the proposed boulevards improvements, as generally illustrated on Drawings L-200 and L-500:

- (a) The Owner shall construct and maintain non-standard streetscape elements including decorative pavers and concrete planters with small trees located within the boulevard areas of the public highways including the public lane adjoining the Land in accordance with, and as shown on the Plans and Drawings, to the satisfaction of the General Manager of Transportation Services (the “Boulevard Improvements”). The Owner’s boulevard maintenance obligations do not include municipal concrete sidewalk(s), curbing, trees after all applicable maintenance periods have expired and the City is satisfied with the tree planting, or public transit stops/transit shelters within the adjoining public highway.
- (b) The Owner agrees that it will, at its expense, maintain the Boulevard Improvements in a state of good repair, free of graffiti, posters, litter, snow and ice, and that vegetation will be maintained in a healthy and vigorous state of growth all to the satisfaction of the General Manager of Transportation Services. The Owner shall not make any additions or modifications to the Boulevard Improvements beyond what is allowed pursuant to the terms of this Agreement. The Owner further acknowledges that should it neglect to maintain the Boulevard Improvements, then the City may perform the required work pursuant to the Toronto Municipal Code Chapter 743, Article VIII and the City may recover its costs in a like manner as municipal taxes.

- (c) The Owner agrees that if the City should at any time undertake any widening or other alteration to the adjoining public highway(s) necessitating the removal of any Boulevard Improvements, the City shall not be liable to pay any compensation whatsoever for such removal, nor shall it restore any Boulevard Improvements that it removes. The Boulevard Improvements permitted by this Agreement shall be removed by the Owner, at its expense, within 14 days of receiving written notice from the General Manager of Transportation Services or his/her designate. In default of the removal not occurring as requested, the City may carry out the removal, at the Owner's expense, and may recover its costs in a like manner as municipal taxes.
- (d) The Owner acknowledges that there may exist municipal and/or utility services within, upon or under the boulevard, and acknowledges that the City or the utility responsible for such service(s) may need to undertake repairs or carry out maintenance on such service(s) or to replace such service(s) or to install new service(s). The Owner agrees that the City or utility shall have the right to remove the Boulevard Improvements for the purpose of carrying out such installation, replacement, repair or maintenance. Prior to removing the Boulevard Improvements, the City shall give the Owner 48 hours notice of its intention to remove the Boulevard Improvements for maintenance purposes, except in the case of emergency, in which case no notice shall be required. On completing the installation, replacement, repairs or maintenance, the Owner, at its sole expense, shall proceed immediately to restore the Boulevard Improvements to the condition it was in prior to the commencement of such installation, replacement, repairs or maintenance. Under no circumstances shall the City be required to so restore the lands or to compensate the Owner for the cost of doing so.
- (e) The Owner agrees to defend, save and keep harmless and fully indemnify the City, its officers, employees, agents and other representatives, from and against all actions, claims, suits or damages whatsoever that may be brought or made against the City in respect of the Owner's use of the boulevard area of the adjoining public highways for Boulevard Improvements.
- (f) The Owner releases, waives and forever discharges the City and its agents, officials, servants, contractors, representatives, elected and appointed officials, successors and assigns and any other agencies, corporations, boards, commissions or related in law or equity, in respect of death, injury, loss or damage to the person or any property of the Owner however caused, and all damages, costs, expenses losses and charges whatsoever arising or to arise by reason of the

permission granted pursuant to this Agreement, including consequential damages (collectively, “Claims”) Without limiting the generality of the foregoing, no Claims shall be made against the Released Parties by the Owner for damage occurring to the Boulevard Improvements as a result of the City’s snow removal operations.

- (g) The Owner must, with respect to the Boulevard Improvements, obtain and maintain third party bodily injury and property damage insurance in the amount of \$5,000,000.00 or such other coverage as the General Manager of Transportation Services may require, naming the City of Toronto as an additional insured party under the policy, to the satisfaction the General Manager of Transportation Services. Such insurance shall be kept in good standing;

- 8. Acknowledge and agree that failure to comply with the groundwater discharge agreement/permit and its requirements to monitor the quality and quantity of groundwater discharge to a City sewer will result in the permit noted to be suspended. The Owner shall, within 15 days from the issuance of suspension notice, provide an appropriate system to improve the quality of foundation discharge to meet the By-Law requirements. The Owner, thereafter, is to apply for a renewal of the foundation drainage permit.
- 9. Monitor the quality and quantity of discharge from foundation drains resulting from the groundwater by installing a flow meter, approved and accessible to the City and provide the test results of the quality of this discharge with a certification from a consultant that the quality complies with Toronto Municipal Code Chapter 681 Table 1 - Limits for Sanitary and Combined Sewers Discharge on a bi-yearly basis to the Environmental Monitoring and Protection, Toronto Water. The quantity of water discharging from foundation drains must not exceed a volume to be determined, not exceeding a maximum volume per day to be determined pursuant to the Sanitary Discharge Agreement dated (to be determined) and any subsequent agreement(s). Groundwater discharge is not allowed during intense rain fall events (forecast more than 40mm). Failure to comply with these requirements will result in revocation of the above noted Agreement and the foundation drains will have to be disconnected. Appropriate clauses in all offers of purchase and sale must be included to advise potential purchases of the obligations.

