

**City of Toronto**

**By-law No. \_\_\_\_\_-2022**

**To amend Railway Lands Central By-law No. 1994-0806, as amended, of the former City of Toronto with respect to lands municipally known in 2021 as 315 and 325 Front Street West.**

Whereas authority is given to Council by 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 such provisions relating to the authorization of increases in height and density of development; and

Where pursuant to Section 37 of the *Planning Act*, as it read the day before Section 1 of Schedule 17 to the *COVID Economic Recovery Act, 2020*, S.O. 2020 c. 18 came into force, 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*, as it read the day before Section 1 of Schedule 17 to the *COVID Economic Recovery Act, 2020*, S.O., c 18 came into force, provides that where an owner and authorized agent of land elects to provide facilities, services and matters in return for an increase in the height or 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 of the aforesaid Lands by By-law 1994-0806, as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured in one or more agreement between the owner of the land and the City of Toronto.

The Council of the City of Toronto enacts:

1. Pursuant to Section 37 of the *Planning Act*, and subject to compliance with this By-law, the increase in *height* and density of development is permitted beyond that otherwise permitted on the lands shown on Map 1, attached to 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 Appendix 1 of this By-law and which are secured by one or more agreements pursuant to Section 37(3) of the *Planning Act* that are in a form and registered on title to the lands, to the satisfaction of the City Solicitor.

2. Where Appendix 1 of this By-law requires the owner to provide certain facilities, services or matters and enter into an agreement prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of same.
3. The owner shall not use, or permit the use of, a building or structure erected with an increase in height or density pursuant to this By-law unless all provisions of Appendix 1 of this By-law are satisfied.
4. The lands subject to this By-law comprise the *lot* delineated by heavy black lines as shown on Exception Map 1 (Lot Area Boundary) attached to this By-law;
5. Except as otherwise provided herein, the provisions of By-law 1994-0806, as amended, shall continue to apply to the *lot* as shown on Exception Map 1 attached to this by-law;
6. By-law No. 1994-0806, being “A By-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses and erection and use of certain buildings and structures in various areas of the *Railway Lands – Central*” is amended by:
  - (a) the addition of Exception Map 1 (Lot Boundary) in respect of the *lot*;
  - (b) amending District Map 50G-322 Appendix “A” in respect of the *lot* as shown on Exception Map 2 attached to this By-law by redesignating the *lot* from ICD7N7 to CR(h);
  - (c) amending Height and Minimum Lot Frontage Map 50G-322 Appendix “B” in respect of the *lot* as shown on Exception Map 3 attached to this By-law;
  - (d) the addition of Exception Map 3 (Building Envelope, Height, Tower Location, Setback, Map) in respect of the *lot*;
  - (e) the addition of Exception Map 3a - Phase 1 Building Envelope, Height and Setback Map) in respect of Phase 1 on the *lot*;
  - (f) the addition of Exception Map 4 (Phasing and Privately Owned Publicly-Accessible Open Space) in respect of the *lot*;
  - (g) the addition of Exception Map 4a (Interim Phasing) in respect of the *lot*;
7. None of the provisions of **SECTION 2 - DEFINITIONS AND INTERPRETATION** of By-law 1994-0806 , as amended, with respect to the definitions of *bicycle parking space*, *bicycle parking space - occupant*, *bicycle parking space - visitor*, *grade*, *height*, , *lot*, *non-residential gross floor area*, *parking space*, and *residential gross floor area*, shall apply to prevent the erection and use of a *mixed-use building*, a *non-residential building*, a *temporary sales office* and uses *accessory* thereto on the *lot*, provided that:
  - (a) the *lot* comprises at least the lands delineated by heavy lines as shown on Exception Map 1 attached to this By-law;

## Density

- (b) **SECTION 7 - CR DISTRICTS REGULATIONS APPLYING TO CR DISTRICTS - PART I - DENSITY** of By-law 1994-0806, is amended, by adding Exception 5 as follows:

**5. EXCEPTION: RESIDENTIAL GROSS FLOOR AREA AND NON-RESIDENTIAL GROSS FLOOR AREA** on the *lot* as shown on Exception Map 1 attached to this By-law as follows:

- (a) the total maximum permitted combined *residential gross floor area* and *non-residential gross floor area* on the *lot* shall not exceed 340,430 square metres of which:
- (i) the maximum permitted *residential gross floor area* shall be 66,830 square metres; and
- (ii) a minimum of 100,000 square metres of *non-residential gross floor area* and a maximum permitted *non-residential gross floor area* shall be 273,592 square metres;

