

## TERM SHEET

### CHILD CARE FACILITY – 19 WESTERN BATTERY ROAD

**Property:** 19 Western Battery Road

**Owner:** Liberty Residences Inc. as general partner and on behalf of Liberty Residences Limited Partnership

#### 1. General

- i) The intent of this Term Sheet is to outline the terms for the Owner of 19 Western Battery Road (the "**Property**") to design, construct, finish, equip (fixtures and appliances) and convey child care space to the City of Toronto (the "**City**") within a proposed 31 storey mixed-use tower condominium development (the "**Project**") which is the subject of Application No. A1066/17TEY submitted to the Committee of Adjustment, Toronto and East York District (the "**Variance Application**").
- ii) The Owner acknowledges and agrees that satisfaction of the obligations and commitments set out in this Term Sheet may be imposed as a condition of approval in the Variance Application relating to the variances requested, including increased height and density. In addition, the obligations and commitments may be required to be secured, among other matters, in an agreement between the Owner and the City which is registered on title to the lands pursuant to Sections 45(9.1) and 45(9.2) of the *Planning Act, R.S.O. 1990, c. P.13*, which agreement requires subsequent approval of the Council of the City of Toronto (the "**Section 45 Agreement**").

#### 2. Child Care Space and Location

- i) The Owner of the Property (the "**Owner**"), at its sole cost and expense, shall convey to the City, for nominal consideration, space within the Project which has a minimum area of 5,000 square feet (464.52 square metres) and is located on Level 1 and Level 2 generally as illustrated on the drawings attached as Schedule "A" and submitted with the Variance Application, all to the satisfaction of the Chief Planner and Executive Director, City Planning (the "**Chief Planner**"), in consultation with the Deputy City Manager, Internal Corporate Services (the "**DCM, Internal Corporate Services**") and the General Manager, Children's Services (the "**GM, Children's Services**") in accordance with this Term Sheet, and on such other terms as acceptable to the Chief Planner, in consultation with the DCM, Internal Corporate Services and the GM, Children Services and the Owner (the "**Child Care Space**").

- ii) The actual dimensions and location of the Child Care Space shall be calculated by the Owner's surveyor and/or architect and a certificate confirming same shall be binding on the Owner and the City.

### 3. **Conveyance of Child Care Space**

- i) The Child Care Space shall be conveyed to the City as a condominium unit within the Project, including all necessary rights of access, free and clear of all encumbrances, of any kind except agreed upon permitted encumbrances, if any, to the satisfaction the GM, Children Services and the DCM, Internal Corporate Services in consultation with the City Solicitor. Such permitted encumbrances shall include a typical condominium declaration, description, by-laws and rules and regulations (approved by the City as hereinafter set out) consistent with the terms and conditions of this Term Sheet, and consistent with typical condominium documentation for residential condominiums in the City of Toronto comparable to the Project. The conveyance will include all necessary rights of access, easements and use of exclusive and non-exclusive common elements, as applicable and required to operate and use the Child Care Space. The Owner shall provide a legal opinion from the Owner's solicitor, in form and substance satisfactory to the City Solicitor, confirming that the City is obtaining good and marketable title to the Child Care Space in accordance with the provisions herein.
- ii)
  - (a) The Project shall allocate a nominal amount of common expenses and/or fees in relation to the unit in which the Child Care Space is situated;
  - (b) Prior to the registration of the Project as a condominium, the Owner shall provide the draft condominium declaration, by-laws and plans, and any other condominium documents, to the DCM, Internal Corporate Services for review and acceptance in consultation with the City Solicitor, as they relate to the Child Care Space. Comments on the documentation by the DCM, Internal Corporate Services will be expected to be provided to the Owner not more than twenty (20) business days following receipt by the City; and
  - (c) The Owner will provide the latest version of the condominium disclosure statement and any future amendments thereto, in accordance with the *Condominium Act, 1998*, S.O. c.19.
- iii) Except as specified otherwise in this Term Sheet (Sections 3 iv) & 7vii)), and unless agreed otherwise between the Owner and the DCM, Internal Corporate Services, the conveyance of the Child Care Space to the City shall occur within 180 days of the registration of the Project in accordance with the *Condominium*

*Act, 1998, S.O. 1998, c.19 and in accordance with the provisions of this Term Sheet.*

