

Authority: Toronto and East York Community Council Item XX, as adopted by City of Toronto Council on XXX

CITY OF TORONTO

BY-LAW XXX-2020

To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2020 as 1555 & 1575 Queen Street East.

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

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

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

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

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

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

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law No. 569-2013 as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto;

The Council of the City of Toronto enacts:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands

outlined in heavy lines to CR 2.0 (c0.5; r2.0) SS2 (270) and CR 2.0 (c0.5; r2.0) SS2 (271) as shown on Diagram 2 attached to this By-law.

4. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number 270 so that it reads:

Exception CR (270)

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections.

Site Specific Provisions:

- (A) On the lands at 1555 and 1575 Queen Street East subject to this By-law, a **building, structure**, addition or enlargement may be erected or used if it complies with (B) to (R) below;
- (B) The **lot** comprises the lands generally identified as Area A delineated by heavy lines on Diagram 2 attached to By-law **[Clerks to insert number]**;
- (C) Despite Regulations 40.10.20.100(1), (5), (7), (17), and (21):
- (i) the maximum **interior floor area** for an **eating establishment** or **take-out eating establishment** is 600 square metres;
 - (ii) the maximum **interior floor area** for a **financial institution**, medical office, **personal service shop**, **pet service**, **recreation use**, **retail service**, or **retail store** is 800 square metres;
 - (iii) the maximum **interior floor area** for a **retail store** with a beverage **manufacturing use** for beer, cider, or wine is 600 square metres;
 - (iv) the maximum **interior floor area** for an **outdoor patio** ancillary to an eating establishment is 100 square metres; and
 - (v) **Public parking** is permitted at-or above ground within a **building**.
- (D) a minimum of 30 percent of the total number of **dwelling units** must contain two bedrooms;
- (E) a minimum of 9 percent of the total number of **dwelling units** must contain three bedrooms;
- (F) Despite Regulation 40.5.1.10(3) and Clause 40.10.40.40, the **gross floor area** of all uses on the **lot** may not exceed 48,500 square metres, of

which a maximum 46,750 square metres may be used for residential uses and 1,750 square metres may be used for non-residential uses;

- (G) Despite Regulation 40.5.40.40(3), the **gross floor area** of the **mixed use building** may also be reduced by the area in the **building** used for **amenity space** and mechanical rooms and parking at-or above-ground;
- (H) Despite Regulation 40.5.40.40(4) the floor space index for a **mixed use building** is the result of the **gross floor area** minus the areas listed in regulation 40.5.40.40(3) and subsection (G) above divided by the area of the **lot**;
- (I) Despite regulations 40.5.40.10(1) and 40.5.40.10(2) the height of a **building or structure** is the distance between the Canadian Geodetic Datum elevation of 78.15 metres and the elevation of the highest point of the **building or structure**;
- (J) Despite Clause 40.5.40.10 and Regulation 40.10.40.10(2), the permitted maximum height of the **building or structure**, is the height in metres specified by the numbers following the symbol HT as shown on Diagram 3 of By-law -2020 **[Clerks to provide number]**;
- (K) Despite Regulation 40.10.40.1(1) **dwelling units** may be located in the first **storey** of the **building** along the west **side lot line**;
- (L) Despite Regulations 5.10.40.70(1), (2), 40.10.40.70(2), 40.10.40.70(4) and 40.10.40.80(2), the minimum required **building setbacks** and minimum above ground separation distances are shown on Diagram 3 of By-law -2020 **[Clerks to provide number]**;
- (M) Despite clause 40.10.40.60 and (L) above, the following may encroach into the required minimum **building setbacks** as follows:
 - (i) eaves, cornices, lighting fixtures, fences and safety railings, trellises, balustrades, chimneys, ornamental elements, vents, retaining walls, landscape elements and features, privacy screens, frames, insulation, window sills, bollards, decks, planters, thermal and moisture protection, hose bibs, mechanical grilles, window washing equipment, pool, decking, public art features, and architectural features, railings, and screens by not more than 2.0 metres;
 - (ii) weather protection canopies by not more than 2.0 metres within the first storey;
 - (iii) garage ramps, walkways, stairs, stair landings, covered stairs and or stair enclosures associated with an entrance or exit from an underground parking garage, mechanical areaways,