## Dwelling Units

- (c) *dwelling units* shall include:
- (i) a minimum of ten percent (10 percent) of the total number of *dwelling units* shall be three bedrooms or more; and
- (ii) a minimum of fifteen percent (15 percent) of the total number of *dwelling units* shall be two bedrooms;

## Phasing

- (d) the lands may be developed in two phases consisting of the portions of the building located within the areas designated as *Phase 1* and *Phase 2* generally as shown on Exception Map 4 attached to this By-law as follows:
- (i) *Phase 1* shall include:
- A. towers A, B and C, and building E;
- B. egress walkway part 1;
- C. a child care centre within building E; and
- D. interim structures and elements including a staircase, walkway and enclosed loading space, in the area within the Phase 2 lands identified as Interim Phase on Exception Map 4a attached to this By-law;

- (ii) *Phase 2* shall include:
  - A. tower D and building F;
  - B. egress walkway part 2; and
  - C. *privately owned publicly-accessible open space* (POPS) as shown on Exception Map 4 attached to this By-law;
- (iii) notwithstanding Section 7 (d) (i) and (ii) above, the *existing building* situated within the shaded area on Exception Map 4a attached to this By-law, shall be permitted during *Phase 1* of the development, and none of the provisions of this By-law shall prevent the use of such *existing building* for any purposes prohibited by this By-law if such *existing building* was lawfully used for such purpose on the date of the passing of this By-law, so long as it continues to be used for that purpose.

#### **Additional Permitted uses**

- (e) in addition to the uses permitted in **SECTION 5 - USE DISTRICTS (1) (f) PERMITTED USES** of By-law 1994-0806, as amended, the following additional uses shall be permitted on the *lot*:
  - (i) *a temporary sales office, car share, a commercial parking garage, an open air market, and an outdoor patio;*

#### **Limitations on uses**

- (f) notwithstanding **SECTION 5 - USE DISTRICTS (1) (f) PERMITTED USES** of By-law 1994-0806, as amended, the following uses shall not be permitted on the *lot*:
  - (i) *automobile service and repair shop, automobile service station; cold storage locker plant, and motor vehicle repair shop Class A; and*
  - (ii) residential uses identified in Section 5(1)(f)(a) shall not be permitted in the *Phase 2* area of the *lot*, as shown on Exception Map 4 attached to this By-law.

#### **Rail Corridor Setback- Use Restrictions**

- (g) notwithstanding **SECTION 5 - USE DISTRICTS (1) (f) PERMITTED USES** of By-law 1994-0806, as amended, and Sections 7 (e) and (f), above, the following uses shall not be permitted within the portion of any building or structure situated with the area identified as Rail Corridor Setback on Exception Maps 3 and 3a, from a height of 16.1 metres to a height of 22.1 metres as measured from *grade*:

- (i) *dwelling units*;
- (ii) child care centre; and
- (iii) office, save and except low occupancy uses such as storage, lunch rooms and meeting rooms;

### **Holding Symbol**

- (h) Despite Section 7 (e), (f) and (g) above, until such time as Exception Map 2, attached to this By-law has been amended to remove the "h" HOLDING SYMBOL, from all or any part of the *lot*, the following uses shall be permitted:
  - (i) those uses and *existing buildings* on the *lot* on the date of the passing of this By-law; and
  - (ii) those uses permitted within the IC District at set out in Section 5 of By-law 1994-0806, as amended.
- (i) Lands zoned with an "h" HOLDING SYMBOL shall not be used for any purpose other than as provided in Section 7 (h) above until the "h" HOLDING SYMBOL has been removed. Any amending by-law to remove the "h" HOLDING SYMBOL in whole, or in part shall be enacted by City Council when the following matters have been provided, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor:
  - (i) The Owner shall satisfy the following requirements at no cost to the City:
    - A. the Owner shall provide a Functional Servicing and Stormwater Management Report (the "Report") in respect of the development of the subject lands, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services; and
    - B. The owner has entered into one or more agreements with the City, pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c.P.13 and registered said agreement or agreements in priority against title to the lands shown on Map 1 attached hereto, to the satisfaction of the City Solicitor, securing the matters set out in Appendix 1, Section 8(x) of this By-law
  - (ii) The Owner shall provide to the City design drawings for the replacement of the existing expansion joint within the Blue Jays Way Bridge (the "Expansion Joint Work") at the proximate south end of the subject lands where a new driveway providing access to and egress from the site is to be located as a part of the development, to the satisfaction of the Chief

Engineer and Executive Director, Engineering and Construction Services and General Manager, Transportation Services;