- iv) In the event that the Project is constructed but not registered as a condominium, the Owner shall convey the Child Care Space as a stratified freehold fee simple interest on the same terms set out in Section 3.i) above, and as set out herein, (subject to any necessary amendments in relation to a condominium no longer being registered , but also without any expenses or fees in relation to "common areas" outside of the Child Care Space, but which may be used by the Child Care Space, and free and clear of all encumbrances, other than agreed upon permitted encumbrances) to the satisfaction of the DCM, Internal Corporate Services and the GM, Children's Services, in consultation with the City Solicitor. In addition, if the Project is not registered as a condominium, the parties shall enter into an easement and cost sharing agreement ("ECA") to facilitate the integration of the various elements of the Project and the Child Care Space as applicable and as required to operate and use the Child Care Space. Despite Section 7 iii) above, such fee simple conveyance shall occur prior to any use or occupancy of all or any part of the Project and the Owner agrees not to seek release of any financial securities held by the City in connection with the Project pending the conveyance of the Child Care Space to the City. For greater clarity, the entirety of this Section 3 iv) applies only in the event that the Project is not registered as a condominium.
- v) Prior to the conveyance of the Child Care Space the Owner shall file an Record of Site Condition (and "RSC") on the Ontario Site Registry that meets the requirements of the Ministry of Environment and Climate Change ("MOECC") for a child care use, for all lands to be conveyed to the City and shall submit to the City, MOECC's letter of acknowledgement of filing of the RSC confirming that the RSC has been prepared and filed in accordance with all applicable legislation and regulations and the the MOECC will not audit the RSC at this time or that the RSC has passed any provincial audit.

#### 4. **Shell Space Condition**

- i) The Owner shall, at its own cost and expense, design, construct, and finish the Child Care Space to a base building condition with works completed as set out in Schedule "B" of this Term Sheet (the "**Shell Space Condition**") to the to the satisfaction of the DCM, Internal Corporate Services and the GM, Children Services, following inspections by the City, and/or its employees, agents, contractors and consultants, based on an agreed upon inspection schedule included in the Section 45 Agreement.
- ii) The Owner shall have completed the Shell Space Condition in accordance with Section 4.i) hereof and all approved plans, drawings and specifications, (such

plans, drawings and specifications, to be approved, by the Chief Planner, in consultation with the DCM, Internal Corporate Services and the GM, Children Services) in accordance with this Term Sheet, prior to the conveyance of the Child Care Space to the City.

## 5. **Child Care Fit Out**

- i) The Owner shall, at its own cost and expense, design, construct, finish and equip (fixtures and appliances) the Child Care Space as set out in Schedule "C" of this Term Sheet (the "**Child Care Fit Out**") to the satisfaction of the DCM, Internal Corporate Services and the GM, Children Services following inspections by the City, and/or its employees, agents, contractors and consultants, based on an agreed upon inspection schedule included in the Section 45 Agreement.
- ii) The Owner shall have completed the Child Care Fit Out in accordance with Section 5.i) hereof and all approved plans, drawings and specifications (such plans, drawings and specifications, to be approved, by the Chief Planner, in consultation with the DCM, Internal Corporate Services and the GM, Children Services) in accordance with this Term Sheet prior to the conveyance of the Child Care Space to the City.
- iii) The standard of design of the Child Care Fit Out (features, finishes and specifications) shall be at a level comparable to the YMCA child care located at 12 Yonge St, Toronto (Pinnacle Building) in so much the design meets or exceeds applicable legislative and jurisdictional authority's requirements and to the satisfaction of the Chief Planner, the DCM, Internal Corporate Services and the GM, Children's Services.
- iv) For clarity in this Term Sheet, the Owner will not be responsible for selection of the child care operator for the Child Care Space.

## 6. **Outdoor Playground**

- i) The Owner shall, at its own cost and expense and in co-ordination with an assigned Project Lead from the City Children's Services Division ("**Assigned CS Project Lead**"), design, to the satisfaction of the GM, Children's Services and the General Manager, Parks, Forestry and Recreation, an outdoor playground having an area of not less than 2,000 square feet (185.51 square meters) to be constructed within the proposed City parkland immediately adjacent to the Property (the "**Outdoor Play Space**"). The design of the Outdoor Play Space will include all necessary elements to satisfy licensing and

operational requirements of the Child Care Space. The design shall include but not be limited to:

- a. *perimeter fencing with lockable gate;*
  - b. *vandal proof storage;*
  - c. *shade structures or shade sails;*
  - d. *hard and soft surfaces;*
  - e. *play elements and structures; and*
  - f. *naturalization such as tree planting and garden beds.*
- ii) For greater clarity in this Term Sheet, the Owner shall have no construction or other obligations in respect of the Outdoor Play Space other than the foregoing design work.

