

Update on the Jane Finch Community Hub and Centre for the Arts and Additional Terms for the City's Acquisition of a Portion of 2050 Finch Avenue from Metrolinx

Date: May 24, 2022

To: General Government and Licensing Committee

From: Executive Director, Corporate Real Estate Management, Executive Director, Social Development, Finance and Administration and General Manager, Economic Development and Culture

Wards: 7 - Humber River-Black Creek

SUMMARY

As directed by City Council through Item GL22.10, this report provides an update on the development of a framework for City-community collaboration and requests City Council direction for the next phase of work under a proposed development and implementation strategy for the Jane Finch Community Hub and Centre for the Arts (the "Hub").

This report also seeks City Council authorization for an amendment to the terms and conditions of the agreement of purchase and sale for the City's acquisition of a portion of the property municipally known as 2050 Finch Avenue (the "Property") from Metrolinx, as originally approved by City Council in May 2021 through Item GL22.10. The Property will still be conveyed to the City from Metrolinx for nominal consideration, and currently serves as a staging area for the Eglinton Crosstown West Extension project.

The Jane Finch Community Hub and Centre for the Arts Organizing Committee (the "Hub Organizing Committee") is a coalition of residents, grassroots groups, community leaders and organizers, and supporters committed to working in collaboration with the City to lead the pre-development phase of work for the Hub. The City, as a collaborator, recognizes and is mindful of past and current work undertaken by community members including residents, community agencies and local groups in and around the Jane Finch community. The work that the City will undertake, in partnership with Hub Organizing Committee, needs to build on and amplify the work that local community groups and resident movements have advanced over many years to make the Jane Finch community thrive and to plan for a better future.

Social Development Finance and Administration and Corporate Real Estate Management in consultation with Economic Development and Culture and City Planning, have been working closely with representatives from the Hub Organizing Committee since May 2021 to develop a framework for collaboration and an implementation strategy for a future Hub on the Property. This work builds on a 2019 feasibility study undertaken by the Jane Finch community and is aligned with the development of an inclusive complete community framework for the area under the Jane-Finch Initiative, as well as advancing recommendations contained in EX17.1, the "Towards Recovery and Building a Renewed Toronto" report.

RECOMMENDATIONS

The Executive Director, Corporate Real Estate Management, Executive Director, Social Development, Finance and Administration and General Manager, Economic Development and Culture recommend that:

1. City Council authorize the City to enter into an agreement of purchase and sale with Metrolinx for the acquisition by the City of a portion of the property known municipally as 2050 Finch Avenue West (the "Property"), shown on the sketch attached as Attachment A to the report (April 12, 2021) from the Executive Director, Corporate Real Estate Management (Item GL22.10), substantially on the terms set out in Attachment B to the report (April 12, 2021) from the Executive Director, Corporate Real Estate Management (GL22.10), and including:

- a) an environmental indemnity in favour of Metrolinx with respect to any costs, claims, liabilities or damages that may arise as a result of the condition of the Property existing on or prior to the date of closing;
- b) Overhead Catenary System Easement (major terms and conditions are set out in Attachment B to this report from the Executive Director, Corporate Real Estate Management); and
- c) payment of Metrolinx's costs, including legal fees, in connection with the transaction and the letter of intent,

with such revisions thereto and on such other or amended terms and conditions acceptable to the Executive Director, Corporate Real Estate Management, or their designate, and in a form acceptable to the City Solicitor.

2. City Council authorize the Executive Director, Corporate Real Estate Management and Director, Transaction Services to severally execute the agreement of purchase and sale and any other agreements in connection with the acquisition of the subject property on behalf of the City.

3. City Council request the Executive Director, Social Development, Finance and Administration, in collaboration with the General Manager, Economic Development and Culture, the Executive Director, Corporate Real Estate Management, and the Chief Executive Officer, Create TO and in consultation with the Chief Planner and Executive Director, City Planning, to commence the pre-development phase of the Jane Finch Community Hub and Centre for the Arts through the implementation strategy with the Hub Organizing Committee as outlined in the Terms of Reference contained in Attachment C of this report and to report back on outcomes of each phase and recommended next steps and resource requirements for the following phase, with the Phase 1 report by the third quarter of 2023.

4. City Council express its continued support for the Jane Finch Community Hub and Centre for the Arts and request City officials to determine an appropriate method of recognition.

FINANCIAL IMPACT

The City is responsible for all closing fees and all of other expenses, including legal fees and environmental related, due from or incurred by Metrolinx in connection with the City's acquisition of the Property. The total cost estimate is \$0.100 million (inclusive of Harmonized Sales Tax), subject to adjustments as approved by Executive Director, Corporate Real Estate Management. These costs will be funded from Corporate Real Estate Management's CCA226-01 Strategic Property Acquisitions account.

Funding to undertake Phase 1 deliverables of the pre-development phase for the Hub is included in the 2022 Operating Budgets for Social Development, Finance and Administration and Economic Development and Culture totaling \$0.100 million (gross and net).