- wheelchair ramps by not more than 3.5 metres;
- (iv) balconies on the 6th to the 14th **storeys** within the portion of the **building** that has a **building setback** of 8.3-8.8 metres from the west **side lot line**, provided:
 - a. they encroach by no more than 1.7 metres; and
 - b. that the total length of all balconies for this portion of the **building**, does not exceed 42% of the total length of all **main walls** facing the west **side lot line** for this portion of the **building**;
 - (v) balconies on the 16th to 17th **storeys** within the portion of the **building** that has a **building setback** of 10.0-10.3 metres from the west **side lot line** provided:
 - a. they encroach by no more than 1.7 metres; and
 - b. that the total length of all balconies for this portion of the **building**, does not exceed 15% of the total length of all **main walls** facing the west **side lot line** for this portion of the **building**;
 - (vi) balconies for all other parts of the **building** excluding those storeys of the west facing portion of the building with a **building setback** from the west **side lot line** not identified in M (iv) and (v) above, by not more than 2.5 metres; and
 - (vii) portions of an underground parking garage and associated **structures** situated below finished ground level by no more than 4.0 metres within the west **side yard setback**;
- (N) Despite (J) above and in addition to Clauses 40.5.40.10, 40.10.40.10, and 40.10.40.60 the following may project above the permitted maximum height as shown on Diagram 3 attached to By-law -2020 [Clerks to provide number] as follows:
- (i) parapets, railings, balcony guards, handrails, window sills, terraces, light fixtures, scuppers, fall-arrest systems, insulation and **building** envelope membranes, decking, pavers, bollards, built-in planter boxes by not more than 1.50 metres;
 - (ii) heating, ventilation, and air conditioning condensing units, **green roof** and associated elements, including parapets and sloped toppings, by not more than 2.0 metres;
 - (iii) divider screens, visual screens, sound and wind barriers, acoustical screens, and privacy screens by not more than 2.0 metres;

- (iv) play structures and equipment, pergolas and trellises within areas labeled as outdoor **amenity space** on Diagram 3, provided:
 - a. they do not project by more than 3.0 metres; and
 - b. they do not project into a 45 degree **angular plane** measured from a height of 14 metres parallel to the **front lot line** abutting Queen Street East;
- (v) the items permitted in Clause 40.5.40.10 (4) (5) (6) and (7) are only permitted within the areas identified as Mechanical Area on Diagram 3 of By-law -2020 [clerks to insert #];
- (vi) despite Clause 40.5.40.10 (5) and N(v) above, the total area of all equipment, structures, or parts of a building permitted by Clause 40.5.40.10 (4) (5) (6) and (7) may cover no more than 30% of the sum of roof areas identified as Mechanical Area on Diagram 3; and
- (vii) portions of an underground parking garage and associated **structures** situated below finished ground level provided no portion of such structures is more than 2.0 metres above Canadian Geodetic Datum elevation of 78.15 metres;
- (O) Despite Regulation 40.10.50.10(2), the installation of a fence will not be required along the portion of the **lot line** abutting a **lot** in the Residential or Residential Apartment Zone category;
- (P) Despite Regulations 200.5.10.1(1), (2), (5), (7), (9), (10) and Table 200.5.10.1, **parking spaces** must be provided as follows:
 - (i) a minimum of 0.41 **parking spaces** per **dwelling unit** for residents of the **dwelling units**;
 - (ii) a minimum of 0.06 **parking spaces** per **dwelling unit** for non-residential uses and visitors;
 - (iii) a minimum of 5 car-share **parking spaces**;
 - (iv) the minimum required **parking spaces** for residents can be reduced by up to 4 **parking spaces** for each dedicated car-share **parking space**, up to a maximum capped by the application of this formula $5 \times (\text{Total No. of Units} \div 60)$, rounded down to the nearest whole number of the total car-share parking spaces provided on the lot;
- (Q) Despite Regulations 200.5.1(2) and 200.10.1(1) and (2), the **parking**

spaces required for visitor and non-residential uses may be provided within a **public parking** facility on the lands and may be shared on a non-exclusive basis.

- (R) Despite Regulations 230.5.1.10(4), and 230.5.1.10(5):
- (i) a **bicycle parking space** parked horizontally may have a minimum width of 0.45 metres;
 - (ii) **bicycle parking space** placed in a vertical position may have a minimum width of 0.45 metres; and
 - (iii) the minimum **bicycle parking space** dimensions of a **stacked bicycle parking space** may have a minimum length of 1.9 metres, a minimum width of 0.375 metres, and a minimum vertical clearance of 1.375 metres;

Prevailing By-laws and Prevailing Sections: (None Apply)

5. Zoning By-law 569-2013, as amended, is further amended by adding to Article 900.11.10 Exception Number 271:

Exception CR (271)

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections.

Site Specific Provisions:

- (A) On the lands at 1555 and 1575 Queen Street East subject to this By-law, a **building, structure**, addition or enlargement may be erected or used if it complies with (B) to (P) below;
- (B) The **lot** comprises the lands generally identified as Area B delineated by heavy lines on Diagram 2 attached to By-law **[Clerks to insert number]**;
- (C) A minimum of 25 percent of the total number dwelling units must contain two bedrooms;
- (D) A minimum of 30 percent of the total number of dwelling units must contain three bedrooms;
- (E) Despite Regulations 40.5.1.10(3) and 40.10.40.40, the **gross floor area** of the **building** may not exceed 11,600 square metres for residential uses, of which a maximum of 400 square metres may be used for non-residential uses;
- (F) Despite Regulation 40.5.40.40(5), the **gross floor area** of an **apartment**

building may also be reduced by the area in the **building** used for **amenity space**, mechanical rooms, garbage rooms and parking at-or above-ground;