- (iii) The Owner shall paid to the City all costs related to the Expansion Joint Work, to the satisfaction of the Chief Engineer, and Executive Director Engineering and Construction Services, the General Manager, Transportation Services and the City Solicitor;
- (iv) The City has acquired all approvals and/or consents from the necessary authorities and entities respecting the Expansion Joint Work, at no cost to the City and to be fully funded by the Owner, to the satisfaction of the Chief Engineer, and Executive Director Engineering and Construction Services, the General Manager, Transportation Services and the City Solicitor; and
- (v) The Owner has entered into all agreements required by the City and applicable legislation respecting the Expansion Joint Work, to the satisfaction of the Chief Engineer, and Executive Director Engineering and Construction Services, the General Manager, Transportation Services and the City Solicitor.

## **Height**

- (j) notwithstanding **SECTION 4 (3) - HEIGHT REGULATIONS APPLYING TO ALL USE DISTRICTS - HEIGHT LIMITS BUILDINGS AND STRUCTURES**, of By-law 1994-0806, as amended, no portion of any building or structure on the *lot* shall have a greater *height* in metres than the *height* limits specified by the number following the "H" symbol as shown on Exception Map 3 attached to this By-law with the exception of the following:
  - (i) elements on the roof of a building or structure such as *green roof* technology and related materials, air intakes, garbage shutes, stair, stair enclosures, ventilating equipment, vents, stacks and mechanical fans may project above the *height* limits to a maximum of 3.5 metres;
  - (ii) equipment used for the functional operation of a building such as; elevator overruns, structures and elements on the roof of the building used for green energy and renewable energy facilities and chimneys may project above the *height* limits to a maximum of 5.5 metres;
  - (iii) guard rails, railings, parapets and access hatches may project above the *height* limits to a maximum of 2.5 metres for Towers A and B and 4.0 metres for Towers C and D as shown on Map 3 attached to this By-law;
  - (iv) structures or elements on rooftop amenity terraces and childcare outdoor play areas such as; partitions dividing outdoor amenity or recreation spaces, storage structures, pergolas, trellises and other structures and

elements providing safety or wind protection may project above the *height* limits to a maximum of 4 metres;

- (v) lightning rods, window washing equipment and telecommunications equipment may project above the *height* limits to a maximum of 6 metres; and
- (vi) on Towers C and D, architectural features situated within the areas shown on Map 3 and consisting of non-habitable space and associated window washing equipment may project above the *height* limits to a maximum of 35 metres provided that for Tower C the architectural feature does not project beyond a *height* of 263 metres and for Tower D the architectural feature does not project beyond a *height* of 304 metres;

### **Heights - Interim Phase**

- (k) notwithstanding Section 7(j) above during *Phase 1* of the development no portion of any building or structure within the area identified as *Interim Phase* on Exception Map 4a attached to this By-law, shall have a greater *height* in metres than the *height* limits specified by the number following the "H" symbol on Exception Map 3a attached to this By-law, with the exception of the following:
  - (i) guard rails, railings, parapets, ventilating equipment, vents and structures and elements used for *green roof* technology, may project above the *height* limits to a maximum of 3.5 metres; and
  - (ii) structures or element providing safety or wind protection, stair and stair enclosures may project above the *height* limits to a maximum of 4 metres;

### **Building Envelope**

- (l) notwithstanding **SECTION 7 - CR DISTRICTS REGULATIONS APPLYING TO CR DISTRICT - PART II SETBACKS**, of By-law 1994-0806, as amended, no portion of any building or structure above grade on the *lot* shall be located otherwise than wholly within the areas delineated by heavy lines on Exception Map 3 attached to this By-law, with the exception of the following:
  - (i) lighting fixtures, canopies, window washing equipment, railings, privacy screens, planters, balustrades, bollards, stairs, escalators and associated enclosures, awnings, fences, underground garage ramps including associated enclosures and structures, walls and safety railings, trellises, guards, guardrails, retaining walls, wheel chair ramps, bicycle parking facilities, and outdoor recreation features, band shells, ornamental or architectural features, landscape features, and art installations;
  - (ii) cornices, sills, and eaves to a maximum of 4.5 metres;

- (iii) balconies to a maximum projection of 1.8 metres; and
- (iv) within the area shown as non-habitable architectural feature on Towers C and D as shown on Exception Map 3 attached to this By-law, architectural features consisting of “non-habitable space” may have a maximum projection of 5.0 metres.