## 7. **Design Process and Timetable**

- i) The Owner shall, at its own cost and expense, with input from the Assigned CS Project Lead, provide architectural and design services for all plans, drawings and specifications necessary for Toronto Public Health and Ontario Ministry of Education preapproval and licensing required for the physical and operational requirements of the Child Care Space which includes the Shell Space Condition, Child Care Fit Out and Outdoor Play Space.
- ii) The Owner shall establish a consultant design team which will be led by a single prime architectural consultant to co-ordinate with the Assigned CS Project Lead (the "**Consultant Design Team**"). The Assigned CS Project Lead will be the primary design lead for the City and will be responsible for co-ordinating input from Real Estate Services Staff, Real Estate Facilitators Staff, Children's Services Staff and City Staff from other City Divisions, as applicable, in the design process.
- iii) The final design of the Child Care Space, including the Shell Space Condition, the Child Care Fit Out and the Outdoor Play Space, will be determined through the design process and within the timelines as generally set out in Schedule "D" (the "**2018 Design Process**") which may be more particularly developed in the context of the contemplated Section 45 Agreement in order to refine milestones and components without substantially altering the overall duration of such process.
- iv) The Parties shall fully cooperate and work collaboratively to facilitate the design development and review process as expeditiously as possible, acting reasonably. For clarity, this includes design preparation and revision by the Owner as well as the delivery by Toronto Children's Services Division of required review, comments and approvals in connection with the Child Care Space design, including without

limitation, obtaining any required approvals from public health agencies and/or ministerial or governmental approval.

- v) The Consultant Design Team will be responsible for preparing and providing all preliminary and final design and working drawings, specifications and documents necessary to fully construct the Child Care Space, including provision of all necessary revisions, product samples, and permits as may be required.
- vi) All materials, products, finishes, devices, appliances and systems shall be designed and specified with regard for the demands of intensive use as a child care facility and shall:
  - a. be new materials only purchased specifically for the Child Care Space;
  - b. comply with and be certified by the CSA or other comparable standard, as applicable;
  - c. be in accordance with most current acceptable practices and standards for construction;
  - d. be free from defects due to manufacturing, delivery or installation; and
  - e. be safe and approved for the use as specified.
- vii) Provided that the Owner complies with its obligations set out in the 2018 Design Review set out in Schedule D, (which for greater clarity, include providing the Assigned CS Project Lead with timely and quality detailed designs within the timeframes specified that respond to and are reflective of the design comments received from the City during the design process), if the City is in default of its obligations to provide timely response to submissions under Schedule D, the Owner shall be entitled to deliver written notice of same to the Assigned CS Project Lead copied to the DCM, Internal Corporate Services and the GM, Children's Services. Where such default is not cured within three (3) business days of notice) (a “**City Uncured Default**”), then the Owner shall have the option to terminate any further obligations in respect of the Child Care Fit Out only (the “**Cash in Lieu Option**”) by delivering a further written notice to the Assigned CS Project Lead (the “**Cash in Lieu Notice**”) copied to the DCM, Internal Corporate Services and the GM, Children's Services. Subject to Section 7 viii), following delivery of the Cash in Lieu Notice, the Owner shall have no further obligations in respect of the Child Care Fit Out, and shall be required only to deliver the Shell Space Condition within 60 days of condominium registration in accordance with this Term Sheet and on the date of transfer of the Child Care Space to the City, the Owner shall be required to pay the amount of \$450,000.00 to the City by certified cheque payable to the Treasurer – City of Toronto and assign all rights to the design plans and specifications of the Child Care Fit Out to the City, including providing the City with both digital and hardcopies of same.

- viii) The Parties shall make every effort to resolve issues collaboratively. Despite Section 7vii) above, the City may contest that a City Uncured Default has occurred as well as the validity of any Cash in Lieu Notice, and the Section 45 Agreement shall contain a short form expedited arbitration provision which may be initiated by the City within ten (10) days of receipt of the City Uncured Default from the Owner, failing which it shall be deemed to have accepted that a default has occurred. The specifics of the short form expedited arbitration procedure shall be described in the Section 45 Agreement, but shall contemplate an independent third party expert as the arbitrator, and that the arbitration procedure shall be initiated and concluded within thirty (30) days.