**CITY PLANNING (including Urban Design, Transportation Planning, Heritage Preservation Services)**

- 10. In the event that deeply buried archaeological remains are encountered on the property during construction activities, the Heritage Operations Unit of the Ministry of Tourism, Culture and Sport, be notified immediately at 416-314-

7146 as well as the City of Toronto, Heritage Preservation Services unit at 416-338-1096.

11. In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Tourism, Culture and Sport, and Registrar or Deputy Registrar of Cemeteries at the Cemeteries Regulation Unit, Ministry of Government Services at 416-326-8393.
12. If any expansions to the boundaries of the subject property are proposed, further archaeological assessment work may be required.
13. Construction activities shall adhere to the Vibration Monitoring Program prepared by Aercoustics Engineering Ltd. and dated November 6, 2015.

### **URBAN FORESTRY**

14. The Owner shall have a qualified company implement the approved Landscape Plan and all approved tree preservation and maintenance strategies to the satisfaction of Urban Forestry. As well, prior to construction or grading activities, where necessary to ensure the health and vigour of trees to be preserved, tree maintenance measures must be undertaken by a certified arborist or other qualified expert and according to currently accepted sound arboricultural practices.
15. Tree planting must be completed according to the approved Landscape Plan and to the satisfaction of Urban Forestry within one year of occupancy. Any proposed revisions to the planting plan must first be approved by Urban Forestry.
16. The Owner must submit to Urban Forestry (via [tpprsouth@toronto.ca](mailto:tpprsouth@toronto.ca)) notice and documentation of the construction of the tree trenches (or soil volumes with soil cells). Notice of the timing of the construction must be submitted at least one week prior to the construction. Additionally, documentation of each step of the construction must include photographs as well as any other records of the various stages of the construction. The stages should include (as appropriate and not limited to) excavation (base preparation, installation of cells), framing, pouring of concrete, installation of soils and tree planting.
17. The site shall be developed and maintained in accordance with the approved plans and conditions of approval associated with the Site Plan, Grading Plan, Site Servicing Plan, Landscape Plan, Building Permit and Tree Permit(s)/Approvals. Any proposed revisions/alterations to the approved plans or permits that affect trees must be approved by Urban Forestry, on behalf of the General Manager of Parks, Forestry & Recreation.

18. The Owner shall provide a two-year renewable guarantee for all new tree plantings within the City road allowance and shall notify the Supervisor of Urban Forestry, Tree Protection and Plan Review in writing, of the planting date prior to planting. This date is used to establish the anniversary date of the required two-year renewable guarantee.
19. The Owner shall maintain all new tree plantings within the City road allowance in good condition. Trees will be inspected during and prior to the end of the renewable guarantee period. If the trees are in good condition at the end of the renewable guarantee period, the City will assume maintenance and ownership of the trees.
20. The Owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance or require replacement. The Owner will be responsible for rectifying the problem as determined by and to the satisfaction of the General Manager of Parks, Forestry and Recreation.
21. The Owner shall maintain all newly replanted trees within the City road allowance in good condition and shall provide an additional two-year renewable guarantee.

#### **ENERGY EFFICIENCY OFFICE**

22. Construct and maintain the development substantially in accordance with the accepted Energy Report dated December 21, 2015, and prepared by MCW Consultants Ltd. To ensure that the energy savings identified continue to be achieved, to the satisfaction of the Executive Director, Environment and Energy Division.

#### **CANADA POST**

23. As mail for this address will be delivered to a single drop point as per Canada Post's institutional policy, the developer agrees to supply and maintain a secure lock box or cabinet on the ground floor adjacent to the main entrance to facilitate the delivery of all mail at this address. This cabinet will be made accessible to Canada Post either via the Canada Post lock and key or via a drop-chute or via or such alternative arrangements that may be satisfactory to Canada Post.

#### **TORONTO TRANSIT COMMISSION**

24. The Owner agrees to include a clause in all purchase, lease and rental agreements that informs prospective purchasers/lessees/renters of the potential for noise, vibration, electro-magnetic interference and stray current due to the

proximity to the 505 Dundas streetcar, and that the Toronto Transit Commission accepts no responsibility for any such effects.