- (G) Despite Regulation 40.5.40.40(6) the floor space index for an **apartment building** is the result of the **gross floor area** minus the areas listed in regulation 40.5.40.40(5) and subsection (F) above divided by the area of the **lot**.
- (H) Despite Regulations 40.5.40.10(1) and 40.5.40.10(2) the height of a **building** or **structure** is the distance between the Canadian Geodetic Datum elevation of 78.15 metres and the elevation of the highest point of the **building** or **structure**;
- (I) Despite Clause 40.5.40.10 and Regulation 40.10.40.10(2), the permitted maximum height of the **building** or **structure**, is the height in metres specified by the numbers following the symbol HT as shown on Diagram 3 of By-law -2020 [Clerks to provide number];
- (J) Despite Regulations 5.10.40.70(1), (2), and 40.10.40.70(2) the minimum required **building setbacks** are as shown on Diagram 3 of By-law -2020 [Clerks to provide number];
- (K) Despite clause 40.10.40.60 and (J) above, the following may encroach into the required minimum **building setbacks** as follows:
- (i) eaves, cornices, lighting fixtures, fences and safety railings, trellises, balustrades, chimneys, ornamental elements, vents, retaining walls, landscape elements and features, privacy screens, frames, insulation, window sills, bollards, decks, planters, thermal and moisture protection, hose bibs, heating, ventilation, and air conditioning condensing units, mechanical grilles, window washing equipment, pool, decking, public art features, and architectural features, railings, and screens by not more than 2.0 metres;
 - (ii) weather protection canopies by not more than 2.0 metres within the first storey;
 - (iii) garage ramps, walkways, stairs, stair landings, covered stairs and or stair enclosures associated with an entrance or exit from a parking garage, mechanical areaways, wheelchair ramps by not more than 3.5 metres;
 - (iv) balconies by not more than 2.5 metres; and
 - (v) play structures and equipment used for outdoor amenity space;

- (L) Despite (I) above and in addition to Clause 40.5.40.10, the following may project above the permitted maximum height as shown on Diagram 3 attached to By-law -2020 [Clerks to provide number] as follows:
- i. parapets, railings, balcony guards, handrails, window sills, terraces, light fixtures, scuppers, fall-arrest systems, insulation and **building** envelope membranes, decking, pavers, playground mounds and surfacing, bollards, built-in planter boxes by not more than 1.50 metres;
 - ii. heating, ventilation, and air conditioning condensing units, **green roof** and associated elements, including parapets and sloped toppings, by not more than 2.0 metres;
 - iii. divider screens, visual screens, sound and wind barriers, fences, acoustical screens, and privacy screens by not more than 2.0 metres;
 - iv. pergolas and trellises within the areas labeled as outdoor **amenity space** on Diagram 3, by not more than 3.0 metres;
 - v. play structures and equipment within the amenity space at grade, by not more than 3 metres; and
 - vi. the items permitted in Clause 40.5.40.10 (4) (5) (6) and (7), telecommunication equipment and assemblies and associated shrouding are only permitted within the area identified as Mechanical Area as shown on Diagram 3 of By-law -2020 [clerks to insert #];
 - vii. despite Clause 40.5.40.10 (5) and L(vi) above, the total area of all equipment, structures, or parts of a building permitted by Clause 40.5.40.10 (4) (5) (6) and (7) may cover no more than 50% of the area of the roof; and
- (M) Despite Regulation 40.10.40.50(1)(A) and (B), **amenity space** must be provided at a minimum rate of:
- (i) 2.5 square metres per **dwelling unit** of outdoor **amenity space**; and
 - (ii) 2.0 square metres per **dwelling unit** of indoor **amenity space**;
- (N) Despite Regulations 200.5.10.1(1), (2), (5), (7), (9), (10) and Table 200.5.10.1, **parking spaces** must be provided in accordance with the following:
- (i) a minimum of 36 **parking spaces** for residents and visitors of the

apartment building and for non-residential uses;

- (O) Despite Regulations 230.5.10.1(1),(2), and(5), **bicycle parking spaces** must be provided as follows:
- (i) a minimum of 150 **bicycle parking spaces – long term**;
 - (ii) a minimum of 20 **bicycle parking spaces – short term**, which may be located outdoors in the form of a bicycle rack **parking space**; and
 - (iii) no **bicycle parking spaces** are required for the non-residential uses.
- (P) Despite Regulations 230.5.1.10(4), and 230.5.1.10(5):
- (i) a **bicycle parking space** parked horizontally may have a minimum width of 0.45 metres;
 - (ii) **bicycle parking space** placed in a vertical position may have a minimum width of 0.45 metres; and
 - (iii) the minimum **bicycle parking space** dimensions of a **stacked bicycle parking space** may have a minimum length of 1.9 metres, a minimum width of 0.375 metres, and a minimum vertical clearance of 1.375

Prevailing By-laws and Prevailing Sections: None Apply

6. Despite any severance, partition or division of the **lot** as shown on Diagram 1, the provisions of this By-law [Clerks to supply by-law #] shall continue to apply to the whole of the **lot** as if no severance, partition or division had occurred.
7. Car-share means a motor vehicle available for short-term rental, including an option for hourly rental, for the use of at least the occupants of the building erected on the lot.
8. Car-share **parking space** means a **parking space** used exclusively for the parking of a car-share motor vehicle.
9. Section 37 Provisions
 - (A) Pursuant to Section 37 of the Planning Act, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown as CR (270) on Diagram 2 of this By-law, in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Schedule A hereof and which are secured by one or more agreements