### **Building Envelope - Interim Phase**

- (m) notwithstanding Section 7 (l) above, during *Phase 1* of the development no portion of any building or structure within the area identified as *Interim Phase* on Exception Map 4a attached to this By-law, shall be located otherwise than wholly within the areas delineated by heavy lines on Exception Map 3a attached to this By-law, with the exception of the following:
  - (i) lighting fixtures, canopies, railings, planters, balustrades, bollards, stairs, escalators and associated enclosures, awnings, fences, retaining walls, safety railings, trellises, guards, guardrails, wheel chair ramps, bicycle parking facilities and outdoor recreation features, ornamental or architectural features, landscape features and art installations.

### **Parking**

- (n) notwithstanding **SECTION 4 SUBSECTION 5 - PARKING SPACES WHEN REQUIRED, NUMBER, LOCATION AND TYPE**, of By-law 1994-0806, as amended, *parking spaces* shall be provided and maintained on the *lot* in accordance with the following requirements:
  - (i) a *parking space* shall have the following minimum dimensions:
    - A. length of 5.6 metres;
    - B. width of 2.6 metres;
    - C. vertical clearance of 2.0 metres; and
    - D. the minimum width in B. above shall be increased by 0.3 metres for each side of the *parking space* that is obstructed according to (ii) below;
  - (ii) the side of a *parking space* is obstructed if any part of a fixed object such as a wall, column, bollard, fence or pipe is situated:
    - A. within 0.3 metres of the side of the *parking space*, measured at right angles;



- B. more than 1.0 metre from the front or rear of the *parking space*; and
  - C. a maximum of 15% of the required *parking spaces* may be obstructed on one or two sides without the requirement to increase the minimum width by 0.3 metres;
- (iii) a minimum of 0.17 *parking spaces* per *dwelling unit* shall be provided for residents of the *dwelling units*;
  - (iv) a minimum of 0.2 *parking spaces* per 100 square metres of office floor area shall be provided for the office uses;
  - (v) no parking is required for retail uses;
  - (vii) a minimum of 0.4 *parking spaces* per 100 square metres of gross floor area for the child care centre, plus 6 short-term parking spaces, shall be provided for a child care centre;
  - (viii) a minimum of 2 *car-share parking spaces*; and
  - (x) if the calculation of the number of required *parking spaces* results in a number with a fraction, the number is rounded down to the nearest whole number, but there may not be less than one *parking space*;

### **Accessible Parking**

- (o) accessible *parking spaces* shall be provided and maintained on the *lot* in accordance with the following requirements:
  - (i) an accessible *parking space* shall have the following minimum dimensions:
    - A. length of 5.6 metres;
    - B. width of 3.4 metres; and
    - C. vertical clearance of 2.1 metres;
  - (ii) the entire length of an accessible *parking space* must be adjacent to a 1.5 metre wide accessible barrier free aisle or path;
  - (iii) accessible *parking spaces* shall be provided as follows:
    - A. if the number of required *parking spaces* is 100 or fewer a minimum of 1 *parking space* for every 25 *parking spaces* or part thereof shall be provided as an accessible *parking space*; and
    - B. if the number of required *parking spaces* is more than 100, a minimum of 5 *parking spaces* plus 1 *parking space* for every 50

*parking spaces* or parts thereof in excess of 100 *parking spaces*, shall be provided as an accessible *parking space*;

### **Loading**

- (p) notwithstanding **SECTION 4 SUBSECTION 6 - LOADING SPACES WHEN REQUIRED, NUMBER, LOCATION AND TYPE**, of By-law 1994-0806, as amended, loading spaces shall be provided and maintained on the *lot* in accordance with the following requirements:
- (i) A minimum of 15 loading spaces shall be provided and maintained for all uses permitted on the *lot* at such time as the development for both *Phase 1* and *Phase 2* are completed as follows:
- A. 1 *loading spaces - type A*;
  - B. 5 *loading spaces - type B*;
  - C. 8 *loading spaces - type C*; and
  - D. 1 *loading space - type G*;

### **Loading - Phase 1**

- (q) Notwithstanding Section 7 (p) above, in the event of a phased development, loading spaces shall be provided and maintained on the *lot* for the *Phase 1* portion of the development, until such time as *Phase 2* is completed, in accordance with the following requirements:
- (i) A minimum of 9 loading spaces shall be provided and maintained on the *lot* during *Phase 1* as follows:
- A. 3 *loading spaces - type B*;
  - B. 5 *loading spaces - type C*; and
  - C. 1 *loading spaces - type G*;

### **Amenity Space**

- (r) notwithstanding **SECTION 4 SUBSECTION 7 - RESIDENTIAL AMENITY SPACE**, of By-law 1994-0806, as amended, *residential amenity space* shall be provided and maintained on the *lot* in accordance with the following:
- (i) a minimum of 1550 square metres of indoor *residential amenity space*;
  - (ii) a minimum of 1660 square metres of outdoor *residential amenity space*; and
  - (iii) no more than 25% of the outdoor *residential amenity space* may be a green roof.