## **8. Certification and Performance Guarantee**

- i) The Owner shall ensure that all the work provided under this Term Sheet is of good first rate quality, configured, constructed, installed and commissioned in accordance with the approved plans, drawings and specifications to operate as intended and fully fit for the purposes intended. Following completion of the Shell Space Condition and the Child Care Fit Out, the Owner shall provide certification to the DCM, Internal Corporate Services from the architect and engineer overseeing the construction that all work has been completed, in all material respects, in accordance with all approved plans, drawings and specifications.
- ii) Following completion of the Shell Space Condition and the Child Care Fit Out the Owner shall provide to the DCM, Internal Corporate Services and the GM, Children's Services, all relevant as built construction drawings and details (digital and hardcopy) together with such plans as are necessary to comprehensively illustrate integration of the Child Care Space and all operation systems, including health and safety, and components with the Project deemed necessary by the Assigned CS Project Lead for operation of the Child Care Space.
- iii) The Owner shall construct the Child Care Space in accordance with this Term Sheet and the Section 45 Agreement between the parties and shall correct or cause to be corrected at its sole cost and expense and to the satisfaction of the Chief Planner, the DCM, Internal Corporate Services and the GM, Children's Services, any defects or deficiencies in the initial construction (and not caused by the City, the Child Care Space operator, or the occupants of the Child Care Space) for a period of two (2) years following the conveyance of the Child Care Space to the City.

## **9. Limiting Distance Agreement**

- i) The existing City subdivision agreement in respect of the site on which the Project is located contemplates the Owner's conveyance to the City of land located to the north of the Project, legally described as Block 14, Plan 66M-

2394 (“**Block 14**”) for the purposes of a public park. It is proposed that Block 14 will include the Outdoor Play Space required for the Child Care Space to be shared with other park uses. Parks, Forestry and Recreation have acknowledged that the close proximity to the rail corridor limits the City's ability to build on Block 14, and, as such, the conveyance of Block 14 to the City may be subject to a limiting distance arrangements adjacent to the Property on the City's standard terms (and subject to obtaining the necessary City approvals, including Toronto City Council, if required) and allowing a limiting distance area of approximately 160 square meters as illustrated on Schedule "E" attached (the “**Limiting Distance Area**”). Notwithstanding anything to the contrary in the City subdivision agreement affecting the site of the Project, the City acknowledges and agrees that the entering into the Section 45 Agreement to secure the provisions set out in this Term Sheet will serve as including adequate consideration for the acceptance of title to Block 14 subject to the Limiting Distance Area.

10. **Fair Wage and Labour Trades**

- i) In completing work respecting the Child Care Fit Out, the Owner shall adhere to and comply with both the City's "Fair Wage Policy" and "Labour Trades Contractual Obligations in the Construction Industry" requirements (the "**FW and LTCO Requirements**"), as same may be amended, and shall provide such evidence of compliance as the City may reasonably request from time to time. The Owner shall contact the City's Fair Wage Office prior to commencement of any applicable construction work, to obtain copies of the most current FW and LTCO Requirements and applicable information for the purpose of pre-qualifying proposed contractors, as determined by and in accordance with the then current usual practices of the City's FW and LTCO Requirements of the City.

11. **Costs and Expenses**

- i) The Owner shall prepare all documents and be responsible for all transaction costs relating to the conveyance of the Child Care Space to the City, including registration fees, administrative costs, taxes, and land transfer taxes as applicable.

12. **Other Approvals and Adjustment**

- i) Where the Committee of Adjustment approves the Variance Application to increase the height and density of the Project subject to the Child Care Space as contemplated in this Term Sheet and conditional upon the Owner entering into a Section 45 Agreement with the City, City Staff will proceed as expeditiously as



possible to request all necessary approvals of Toronto City Council, as may be required in respect of this Term Sheet, and entering into such agreement with the Owner. For greater clarity, if the Committee of Adjustment approves the Variance Application as aforementioned at the scheduled hearing date of March 28, 2018, it is the intent of City Staff to bring a report forward to Toronto City Council at its meeting commencing May 22, 2018 and, as appropriate, to finalize the form of Section 45 Agreement for execution within three (3) weeks of Council direction being confirmed.