City of Toronto By-law XXXX-2020

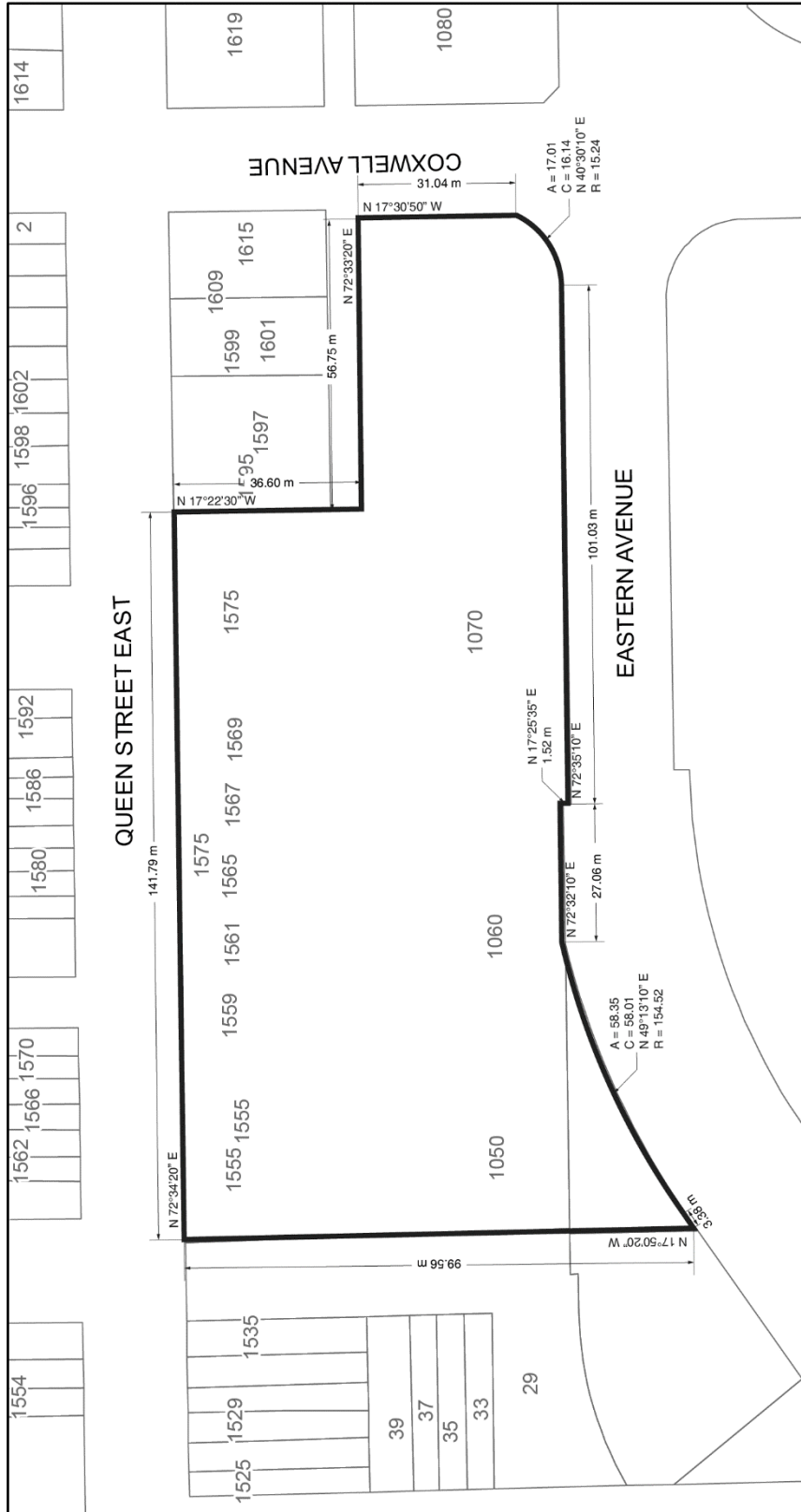
pursuant to Section 37(3) of the Planning Act that are in a form and registered on title to the lands to the satisfaction of the City Solicitor.

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

Enacted and passed on XXXX, 2020.