Ongoing funding will be required for 2023 and future years, to support the delivery of the joint work program for Phases 2 and 3, which will be included in future annual budget submissions for consideration along with other City priorities.

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial implications as identified in the Financial Impact section.

EQUITY IMPACT STATEMENT

The Jane and Finch area is shaped by collective legacies of colonization of Indigenous peoples and land, histories of systemic anti-Black racism and discrimination, and the institutional marginalization of broader equity-deserving groups in the area. These legacies shape the health and overall life outcomes of Indigenous, Black, and equity-deserving community members.

The Jane Finch Community Hub and Centre for the Arts is an investment in community space that would support community leadership, civic participation, recreation, arts and culture for the residents of Black Creek and Glenfield-Jane Heights neighbourhoods identified as the Jane Finch community. The project was initiated by a collaboration of grassroots resident leaders, community organizations and community advocates in response to the locally identified need for more community spaces to address historical and structural service and investment gaps that have detrimentally impacted the Jane Finch area.

To ensure a successful development path for the Jane Finch Community Hub and Centre for the Arts, an inter-Divisional City staff working group has been assembled to work collaboratively with the Hub Organizing Committee. The collaboration of City staff and Hub Organizing Committee members will improve opportunities for trust to be built with the community as the development of the facility is realized. In addition, the Community Hub and Center for the Arts will advance a number of the City of Toronto's equity strategies and commitments including the Toronto Poverty Reduction Strategy, the Toronto Strong Neighbourhoods Strategy, the Toronto Action Plan to Confront Anti-Black Racism and the Divisional Strategy of Economic Development and Culture.

DECISION HISTORY

At its meeting of May 5, 2021, Toronto City Council authorized the City to enter into an agreement of purchase and sale with Metrolinx for the acquisition by the City of a portion of the property known municipally as 2050 Finch Avenue West substantially on the terms and conditions set out in Attachment B of the report, and for the appropriate City divisions, to work with the Jane-Finch Community Hub and Centre for the Arts Organizing Committee on the development of the implementation strategy for the proposed Jane-Finch Community Hub and Centre for the Arts.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2021.GL22.10>

At its meeting of June 29, 2020, Toronto City Council directed City Planning, Social Development, Finance and Administration and Economic Development and Culture to commence the Jane Finch Initiative, a collaborative community planning initiative and an associated community engagement process in the Jane Finch area. This process includes an assessment of community facility needs associated with future growth and any unmet needs of existing residents, aligned with priorities established in a community development plan and an area-based update to the Official Plan. The findings and recommendations of the Jane Finch Initiative will inform the pre-development phase of the Hub.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2020.EC12.1>

At its meeting of May 22, 2018, Toronto City Council authorized the grant of unqualified environmental indemnities in certain limited circumstances involving the purchase of low risk properties from a public agency.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2018.GM27.12>

At its meeting of January 31 and February 1, 2018, Toronto City Council adopted a recommendation from the Community Development and Recreation Committee requesting that Metrolinx consider designating a minimum of 32 meters deep setback from the Finch West Light Rail Transit Maintenance and Storage Facility on land fronting Finch Avenue West for community uses such as a combined community hub and centre for the arts.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2018.CD25.6>

At its meeting of December 9 and 10, 2015, City Council endorse six principles for the Maintenance and Storage Facility for the Finch LRT. City Council request Metrolinx to include these principles in the Request for Proposals for the Finch West LRT.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2015.MM11.23>

At its meeting of November 30, 2009, Toronto City Council adopted a recommendation from the Government Management Committee for the acquisition of properties related to the Transit City light transit rail projects on Finch Avenue West and Eglinton Avenue West.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2009.GM26.14>

COMMENTS

Update on the Jane Finch Community Hub and Centre for the Arts

City staff are actively negotiating the agreement of purchase and sale with Metrolinx for the acquisition of a portion of the property known municipally as 2050 Finch Avenue West as directed by City Council on May 5, 2021. As an aligned action to this direction, Corporate Real Estate Management and Social Development, Finance and Administration in consultation with City Planning and Economic Development and Culture, are working collaboratively with the Hub Organizing Committee to scope out an implementation strategy that includes a collaboration framework, a community engagement strategy and a funding opportunities strategy to support the pre-development phase of the Hub on the site located at 2050 Finch Avenue West. Table 1 below summarizes the status of the implementation areas to date. Table 2 below outlines the deliverables identified and agreed to within a joint work program to complete the pre-development phases of the proposed Jane Finch Hub and Centre for the Arts.

A Coordinating Table for the Jane Finch Community Hub and Centre for the Arts has been established to ensure ongoing collaboration between the City and the Hub Organizing Committee throughout the implementation of the joint work program. A Terms of Reference for the coordinating table has been confirmed and includes the following key areas: scope of work, role of each party, roles of the Hub Organizing Committee sub-tables connected to the Hub Organizing Committee, and a consensus building model. The Terms of Reference will be updated periodically to reflect changes within the implementation joint work program.