- ii) The provisions of this Term Sheet are intended to reflect the intent between the Parties for the conveyance to the City as part of the Project, of a minimum of 5,000 square feet for Child Care Space, the provision for construction of the Shell Space Condition and the Child Care Fit Out by the Owner, together with the design of the Outdoor Play Space, and that otherwise, provided that that intent (including without limitation all financial arrangements and maintenance of timelines for design and construction) is substantially maintained, refinement and adjustment to the terms herein may be necessary in the context of finalizing details for the purpose of entering into an agreement to secure the obligations. This includes such additional terms as are appropriate to ensure arrangements as would be applicable and otherwise typical to construction and land transfer agreements with the City (but specifically excluding the delivery of letters of credit or other securities) are included in the Section 45 Agreement.

### 13. **Section 118 Restriction**

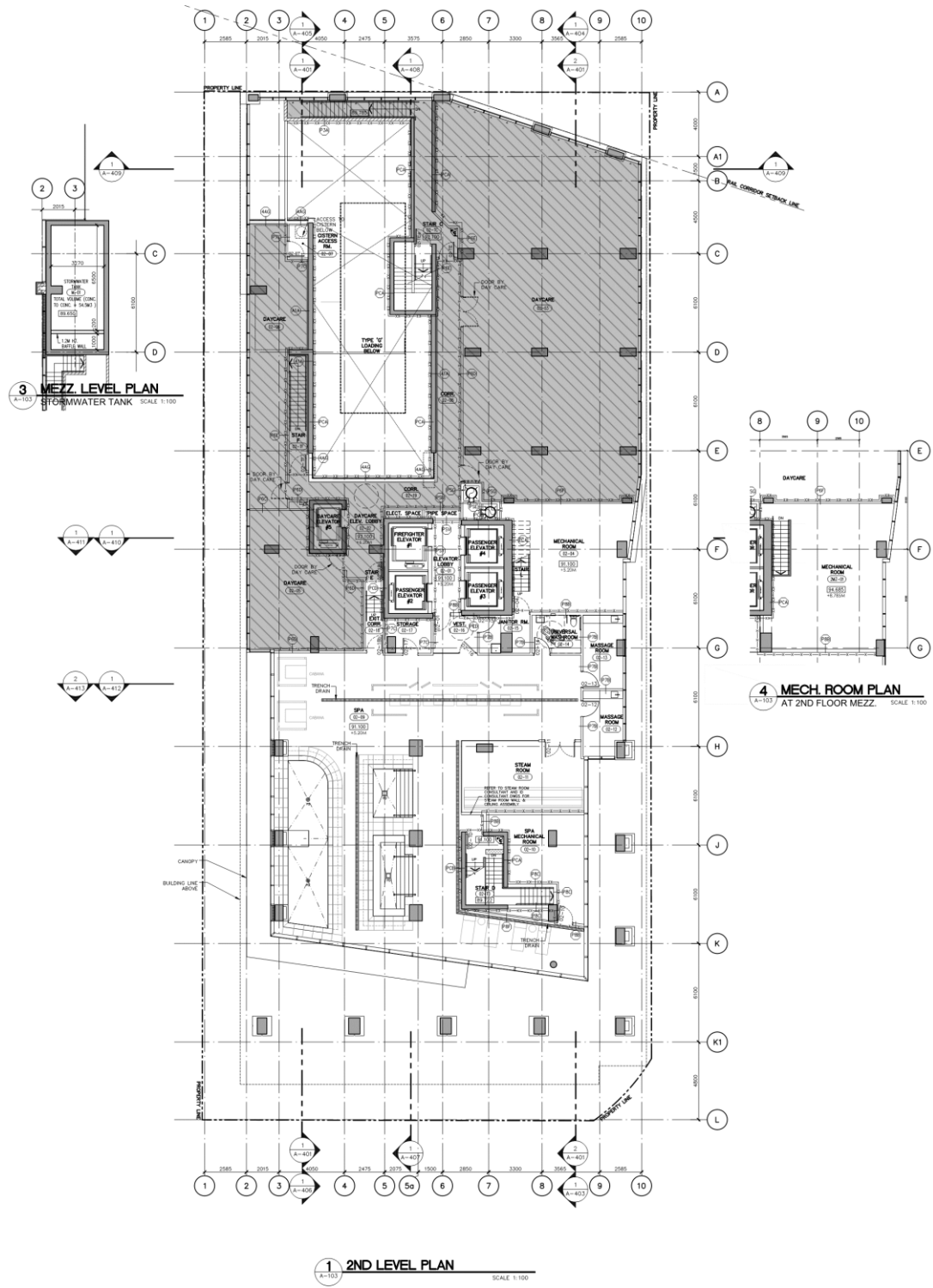
- i) Prior to final site plan approval or, at the discretion of the Chief Planner, prior to condominium registration for all or any part of the Project, the Owner shall enter into a Section 118 Restriction pursuant to the *Land Titles Act*, R.S.O. 1990, c. L 5, which is registered on title to the entirety of the Project lands, in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of the Project lands without the consent of the Chief Planner in order to restrict conveyance of the Child Care Space other than as contemplated herein. The Section 45 Agreement will include provision for the City to consent to a transfer and/or charge upon delivery by the transferee/chargee of an assumption agreement in respect of the obligations under the Section 45 Agreement in the City's standard form, such form to be attached to the Section 45 Agreement. Immediately upon registration of the condominium the City will provide documentation necessary for the partial release of the Section 118 Restriction from title to all parts of the Project lands with the exception of the Child Care Space. The preparation and registration of the Section 118 Restriction as well as any partial, consents and partial releases shall be to the satisfaction of the City Solicitor and at the Owner's sole cost and expense.