Frances Nunziata,
Speaker
(Seal of the City)

Ulli S. Watkiss,
City Clerk

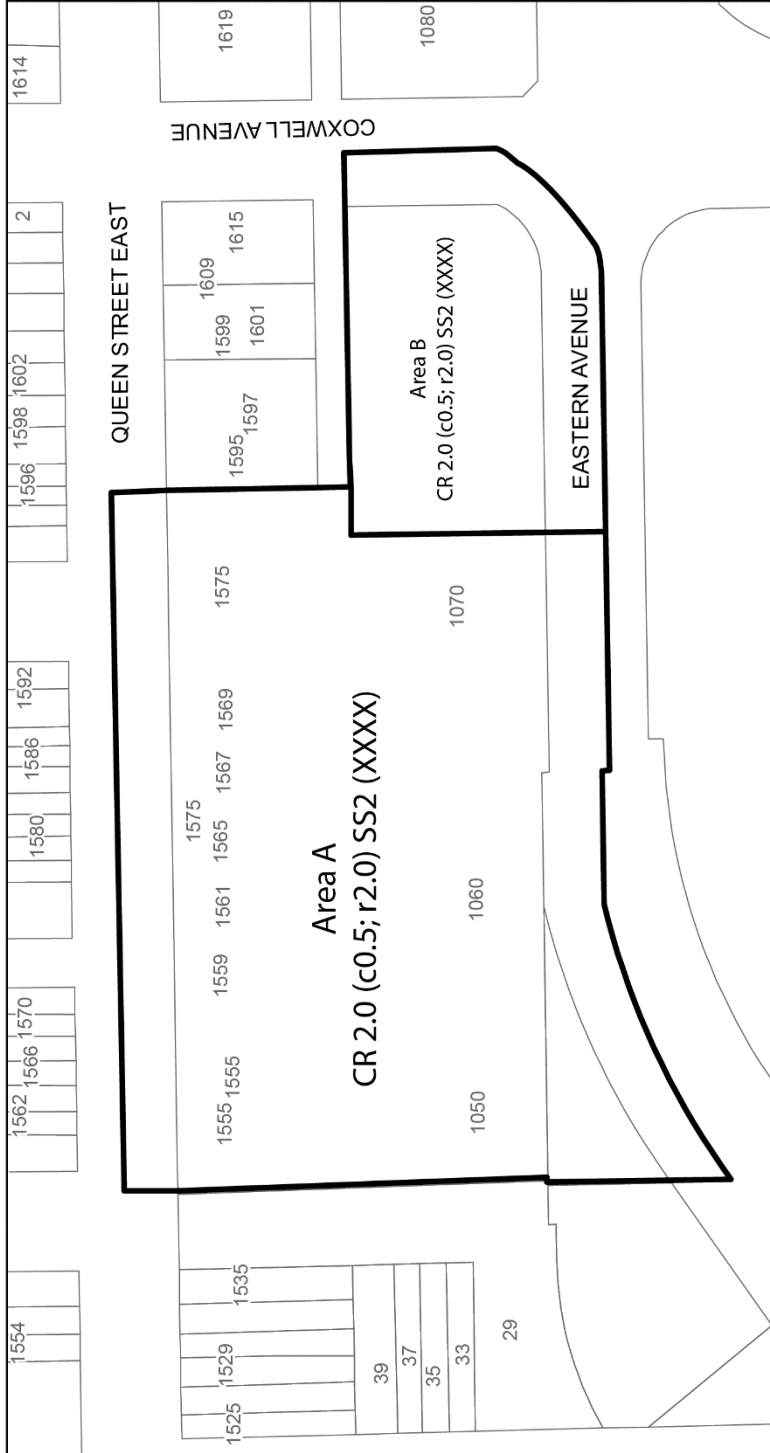


Toronto
 Diagram 1

1555-1575 Queen Street East

File # 19 25597 STE 14 0Z

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 City of Toronto By-law 569-2013
 Not to Scale
 06/26/2020