Table 1: Status of Implementation Strategy Actions

Implementation Areas	Status
Framework for Collaboration	<p>The City and the Hub Organizing Committee have reached consensus on a Terms of Reference for a Coordinating Table that will ensure the ongoing collaboration between the two parties throughout all the identified phases of pre-development. See Attachment C for more details.</p>
Community Engagement and Consultation Strategy	<p>The City and the Hub Organizing Committee have agreed on the following principles and components of a Community Participatory Engagement Plan to be implemented from the third quarter of 2022 and to the second quarter of 2023. Principles for the community engagement process include:</p> <ul style="list-style-type: none"> • Accessibility and inclusion; • Fostering growth and collaboration; • Diversity in culture, faith and ages; and • Community-owned and run. <p>The Community Participatory Engagement will prioritize an accountability and inclusive engagement process to ensure the participation of the residents of the Jane Finch Area. The community engagement process will inform the planning and design phase of pre-development. The City and the Hub Organizing Committee are in agreement that engagement and consultation are necessary and will occur throughout all the pre-development phases.</p>
Funding Opportunities	<p>The Hub Organizing Committee have secured a grant from the Metcalf Foundation to support research of hub operation models and engagement deliverables. The Hub Organizing Committee has identified additional resources required for 2022 for delivery of the Phase 1 joint work program to expand equitable and inclusive opportunities for civic participation to influence the design and implementation plan for the Hub.</p> <p>The Hub Organizing Committee has a preliminary budget for the first phase of pre-development and anticipates that they will require ongoing funding from 2023 to support ongoing community engagement, capacity building and delivery of Phase 2 and 3 deliverables. The City has identified \$0.100 million in resources to be provided in 2022 and has agreed to identify internal City resources and support the leveraging of external funding opportunities to support the pre-development phases of the Hub.</p>

Table 2: Joint Work Program Deliverables

Phase 1: Organizational Development	Phase 2: Planning and Design	Phase 3: Towards Implementation
<ul style="list-style-type: none"> • Community participatory engagement strategy • Organizational model for Hub development: options and recommendations • Updated Hub feasibility study • Commencement of funding opportunities and fundraising strategy • Joint work program for subsequent development phases 	<ul style="list-style-type: none"> • Updated programming model • Schematic design- Construction phasing study • Environmental studies • Capital budget and financing model • Fundraising for capital and operations • Establishing the Hub Development and Operation Organization 	<ul style="list-style-type: none"> • Launch Hub Development and Operation Organization • Planning approvals • Development process begins

The Hub Organizing Committee and the City of Toronto will work collaboratively to evaluate each phase of pre-development. In addition to evaluation, a progress report will be provided to the Jane Finch community.

Community Confidence and Trust

The Hub Organizing Committee envisions the Jane Finch Community Hub and Centre for the Arts as a facility that improves the well-being of community residents by fostering opportunities for local leadership and governance to ensure services and activities, and arts investment opportunities. The ongoing collaboration between the City of Toronto and the Hub Organizing Committee offers an opportunity to build trust with residents and community groups within Jane and Finch Area.

As a trust-building action through the pre-development process, the Hub Organizing Committee has asked the City of Toronto for a public acknowledgement. The public acknowledgment, directed to the Jane Finch community, will express the City's ongoing support and commitment to jointly work to deliver a community hub and centre for the arts for the residents and community members of Jane and Finch.

Amendment to the Terms and Conditions of the Agreement of Purchase and Sale

Since the Property was identified as a viable location for the Hub, the City and Metrolinx have negotiated terms in addition to the major terms set out in Item GL22.10, adopted by City Council on May 5, 2021. These additional terms that require City Council's approval include:

- An environmental indemnity in favour of Metrolinx; and
- An additional easement in favour of Metrolinx.

Item GM27.12, as adopted by City Council on May 22, 2018, requires that the City seek City Council authority in cases where the environmental risk of any property exceeds the Low Risk level as identified in Attachment A of this report and the City is to give indemnities for such environmental risk in favour of public bodies. Metrolinx has provided outdated environmental reports for the Property that must be updated. These reports do identify potential contamination on the Property but it is believed that such contamination can be addressed through the site redevelopment work without significant delay or cost to the City. Further environmental work will be completed following the completion of the Metrolinx work on the Property. Given the fact that Metrolinx is transferring the Property to the City for nominal value, Metrolinx is unwilling to accept any future liabilities related to environmental claims, and has requested that the City seek City Council authority to indemnify Metrolinx with respect to the environmental risk as a part of this acquisition.

Furthermore, the City will be acquiring the Property subject to an easement for utility poles in favour of Toronto Hydro and an Overhead Catenary System Easement in favour of Metrolinx as a part of this acquisition. These additional easements are required for the ongoing operations of Metrolinx's adjacent Maintenance and Storage Facility and will not materially impact the activation of the Property. The Property will still be conveyed to the City from Metrolinx for nominal consideration, and currently serves as a staging area for the Eglinton Crosstown West Extension project. See Attachment B for the major terms and conditions of the agreement of purchase and sale of the Property.