14. **Further Assurances**

- i) The Parties agree, upon reasonable written request to do so, they will make, execute, deliver or cause to be made, done, executed and delivered, any such further acts, deeds, assurances and things as may be required to effectively implement and carry out the intent of the provisions of this Term Sheet.
- ii) For clarity in this Term Sheet, where the provision herein specify "in accordance with this Term Sheet" or words importing the same meaning, this will be interpreted to mean in accordance with the terms herein and any subsequent Section 45 Agreement securing such terms, as applicable, even where not specifically stated.

**The Owner represents that the drawings included in this Schedule A are hatched versions of the plans contained in the Variance Application; the solid grey shading with hatching indicates the Child Care Space**





## **SCHEDULE "B"**

### **SHELL SPACE CONDITION**

A. Floor

Concrete floor slab with a smooth troweled and level finish. The floors are designed to support a live load up to 100 pounds per square foot, uniformly distributed.

B. Walls and Ceiling

All perimeter walls are to be finished in drywall that has been taped, sanded and ready for paint, fire-rated and demised per the City's specifications. Ceilings to be completed to accepted height and finishing.

C. Electrical

600 volt, 200 amp, 3 wire, 3 phase electrical service terminated at a fused disconnect within the Child Care Space, together with a 112 kVA transformer (panel to be located within the Child Care Space at an agreed upon location).

D. Telephone

One (1) empty telephone conduit terminating within the Child Care Space

E. Fire Alarm

Any modifications to the Owner's fire alarm and life safety systems required by those authorities having jurisdiction shall be performed by the Owner's contractor(s).

F. Domestic Water

1 ¼ inch diameter water service to the perimeter of the Child Care Space.

G. Sanitary Service

4 inch sanitary line within the Child Care Space.

H. HVAC

Heating, ventilation, and air conditioning (HVAC) roughed in to the Child Care Space at designated points to accommodate no more than one (1) ton of cooling capacity per 400 square feet.

I. Metering

Dedicated meters for all services (including water, electricity and BTUs) provided to the Child Care Space and shall be located within the Child Care Space at agreed upon location.

J. Accessibility

Accessibility in accordance with Ontario Building Code requirements and Toronto Accessibility Guidelines

K. Access

Pedestrian access from Western Battery Road to be provided consistent with the drawings shown in Schedule A as included in the Variance Application. For greater clarity, such access shall be from the westerly ground floor main entrance (and secondary emergency entrance) onto a finished hardscape sidewalk which extends northerly and terminates at the north property boundary of the Project at the adjacent future City park where the proposed Outdoor Play Space will be located. In addition, and also consistent with the drawings shown in Schedule A, secondary access shall be provided from a staircase on the northerly side of the Project, providing direct access to the site of the adjacent future City park where the Outdoor Play Space will be located.

All required internal access and use of loading and garbage areas and service corridors of the Project shall be as shown in Schedule A.