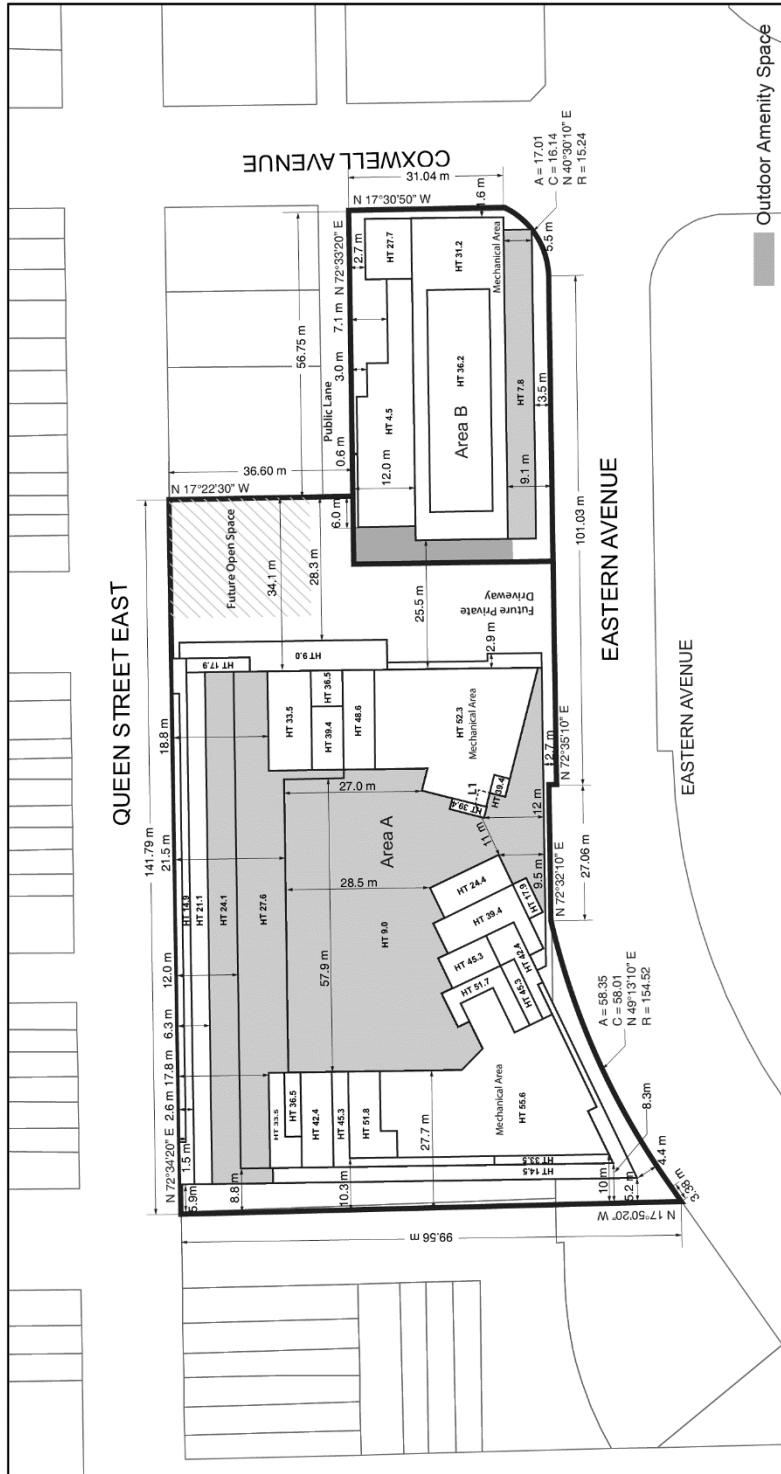
 **TORONTO**
Diagram 2

1555-1575 Queen Street East

File # 19 25597 STE 14 0Z



City of Toronto By-law 569-2013
Not to Scale
06/26/2020



Toronto
 Diagram 3

1555-1575 Queen Street East

File # 19 25597 STE 14 0Z



City of Toronto By-law 589-2013
 Not to Scale
 06/28/2020

SCHEDULE A

Section 37 Provisions

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

1. The owner shall design and construct fifty (50) affordable rental housing units comprising approximately 2,826 square metres of residential Gross Floor Area in the new 16-storey mixed-use market rental building on the site, in accordance with the terms and conditions of the Memorandum of Understanding dated October 31, 2019, between the City of Toronto, Toronto Community Housing Corporation and Context (Summerville) Inc. and such agreements entered into pursuant to the Memorandum of Understanding (the "MOU") dated October 19, 2019, and such other terms as may be required, and shall provide such affordable rental housing dwelling units in accordance with such agreement(s) to be entered into with the City, all to the satisfaction of the Executive Director, Housing Secretariat, Chief Planner and Executive Director, City Planning and the City Solicitor.
2. The fifty (50) affordable dwelling units referenced in Section 1 above as shall be provided and maintained as thirty-nine (39) one-bedroom units, five (5) two-bedroom units and six (6) three plus-bedroom affordable rental dwelling units in the new 16-storey mixed-use market rental building on the site, as follows:
 - a) Fifty (50) affordable rental dwelling units comprised of approximately two thousand eight hundred twenty-six (2,826) square metres of residential Gross Floor Area; and
 - b) The general configuration and layout of the fifty (50) affordable rental dwelling units shall be to the satisfaction of the Chief Planner and Executive Director, City Planning Division and the Executive Director, Housing Secretariat and shall be in accordance with the terms and conditions of the Memorandum of Understanding dated October 31, 2019, between the City of Toronto, Toronto Community Housing Corporation and Context (Summerville) Inc. and such agreements entered into pursuant to the Memorandum of Understanding (the "MOU") dated October 19, 2019.
3. The owner shall provide and maintain the fifty (50) affordable rental dwelling units as rental dwelling units for a minimum of forty (40) years, beginning with the date each such unit is first occupied. No affordable rental dwelling unit shall be registered as a condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a dwelling unit, and no application for

conversion for non-rental housing purposes, or application to demolish any affordable rental dwelling unit shall be made for at least forty (40) years from the date of first occupancy. Upon the expiration of the forty (40) year period, the owner shall continue to provide and maintain the affordable rental dwelling units as rental dwelling units, unless and until such time as the owner has applied for and obtained all approvals necessary to do otherwise.