Next Steps

This report seeks City Council direction to implement a collaborative work program that will build on the preparatory work completed to date by the inter-Divisional City staff working group and the Jane Finch Community Hub and Centre for the Arts Organizing Committee and to report back on outcomes of the Phase 1 and recommended next steps and resource requirements for Phase 2 by the fourth quarter of 2023.

Phase 1 of the joint work program will begin in the third quarter of 2022. It will include the following next steps:

- Investment of City resources to contribute to the overall Phase 1 implementation,
- A joint community participatory engagement strategy;
- Research on options and recommendations on the organization model for the development of the community hub and centre for the arts;
- Update to the Hub feasibility study;
- Development and commencement of a funding opportunities and fundraising strategy; and
- Update to the joint work program for the subsequent phase of the pre-development work.

Staff will report back to General Government and Licensing Committee with a status update on Phase 1 deliverables by the third quarter of 2023. Following the completion of the Phase 1, this program and future phases will be transferred to CreateTO to lead, as the program transitions to Hub design, community consultation and construction.

CONTACT

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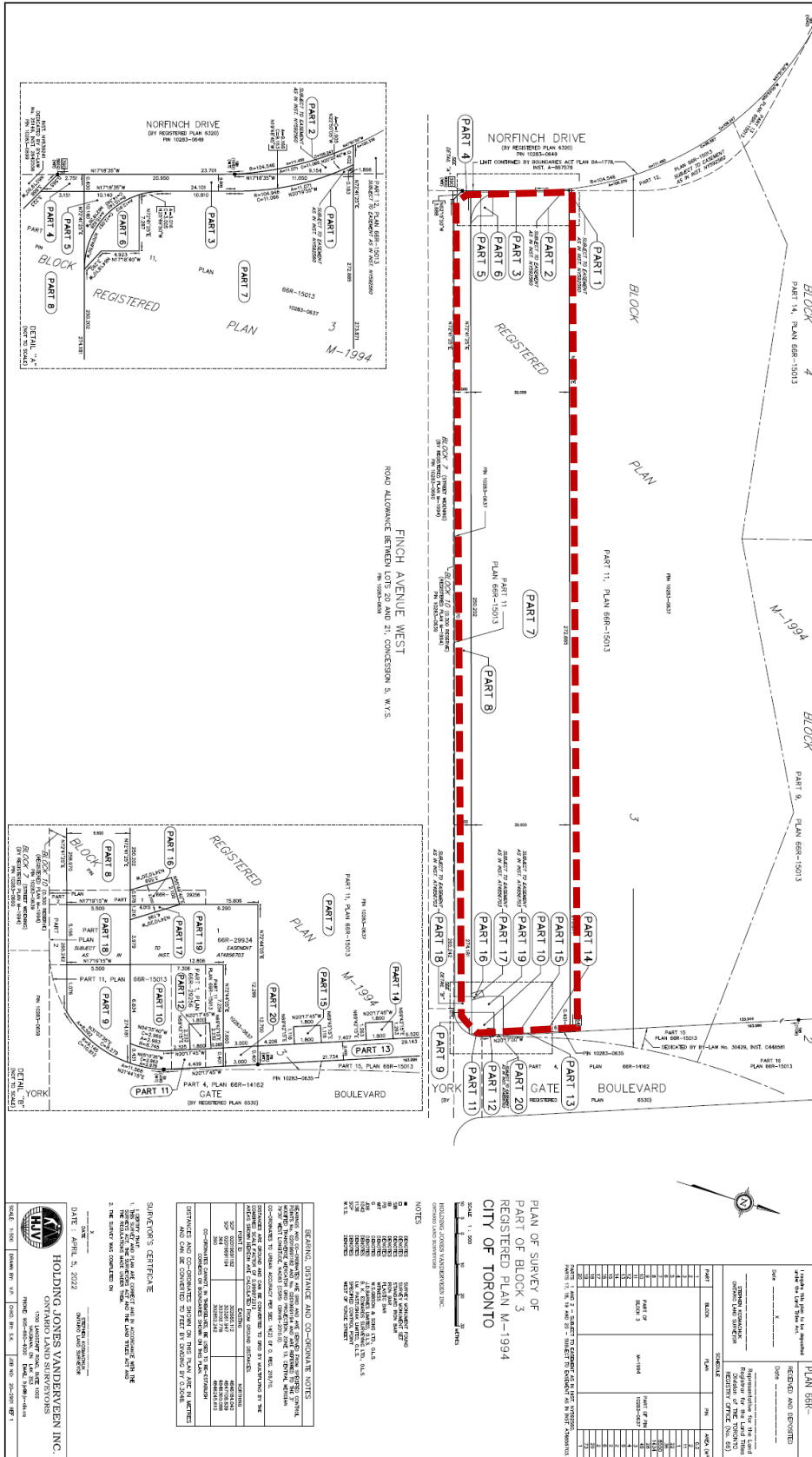
ATTACHMENTS

Attachment A - Property Profile

Attachment B - Major Terms and Conditions of the Agreement of Purchase and Sale of the Property

Attachment C - Terms of Reference - Coordinating Table for the Jane Finch Community Hub and Centre for the Arts

Attachment A - Property Profile



Attachment B - Major Terms and Conditions of the Agreement of Purchase and Sale of the Property

Permanent Easement: Overhead Catenary System

City Lands: Parts 1-20 as shown outlined in red on Attachment A of this report (referred to herein as the "City's Lands").