### **ADVISORY COMMENTS**

1. The owner is advised that the Green Roof By-law (By-law No. 583-2009) (Chapter 492 of the City of Toronto Municipal Code) including Article IV the Toronto Green Roof Construction Standard, may be applicable to the proposed development. For further information, please contact Garrett Dvernichuk, Toronto Building at 416-392-4239.
2. Transportation Services
  - 2.1 The public lane, as widened, which will be used to access the loading spaces of this project, will be given low priority for winter maintenance by the City, and that public lanes are salted only, not ploughed.
  - 2.2 The construction of the tunnel under the public lane is required to comply with the Ontario Highway Bridge Code.
  - 2.3 Approval for all work that will be carried out within the abutting public rights-of-way, which may include but not be limited to financial responsibility for removal or relocation of existing street furniture (transit shelters, loss of advertising revenue, benches, litter bins, bike rings, etc.), must be received from the Transportation Services Division. The City will not undertake any work associated with removing, reinstalling or relocating existing street furniture until it receives payment. If clarification is required on how the above standards will apply to this site, the Owner can contact the Right-of-Way Management Section, Toronto and East York District, Construction Activities, at 416-392-7877 or the Street Furniture Management section at 416-392-1799.
  - 2.4 Separate applications to the General Manager of Transportation Services are required for permits to carry out any works involving the construction in, or occupancy of the abutting rights-of-way.
3. Engineering & Construction Services
  - 3.1 The Owner will need to make an application to Toronto Water for the installation of any proposed services within the rights-of-way after acceptance of the stormwater management report, site servicing and grading plan. For further information, contact Matthew McAinsh, District Operation, Toronto Water at 416-395-6063.
  - 3.2 Based on the results of the groundwater and foundation drainage analysis, the Owner may be required to enter into a significant duration

sanitary discharge agreement for discharging to the sanitary sewer in accordance with Toronto Municipal Code 681-6, By-Law No. 868-2010.

3.3 The following Tier 1 Performance Measures have been met where appropriate:

- WQ 2.1 – Stormwater Balance
- WQ 2.2 – Stormwater Retention & Reuse
- WQ 3.2 – E. Coli Reduction
- WQ 3.1 – Total Suspended Solids (TSS)

4. Other

- 4.1 The site comprises several properties which shall be amalgamated for assessment and Official Record municipal numbering purposes. The Owner is required to apply for revised municipal numbering prior to filing an application for a building permit. Contact the municipal numbering Clerk (John Fligg: 416-338-5031) to obtain new municipal street numbers.
- 4.2 The Owner will need to submit to the Right of Way Management Unit, prior to the issuance of a construction permit for the proposed work within the public right-of-way, an Irrevocable Letter of Credit in the amount of \$159,100.00 to guarantee the work to be undertaken and a certified cheque in the amount of \$8,000.00 made payable to the Treasurer, City of Toronto, to cover the cost of engineering and inspection fees for the development.
- 4.3 The Owner is 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.
- 4.4 The owner shall obtain approval from Toronto Hydro Street Lighting Incorporated, THSLI, for removing and/or relocating any utility with attached municipal street lighting and for any upgrades. The owner is advised to contact THSLI (416-542-3195) or [www.torontohydro.com/streetlighting](http://www.torontohydro.com/streetlighting) for comment and cost estimates for required fieldwork.

## Attachment 5: Application Data Sheet

Application Type	Site Plan Approval	Application Number:	14 251448 STE 27 SA
Details		Application Date:	November 13, 2014
Municipal Address:	270-288 CHURCH STREET		
Location Description:	PLAN 22A PT LOTS 24 AND 25 **GRID S2712		
Project Description:	Site Plan application by Ryerson University to permit a 27-storey building (plus a two storey mechanical penthouse) with a height of 104.8 metres . The building will contain 15,052 square metres of academic, administration and retail space in the base building and an additional 10,675 square metres of space in the tower for 100 student residence units with 332 beds in total. The proposal also includes four levels of underground parking containing 155 commercial public parking spaces.		

<b>Applicant:</b>	<b>Agent:</b>	<b>Architect:</b>	<b>Owner:</b>
ALAN MORTSCH PERKINS + WILL ARCHITECT		PERKINS + WILL ARCHITECT	Ryerson University

### PLANNING CONTROLS

Official Plan Designation:	Mixed Use Areas	Site Specific Provision:	N
Zoning:	CR 4.0 (c2.0; r4.0) SS1 (x2158)	Historical Status:	N
Height Limit (m):	30, 30	Site Plan Control Area:	Y

### PROJECT INFORMATION

Site Area (sq. m):	2623.3	Height:	Storeys:	27	
Frontage (m):	73.5		Metres:	104.5	
Depth (m):	35.6				
Total Ground Floor Area (sq. m):	1754				<b>Total</b>
Total Residential GFA (sq. m):	10852		Parking Spaces:	155	
Total Non-Residential GFA (sq. m):	15512		Loading Docks	4	
Total GFA (sq. m):	26364				
Lot Coverage Ratio (%):	67				
Floor Space Index:	10				

### DWELLING UNITS

Tenure Type:	Rental, Other
Rooms:	0
Bachelor:	0
1 Bedroom:	10
2 Bedroom:	19
3 + Bedroom:	71
Total Units:	100

### FLOOR AREA BREAKDOWN (upon project completion)

		Above Grade	Below Grade
Residential GFA (sq. m):	10852		0
Retail GFA (sq. m):	0	0	0
Office GFA (sq. m):	0	0	0
Industrial GFA (sq. m):	0	0	0
Institutional/Other GFA (sq. m):	14345		1167

**CONTACT: PLANNER NAME: Thomas Rees, Planner**  
**TELEPHONE: 416-392-1791**