4. The owner shall provide and maintain the fifty (50) long-term affordable rental dwelling units at affordable rents for at least forty (40) years, beginning with the date that each such unit is first occupied. The units shall be managed so that the monthly occupancy cost for any one unit during the first thirty (30) years of the affordability period, does not exceed 80% of Average Market Rent; and during the last ten (10) years of the affordability period, does not exceed 100% of average market rent, if a Unit is vacated and a new tenancy begins. During the first forty (40) years of occupancy, increases to initial rents charged to tenants occupying any of the affordable rental dwelling units shall be in accordance with the Residential Tenancies Act and shall not exceed the Provincial rent guideline.
5. The owner shall, at its sole cost and expense, design and construct sixty-seven (67) residential dwelling units for the purpose of providing replacement rent-geared-to-income housing and affordable housing in accordance with the terms and conditions of the Memorandum of Understanding dated October 31, 2019, between the City of Toronto, Toronto Community Housing Corporation and Context (Summerville) Inc. and such agreements entered into pursuant to the Memorandum of Understanding (the "MOU") dated October 19, 2019, and such other terms as may be required and shall provide such residential dwelling units in accordance with such agreement(s) to be entered into with the City, all to the satisfaction of the Director, Housing Secretariat, Chief Planner and Executive Director, City Planning and the City Solicitor.
6. Thirty-two (32) of the sixty-seven (67) residential dwelling units shall be conveyed to the City and shall be managed as affordable housing for a period of ninety-nine (99) years and will include seventeen (17) replacement rental dwelling units to be maintained on the site as social housing residential rental units with rent geared-to-income and fifteen (15) affordable rental dwelling units. Of these thirty-two (32) rental dwelling units, six (6) shall be comprised of four (4) one-bedroom units and two (2) three-bedrooms units to be located in the new 17-storey market condominium building. Twenty-six (26) shall be comprised of sixteen (16) one-bedroom units, three (3) two-bedroom units, six (6) three-bedroom units and one (1) four-bedroom unit to be located in the new 8-storey market rental building on the site, and shall be managed so that the monthly occupancy cost of all units does not exceed 80% of average market rent on average and any one unit does not exceed 100% of average market rent.
7. The remaining thirty-five (35) of the sixty-seven (67) residential dwelling units shall be managed as affordable rental dwelling units for a minimum period of twenty-five (25) years all to be owned and operated by the TCHC, located in the new 10-storey Toronto Community Housing building on the site, and shall be managed so that the

monthly occupancy cost of all units does not exceed 80% of average market rent on average and for any one unit does not exceed 100% of average market rent.

8. None of the sixty-seven (67) affordable or replacement rental dwelling unit shall be registered as a condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a dwelling unit, and no application for conversion for non-rental housing purposes, or application to demolish any affordable rental dwelling unit shall be made for at least 99 years from the date of first occupancy. Upon the expiration of the 99 year period, the owner shall continue to provide and maintain the dwelling units as rental dwelling units, unless and until such time as the owner has applied for and obtained all approvals necessary to do otherwise.
9. Should the location of any of the sixty seven (67) residential dwellings units be required to be altered, than as otherwise described in these Recommendations, City Council authorizes the Director, Housing Secretariat and Chief Planner and Executive Director, City Planning to provide direction, at their discretion, to secure same to the City Solicitor, so long as the minimum number of units, the minimum gross floor area and unit sizes are maintained on the site.
10. The number, size, type, and tenure of replacement residential rental units to be provided by the owner.
11. An administrative office, of a minimum of 400 square feet, to be located on the ground floor or second floor in close proximity to the City purchased units, to be conveyed to the City in accordance with the terms and conditions of the Memorandum of Understanding dated October 31, 2019, between the City of Toronto, Toronto Community Housing Corporation and Context (Summerville) Inc.
12. The owner shall provide at least 36% two-bedroom units and 10% three-bedroom or larger units within the proposed Market Site.
13. Prior to the issuance of the Site Plan Statement of Approval for the Market Site, the owner shall convey to the City for nominal consideration, a Privately Owned, Publicly-Accessible Open Space (POPS) easement over not less than 648 square metres and to provide public access for use by the general public, which surface easements shall include provisions for rights of support if necessary, and insurance and indemnification of the City by the owner, to the satisfaction of the Chief Planner and Executive Director, City Planning, and the City Solicitor. The owner shall own, operate, maintain and repair the POPS. The owner shall install and maintain a centralized sign on the proposed POPS, at its own expense, generally in accordance with the City of Toronto POPS Urban Design Guidelines. Members of the public shall be entitled to use the POPS 365 days a year, subject to temporary closures on terms and conditions being satisfactory to the Chief Planner and Executive Director, City Planning.
14. Prior to the issuance of the Site Plan Statement of Approval for the Market Site, the Owner shall convey to the City for nominal consideration, a 2.5 metre publicly

accessible pedestrian clearway across private property between the subject lands and 1545 Queen Street East (McDonald's site), to provide public access for use by the general public, generally within the area identified as "Pedestrian Walkway Easement for Public Access", with the specific location, configuration and design to be determined in the context of a site plan approval pursuant to Section 114 of the City of Toronto Act, 2006, as amended and, as applicable, Section 41 of the Planning Act, as amended, and secured in a Site Plan Agreement with the City.