Consideration: Nominal

Easement Lands: in, on, under, over, through and across parts of the City's Lands more specifically Parts 12, 14, 15, 16, 17 shown on Attachment A of this report

Works: The construction, re-construction, installation, operation, maintenance and repairs of an overhead catenary system providing electrical power to the construction of the Finch West Light Rail transit project and all other works ancillary thereto, including, but not limited to, ducts, wires, cables, appurtenances, attachments, apparatus, markers, equipment, poles, supports, appliances, fixtures and other improvements which Metrolinx considered desirable from time to time in connection with the overhead catenary system, and all site grading, clearance, including all necessary removal of vegetation, relocation, reconstruction or demolition of buildings and any other structure at grade and/or above and below grade including the disconnection and/or reconnection of any utilities, ancillary and/or necessary to the works to be performed, together with the right of ingress and egress in, through and across the Easement Lands.

Non-Interference: The City shall not grant other easement in, on, over, under, through or across the Easement Lands without Metrolinx's prior written consent, acting reasonably. The City shall be responsible for any cost, expense or other damage that Metrolinx incurs as a result of the City or persons for whom it is responsible at law interferes with Metrolinx's rights under this Easement.

Indemnity: Metrolinx shall indemnify the City and those for whom the City is responsible at law from and against all claims arising out of any breach of this easement, except where such claim is the result of the negligence or wilful misconduct of the City.

Restoration: Upon termination of this Easement, Metrolinx shall return the Easement Lands to baseline condition, including remediating all environmental impacts to the Easement Lands and removing all hazardous substances arising from this Easement and the Works.

No Liens: Metrolinx shall make all payments due and owing and take all reasonable steps as may be necessary to ensure that no lien is registered on title to the Easement Lands or the Works. Metrolinx shall cause any registration to be discharged or vacated within 30 days after it is notified of the registration by the City.

Insurance: Metrolinx shall maintain, or shall cause to be maintained, at its sole cost and expense, commercial general liability insurance or wrap-up commercial general liability insurance with limits not less than \$10,000,000 per occurrence, and an aggregate limit of not less than \$10,000,000 during construction of the Works and following substantial

completion of the Works, Metrolinx shall maintain, or cause to be maintained commercial general liability insurance with limits not less than \$5,000,000.00 per occurrence. Liability coverage for completed operations hazards shall be provided for two years following substantial completion of the Works. The City shall be an additional insured.

Attachment C - Terms of Reference - Coordinating Table for the Jane Finch Community Hub and Centre for the Arts

Updated on May 6, 2022

1.0 Introduction

1.1.1 This Terms of Reference establishes the collaborative working agreement between the Jane-Finch Community Hub and Centre for the Arts Organizing Committee and the City of Toronto (herein referred to as the "Parties") by way of forming a Coordinating Table that would work towards realizing the community's vision for the Jane-Finch Community Hub and Centre for the Arts at 2050 Finch Avenue West (the "Property") through to the commencement of the construction phase. The objective of the Coordinating Table is to provide oversight to the planning and design for a range of uses – including a community hub, centre for the arts, open space, parkland, and other community or ancillary uses – on the whole of the Property along with the associated community engagement and community stewardship processes.

2.0 Background

2.1 Jane-Finch Community Hub and Centre for the Arts

2.1.1 The vision for the Jane-Finch Community Hub and Centre for the Arts is to build a space for excellence in one of the greatest resting places in the city that people call home for many reasons. Jane-Finch is a family-oriented community filled with richness, generational wisdom, and pride that builds on diversity and culture. The Jane-Finch Community Hub and Centre for the Arts will take a restorative approach in recognizing that there is a need for a space that is inclusive to all four corners of the community. The hub will focus on all generations, allowing everyone to embody a safe and holistic space. The Jane-Finch Community Hub and Centre for the Arts is an opportunity to geographically centre the vibrancy and admiration of which the Jane-Finch community is made. It will stand as a monument, a landmark of hope, where community members can unite and be empowered through gathering with one another.

2.1.2 The Jane-Finch Community Hub and Centre for the Arts is a product of the rich history of civic engagement and advocacy by the Jane-Finch community. In 2015, the Community Action Planning Group, a grassroots, resident-led and volunteer organization, identified the initial concept design for the Finch Light-Rail Transit Maintenance and Storage Facility (at 2050 Finch Avenue West) near the major intersection of Jane Street and Finch Avenue West as a missed opportunity and a reflection of poor planning. Over the next few years, they organized with their fellow residents, local groups, community organizations, and elected officials to improve the initial plans for the facility through a set of planning and design principles to secure community benefits. This advocacy resulted in Metrolinx making a commitment to reduce the footprint of the Maintenance and Storage Facility and to allocate a 32-metre setback along the entire frontage of the property on Finch West for future community use with the Jane-Finch Community Hub and Centre for the Arts as a community benefit.