## **SCHEDULE "C"**

### **CHILD CARE FIT OUT**

- A. The Owner shall design, construct and fit out the Child Care Space in accordance with all Applicable Laws and in coordination with the Assigned CS Project Lead, upon and subject to the terms and conditions of this Term Sheet.

"Applicable Laws" means all statutes, laws, rules, by-laws, regulations, ordinances, orders, guidelines, standards, and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time in force, including, without limitation, all directives, requirements, regulations, ordinances, orders, standards and requirements of the Ministry of Education. or respective successor, from time to time.

- B. For greater clarity and without limiting the generality of the foregoing, the Child Care Fit Out shall be in accordance with all criteria necessary to obtain a licence to operate the Child Care Space, technical standards issued by the governing authorities for day care facilities and all provincial legislation, regulations, municipal by-laws, standards and guidelines.
- C. The design of the Child Care Space shall be properly integrated into the base building systems for the Project.
- D. The following will be included as part of the Child Care Fit Out where required by the Applicable Law and, otherwise, the feasibility of providing the same as part of the Child Care Fit Out will be determined through the 2018 Design Process contemplated in Schedule D of this Term Sheet:
- i) washrooms and change areas for each age grouping as per the Ontario Building Code;
  - ii) ancillary spaces, including but not limited to, office, laundry, toy wash station, kitchen, stroller storage, meeting room, janitor room, mechanical/electrical room, telecommunication room, gross motor area, universal washrooms, staff room, staff washroom, centre storage, etc.;
  - iii) a dedicated elevator large enough to handle a full length stretcher, and/or a triple stroller and attendant/staff, and an interior staircase, for the exclusive use of the Child Care Space;
  - iv) fully functional kitchen to meet Toronto Public Health Regulations to include, but not limited to, a commercial dishwasher with heat booster, triple sink, hand wash sink, residential stove and range hood grease interceptor, pantry, storage, work surfaces, appliances, warming services for catered foods;

- v) security features that allow the Child Care Space to operate autonomously within the Development to include, but not limited to, video intercom/remote door release system, card reader/keypad access system, motion detection equipment, etc.;
- vi) provide ventilated space and equipment for recycling and waste disposal to comply with the City of Toronto's Requirement for Garbage, Recycling & Organics Collection Services for New Developments & Redevelopment; and



## SCHEDULE D

### 2018 DESIGN PROCESS – Review Targets

Schedule Date <sup>1</sup>	
April 3-April 6	Preliminary Design Meeting with owner/developer and prime consultant as well as Assigned CS Practice Lead/CityStaff. Discussions to include review of child care operations, shell space condition, interior and exterior layout, specifications and requirements. Recommendations on how space proposed is best utilized as a child care facility.
April 17	Prime consultant to submit conceptual design for Shell Space Condition, Child Care Fit Out and Outdoor Playground to Toronto Children's Services (TCS) for review and comment
April 18-April 20	TCS design review and comment <sup>2</sup>
April 21-May 11(3 weeks)	25% design development by prime consultant incorporating initial TCS comments - submission to TCS
May 14-May 18	TCS design review (25%), comments/meeting/revision with prime consultant
May 22-June 14 (3 weeks)	75% design development by prime consultant incorporating TCS comments – submission to TCS
June 15-June 21	TCS design review (75%), comments/meeting/revision with prime consultant
June 25	TCS submission of 75% design to appropriate authorities to request preapprovals, including Public Health and Ministry of Education (Child Care Municipal Licensing Process)
June 22-July 3	Prime consultant to finalize design package incorporating TCS comments - submission to TCS
July 4-July 6	TCS final design review (100%), comments/meetings/revision with prime consultant – resubmission as required and TCS final sign off
July – October 31, 2018	TCS to co-ordinate responses to approval authorities following 75% submission to facilitate pre-approvals. Prime consultant to provide

	design changes resulting from the Child Care Municipal Licensing Process. TCS to obtain pre-approval.
TBD	TCS to facilitate final Licensing upon completion of Child Care Fit Out

**Notes:**

1. If the Committee of Adjustment approves the Variance Application, TCS is agreeable to commencement of preliminary discussions in April immediately following the minor variance hearing (March 28, 2018) and pending the decision becoming final and binding in order to facilitate a timely design and review process.
2. Reference to TCS means the Assigned CS Practice Lead from Toronto Children Services who will co-ordinate input from other City Divisions throughout the design process as applicable.

## LIMITING DISTANCE AREA