15. The owner shall have the following three options to satisfy the City's parkland dedication requirement, subject to approval of the General Manager of Parks, Forestry and Recreation, as follows:
 - a) Option 1 - The owner shall satisfy the parkland dedication through cash-in-lieu of land contribution payable for the development at the time of issuance of first Above Grade Building Permit; or
 - b) Option 2 - The owner shall satisfy the entire 915 square metre parkland dedication requirement through an off-site dedication; or
 - c) Option 3 – The owner shall satisfy the parkland dedication through a combination of off-site parkland dedication and cash-in-lieu.
16. The owner shall advise the City in writing of its chosen option prior to the issuance of the first Building Permit;
17. For Options 2 or 3 above, the owner shall convey, which will be subject to acceptance by the General Manager, Parks, Forestry and Recreation, the off-site parkland dedication, to the City prior to the first Above Grade Building Permit for the site, delivered in Base Park condition, and meeting the requirements in Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City under the Planning Act (January 2015). The off-site parkland dedication requirements shall be secured in the Section 37 Agreement.
18. The owner shall provide the following, to the satisfaction of the General Manager, Transportation Services, Executive Director, Engineering and Construction Services, the Executive Director, Corporate Real Estate Services, the Chief Planner and Executive Director, City Planning Division, and the City Solicitor, in consultation with the Ward Councillor:
 - a) Enter into a financially secured agreement for the construction of any improvements to the municipal infrastructure, should it be determined that updates and road improvements are required to support the development, according to the Transportation Report accepted by the General Manager of Transportation Services and the Functional Servicing Report accepted by the Chief Engineer and Executive Director of Engineering and Construction Services;
 - b) Prior to any Site Plan Approval, the owner shall submit a plan detailing

improvements to the public realm to be implemented in support of the development, which will include, but not be limited to, details regarding hard and soft landscaping (including large shade trees), paving and curbing details, sidewalk treatment, outdoor seating, and cycling facilities, and TTC bus/streetcar shelters, located on both public and private lands;

- c) Prior to the earlier of any residential occupancy or registration of a condominium on any part of the subject site, including interim occupy associated with such condominium, design and construct the pedestrian crosswalk located between the subject site and the south side of Eastern Avenue, all to the satisfaction of the General Manager, of Transportation Services;
 - d) Complete the construction of the approved streetscape improvements required in Section 18 (a) – (c) above by no later than 1 years following the first residential or commercial occupancy of the Market Site;
 - e) Prior to the issuance of the first above grade building permit for the Market Site, provide a letter of credit in the amount of the cost of all works required in Section 18. (a) – (c) above. The letter of credit shall be indexed in accordance with Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan Area, reported quarterly by Statistics Canada in Building Construction Price Indexes Publication 3270058, or its successor.
19. The owner shall provide and maintain new indoor amenity space to the satisfaction of the Chief Planner and Executive Director, City Planning in order to provide for at least the following: a common room with at least one boardroom table; a fitness and exercise room; and a party room that will include a kitchenette and direct access to a washroom within the TCHC Building and Market Building;.
20. The owner shall make available all indoor and outdoor amenity spaces for the TCHC Building and Market Building to their respective residents without the need to pre-book or pay a fee, unless specifically required as customary practices for private bookings.
21. Prior to the issuance of the first above-grade building permit for any development, the owner shall design and construct, at no cost to the City, any required improvements to municipal infrastructure identified in the Functional Servicing and Stormwater Management Report, prepared by Counterpoint Engineering, dated November 27, 2019, and revised May 29, 2020, to the satisfaction of the Executive Director of Engineering and Construction Services and the General Manager of Transportation Services.
22. Prior to the issuance of any building permit, including shoring, piling, excavation, or foundation permit for either TCHC or Market Site, the owner shall submit a Construction Management Plan and Mitigation Strategy, to the satisfaction of the Chief Planner and Executive Director, City Planning, the General Manager, Transportation Services, and the Chief Building Official and Executive Director, Toronto Building, in consultation with the Ward Councillor and thereafter in support of the development,

will implement the plan during the course of construction. The Construction Management Plan will include, but not be limited to, details regarding size and location of construction staging areas, dates and significant concrete pouring activities, mitigation strategies to reduce the impact on adjacent residents including negative effects of safety lighting, construction vehicle parking locations, refuse storage, site security, site supervisor contact information, and any other matters deemed necessary.

23. The owner shall provide and maintain, at its sole expense, on-site pet amenities on the Market Site and TCHC Site with proper disposal facilities for the building residents including relief stations, to the satisfaction of the Chief Planner and Executive Director, City Planning Division.
24. The owner shall be financially responsible for all costs associated with the excavation, improvement, removal and/or relocation of any above or below-grade public or private utility resulting from the development of this property to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
25. The owner shall construct and maintain the development of the TCHC Building in accordance with Tier 2 performance measures of the Toronto Green Standard, and the owner will be encouraged to achieve Toronto Green Standard, Tier 3 or higher, where appropriate.
26. The owner shall construct and maintain the development of the Market Building in accordance with Tier 1 performance measures of the Toronto Green Standard, and the owner will be encouraged to achieve Toronto Green Standard, Tier 2 or higher, where appropriate.