2.1.3 From September 2017 to June 2019, the Jane/Finch Centre and Community Action Planning Group coordinated a comprehensive and inclusive engagement process to develop the vision, programming priorities, and concept design for the Jane-Finch Community Hub and Centre for the Arts with the Jane-Finch community. The resulting 2019 Feasibility Study outlines a clear vision for a community-driven, community-operated multipurpose facility that supports creative, social, recreational, and entrepreneurial programs for residents of the local neighbourhood and beyond.

2.1.4 It is important to recognize that this work to secure land and develop the Jane-Finch Community Hub and Centre for the Arts is a product of a long history of community benefits advocacy in Toronto, grounded in neighbourhoods (also identified as Neighbourhood Improvement Areas), such as Rexdale and Mount Dennis. This movement is inspired by the work done by Black, racialized, and working-class community advocates in the United States and rich Indigenous advocacy and community economic development initiatives in what we call Canada. The main goal of such community benefits advocacy is to ensure that there are tangible benefits to those negatively affected by new developments and to address existing inequalities. In this case, the Jane-Finch Community Hub and Centre for the Arts, as a product of community benefits advocacy, has an obligation to specifically provide benefits to those who face the disproportionate negative externalities of the Finch West Light-Rail Transit, such as the 60% of renters that will not benefit from increases in local land values, but will have to live with the increasing levels of unaffordability in the area. Additionally, the Jane-Finch Community Hub and Centre for the Arts has an obligation to provide specific benefits to those within the neighbourhood who have faced historical discrimination and inequalities, particularly Black, Indigenous, and people of colour. Given the history of Jane-Finch, the Jane-Finch Community Hub and Centre for the Arts must be committed to addressing anti-Black racism and ensuring the end result does its part in tackling the neglect and underinvestment that has resulted in the underdevelopment of the Jane-Finch community, which is made up of many different neighbourhoods.

2.1.5 This is not to say the community does not support the Finch West Light-Rail Transit; in fact, many local residents were fully supportive and actively advocated for the need for rapid transit in the community. However, we recognize that there are negative externalities of the transit project and the resulting spark in the real estate market that will heavily affect segments of the local population. As such, the Jane-Finch Community Hub and Centre for the Arts wants to ensure that specific benefits are made to help ease those pressures, while providing universal benefits to the geographical area.

2.2 Jane-Finch Community Hub and Centre for the Arts Organizing Committee

2.2.1 Following Metrolinx and the Province of Ontario's reversal of the decision to provide the land at a nominal fee in 2020, a coalition of community groups (including Community Action Planning Group), non-profit agencies and resident leaders came together to create the Jane-Finch Community Hub and Centre for the Arts Organizing Committee (Hub Organizing Committee).

2.2.2 The Hub Organizing Committee is a coalition of residents, grassroots groups, community leaders and organizers, and supporters that will be leading the next phase of the work. Hub Organizing Committee is firmly grounded in the view that the Jane-Finch
Update on Jane Finch Community Hub and City Acquisition of 2050 Finch Avenue

Community Hub and Centre for the Arts will continue to be led (designed, developed, owned and operated) by community leaders, local grassroots groups, residents, and community agencies with support from other non-profit organizations and local elected officials.

2.2.3 The mandate of the Hub Organizing Committee is to secure the transfer of land from Metrolinx and the Province of Ontario to the Jane-Finch community; steward the pre-development of the project; and establish an equitable community decision-making process for the design and function/programming, construction, operations and sustainability of the community hub based on work completed to date.

2.2.4 The Hub Organizing Committee is not intended to be the operational organization of the Jane-Finch Community Hub and Centre for the Arts or hold any long-term assets or liabilities for the Jane-Finch Community Hub and Centre for the Arts. Hub Organizing Committee work is focused on completing the design and build of the Jane-Finch Community Hub and Centre for the Arts, developing a business and sustainability plan for the Jane-Finch Community Hub and Centre for the Arts, building the organizational structure of the Hub Organizing Committee, establishing and incubating the Jane-Finch Community Hub and Centre for the Arts operational organization, and implementing a transition plan in which the Jane-Finch Community Hub and Centre for the Arts Operational Organization will manage and maintain the Jane-Finch Community Hub and Centre for the Arts.

2.2.5 The organizational structure of the Hub Organizing Committee is closely related to that of a collective impact project structure, which typically involves a coalition of organizations that work together to advance a particular goal that would benefit all members.

2.2.6 In 2021, after considerable community advocacy, Metrolinx and the Province of Ontario honoured their commitments to the Jane-Finch community by confirming that they would transfer the land to the City of Toronto to hold in trust for the development of the Jane-Finch Community Hub and Centre for the Arts.

2.3 City of Toronto

2.3.1 The Finch West Light-Rail Transit is an 11-kilometre surface transit line that will run along Finch Avenue West from Keele Street to Humber College at Highway 27. Once completed (estimated for 2023), the line will be operated by the Toronto Transit Commission as Line 6 – Finch West. The Finch West Light-Rail Transit project was initiated in 2009 under the Toronto Transit Commission with the project later assumed by Metrolinx, resulting in the acquisition of a vacant lot west of Yorkgate Mall for the Maintenance and Storage Facility. The Property was chosen over other locations because it was on Finch Avenue West and for its proximity to Jane Street, which was also being considered for a light rail transit line.

2.3.2 In June 2020, City Council directed staff to commence the Jane Finch Initiative (JFI), which is undertaking resident and business engagement in planning for the future of the area and looking at how best to leverage the investment in light rail transit for the benefit of local communities. The goal of the Jane Finch Initiative is to develop an

integrated plan for the area that advances social equity and economic inclusion for current and future residents, encourages the appropriate kinds of growth and development in the area, and guides investment in community improvements. Access to community space is a key priority that has been identified by residents through the Jane Finch Initiative.

2.3.3 The acquisition of the Property and the development of the Jane-Finch Community Hub and Centre for the Arts align with the City of Toronto's work under a) the Strong Neighbourhoods Strategy; b) the development of a complete community framework for the area under the Jane Finch Initiative; c) the Community Benefits Framework, a poverty reduction initiative that aims to gain community benefits for low-income residents through private and public development opportunities; and d) recommendation 36 from the Toronto Office of Recovery and Rebuild, as set out in a November 2020 report to City Council, EX17.1, "Towards Recovery and Building a Renewed Toronto", which calls for improved access to space for not-for-profit groups and vulnerable community agencies in neighbourhoods outside the downtown core.

2.3.4 On May 5, 2021, City Council directed Corporate Real Estate Management, in consultation with Social Development Finance and Administration, CreateTO, and the appropriate City divisions, to work with the Hub Organizing Committee on the development of the implementation strategy for the proposed Jane-Finch Community Hub and Centre for the Arts and report back to City Council in the first quarter of 2022 on a collaborative work program that would include: a) establishing a framework for collaboration (such as terms of reference); b) collaboratively working to identify funding opportunities to support the pre-development phase; c) developing a joint Community Engagement and Consultation strategy; and d) developing a joint plan for the subsequent phase of the development.

3.0 Coordinating Table

3.1 Roles

3.1.1 The role of the Coordinating Table is to ensure the priorities and obligations of both the Hub Organizing Committee and City of Toronto are jointly planned, coordinated, and fulfilled in the process of carrying out the detailed design and development of the Jane-Finch Community Hub and Centre for the Arts.

3.1.2 The role of the Hub Organizing Committee is to ensure an inclusive, well-informed development process led by the Jane-Finch community, resulting in tangible benefits to residents disproportionately (negatively) affected by the Finch West Light-Rail Transit development and residents who face historic disenfranchisement and discrimination. Additionally, the Hub Organizing Committee has an obligation to ensure the development of a community-driven operational organization for the Jane-Finch Community Hub and Centre for the Arts.

3.1.3 The role of the City of Toronto is to consult with residents and businesses in the planning of the Jane-Finch Community Hub and Centre for the Arts with respect to any investment of City resources in lands and facilities; to work with the Hub Organizing Committee to incorporate the findings and recommendations as appropriate from the

Jane Finch Initiative into the detailed design of the Jane-Finch Community Hub and Centre for the Arts and the surrounding public realm; to address Official Plan and other policy requirements; to fulfill any legal, legislative, or regulatory requirements; to generally pursue the direction set by City Council in advancing the design and development of the Jane-Finch Community Hub and Centre for the Arts; and to seek renewed City Council direction as necessary to enable future phases of work aligned to an updated work program to be agreed upon by the Coordinating Table.

3.1.4 The Parties at the Coordinating Table agree to respect each party's obligations and priorities and work together to fulfill them and the deliverables identified in the Scope of Work Section of this document. It is through this process, a process of mutual respect, that the Parties will ensure the responsible development of the Jane-Finch Community Hub and Centre for the Arts.

3.2 Scope of Work

3.2.1 The City of Toronto and the Hub Organizing Committee agree to work together to coordinate the detailed design and development of the Jane-Finch Community Hub and Centre for the Arts up until the commencement of construction of the Jane-Finch Community Hub and Centre for the Arts and/or the successful transition of the operation to a Jane-Finch Community Hub and Centre for the Arts Operational Organization. The deliverables of this collaborative work include, but are not limited to:

- Developing a collaborative work program (to be updated for each phase of work)
- Developing a community engagement strategy (to be updated for each phase of work)
- Undertaking background research on organizational development, with options and recommendations for both the organizational, governance, and business structure as well as the development model for the Jane-Finch Community Hub and Centre for the Arts
- Updating the needs assessment for the Jane-Finch Community Hub and Centre for the Arts, informed by the work of the Jane Finch Initiative
- Overseeing the development of a design/construction plan
- Fulfilling Jane-Finch Community Hub and Centre for the Arts planning approvals
- Creating a funding strategy and raising the necessary funds for the design and Capital Build of the project
- Establishing the Jane-Finch Community Hub and Centre for the Arts Operational Organization (the entity which will operate the Jane-Finch Community Hub and Centre for the Arts)
- Developing and implementing transition planning for the Jane-Finch Community Hub and Centre for the Arts Operational Organization

3.2.2 The process of this work is grounded in community engagement, leadership, and decision-making. Each of the activities listed above requires significant community engagement to fulfill the obligation of the Hub Organizing Committee. Therefore, community engagement is seen as a fundamental process that is to be mainstreamed in all of this work and not listed as a separate independent activity.

3.3 Structure and Membership

3.3.1 The City of Toronto and the Hub Organizing Committee will participate in a Coordinating Table, which would meet as needed (minimally once each quarter). The purpose of the Coordinating Table meetings is to update on the progress of the Jane-Finch Community Hub and Centre for the Arts work (with tasks being done independently by the separate Parties) and to work collectively on tasks requiring both Parties. The ultimate goal is to achieve the deliverables identified in the Scope of Work section of this agreement.

3.3.2 The Hub Organizing Committee will continue to chair the Coordinating Table, with support provided by City of Toronto.

3.3.3 The Coordinating Table will have the following membership:

City of Toronto - Representatives from Social Development, Finance and Administration, Corporate Real Estate Management, CreateTO, and City Planning with participation from representatives of other divisions (such as Economic Development and Culture) as needed. The City of Toronto will designate representatives to attend ongoing Coordinating Table meetings. Hub Organizing Committee will designate representatives to attend ongoing Coordinating Table meetings.

3.3.4 The Coordinating Table may strike add Hub Organizing Committee sub-tables to complete specific tasks as needed. These sub-tables will consist of both City of Toronto staff and Hub Organizing Committee members and will support specific deliverables delegated to them via the Coordinating Table, but will not make any final decisions without approval from the Coordinating Table.

3.4 Roles and Responsibilities

3.4.1 Roles of the Hub Organizing Committee:

- Lead community engagement activities
- Lead community development related to the Jane-Finch Community Hub and Centre for the Arts (resident leadership, information development, etc.)
- Research and develop Jane-Finch Community Hub and Centre for the Arts organizational, governance, and business structures
- Work with the City of Toronto to fulfill any planning approvals
- Fundraise for the pre-development and construction phases of the project
- Work with the City of Toronto to establish the Jane-Finch Community Hub and Centre for the Arts Operational Organization
- Work with the City of Toronto to develop and implement a transition plan for the Jane-Finch Community Hub and Centre for the Arts Operational Organization
- Work with the City of Toronto to build the Jane-Finch Community Hub and Centre for the Arts Operate as the bridge between the City of Toronto and the Jane-Finch community

3.5 Consensus-Based Approach

3.5.1 During each stage of this work, the City of Toronto and Hub Organizing Committee will establish a work plan that outlines the commitments of the Parties for the next phase of work. It is acknowledged that City of Toronto staff can operate only within the parameters of decisions made by the City Council and that renewed City Council direction will be required for each phase of work. The Parties at the Coordinating Table will work on a consensus-based process (outlined below) on how to achieve those commitments. For matters that go beyond City Council direction, City of Toronto staff will act in an advisory role and Hub Organizing Committee will make the ultimate decisions unless stipulated in another agreement outside of this Terms of Reference (i.e. a funding agreement). This process will ensure that City of Toronto staff is fulfilling City Council direction, but allows Hub Organizing Committee to have independent control over its community process (e.g. the depth of community engagement, research, and consultation).

3.5.2 The Coordinating Table will use a consensus-based approach. This approach aims to bring the group to a mutual agreement by addressing all concerns. It does not require unanimity. Consensus can take longer than other processes, but fosters creativity, cooperation, and commitment to final decisions.

3.6 Meeting Format

3.6.1 The Parties agree to be courteous, listen actively, and respect the opinions of others. Active listening means withholding judgment, striving to understand, and being open to influence.

3.6.2 Hub Organizing Committee and City of Toronto will share responsibilities for Coordinating Table meetings, including:

- Developing the agenda
- Setting the frequency of meetings - At a minimum quarterly, and at the call of either the Hub Organizing Committee and City of Toronto as needed
- Ensuring updates and feedback from any sub workgroup (i.e., those independently convened by the Hub Organizing Committee or the City of Toronto) are included in the agenda
- Ensuring follow up from previous meetings
- Maintaining communication within the coordinating Table and managing the membership list
- Ensuring minutes from meetings are distributed two weeks in advance of the next meeting
- Establishing a minute taker for each meeting
- Providing timely information for meetings and items requiring action

3.7 Conflict Mediation

3.7.1 Conflict can be a normal part of collaboration. The Coordinating Table will seek to find creative resolutions to any conflicts between the Parties. Conflicts will be negotiated with openness, respect, mutual understanding, and if needed, in the spirit of

compromise. If a conflict cannot be resolved through informal collaboration and negotiation, a mutually agreed-upon mediator will be identified.