### **Privately Owned Publicly-Accessible Open Space (POPS)**

- (s) two *privately owned publicly-accessible open spaces* with a minimum area of 200 square metres and 400 square metres shall be provided at the finished ground level in the areas generally as shown on Exception Map 4 attached to this By-law;

### **Bicycle Parking**

- (t) notwithstanding **SECTION 4 SUBSECTION 8 - BICYCLE PARKING SPACES AND SHOWER - CHANGE FACILITIES WHEN REQUIRED, NUMBER, LOCATION AND TYPE RESIDENTIAL**, of By-law 1994-0806, as amended, *bicycle parking spaces* shall be provided and maintained on the *lot* in accordance with the following:
- (i) a *bicycle parking space* shall have the following minimum dimensions:
    - A. length of 1.8 metres;
    - B. width of 0.6 metres; and
    - C. vertical clearance from the ground of 1.9 metres;
  - (ii) a *bicycle parking space* if placed in a vertical position on a wall, structure or mechanical device shall have the following minimum dimensions:
    - A. length or vertical clearance of 1.9 metres;
    - B. width of 0.6 metres; and
    - C. horizontal clearance from a wall of 1.2 metres;
  - (iii) if a *stacked bicycle parking space* is provided, the minimum vertical clearance for each *bicycle parking space* is 1.2 metres and the minimum width is 0.45 metres;
  - (iv) an area used to provide bicycle parking must have a minimum vertical clearance of:
    - A. 2.4 metres if it is a *stacked bicycle parking space*; and
    - B. 1.9 metres in all other cases;
  - (v) a minimum of 0.9 *long-term bicycle parking spaces* per *dwelling unit*;
  - (vi) a minimum of 0.1 *short-term bicycle parking spaces* per *dwelling unit*;
  - (vii) a minimum of 3 *bicycle parking spaces* plus 0.4 *bicycle parking spaces* for every 100 square metres of *non-residential gross floor area* of which a minimum of 0.08 *bicycle parking spaces* per 100 square metres of *non-residential gross floor area* shall be *short-term bicycle parking spaces*;
  - (viii) *bicycle parking spaces* required by this By-law may be provided as *stacked bicycle parking spaces*; and

- (ix) for uses other than *dwelling units* for which a *long-term bicycle parking space* is required, shower and change facilities shall be provided for each gender at the following rates:
  - A. none if less than 5 required *long-term bicycle parking spaces*;
  - B. 1 for 6 to 60 required *long-term bicycle parking spaces*;
  - C. 2 for 61 to 120 required *long-term bicycle parking spaces*;
  - D. 3 for 121 to 180 required *long-term bicycle parking spaces*; and
  - E. 4 for more than 180 required *long-term bicycle parking spaces*;

### **Tower A and B Floorplates**

- (u) each floor in Tower A and Tower B as shown on Exception Map 4, attached to this By-law, located above Building E shall contain no more than 800 square metres of *non-residential gross floor area*, *residential gross floor area* or any combination thereof;
  - (v) **SECTION 4 (4) - REGULATIONS APPLY TO ALL USE DISTRICTS ENTRANCES AND EXITS" SLOPES AND WIDTHS**, of By-law 1994-0806, as amended, shall not apply to the *lot*;
  - (w) **SECTION 5 (2) SUBSECTION 5. - QUALIFICATIONS TO BE COMPLIED WITH BEFORE CERTAIN USES ARE PERMITTED IN G, CR, IC AND T DISTRICTS**, of By-law 1994-0806 as amended, in respect of day nurseries shall not apply to the *lot*;
  - (x) **SECTION 7 - CR DISTRICTS REGULATIONS APPLYING TO CR DISTRICT - PART III - OPEN SPACE**, of By-law 1994-0806, as amended, shall not apply to the *lot*;
  - (y) **SECTION 10(7) EXEMPTION: 325 FRONT STREET WEST**, of By-law 1994-0806, as amended, is deleted.
8. For the purposes of this By-law, all italicized words and expressions have the same meaning as defined in By-law 1994-0806, as amended, except for the following, which shall have the meaning stated herein:

*"bicycle parking space"* means an area used for parking or storing a bicycle;

*"car-share"* means the practice whereby a number of people share the use of one or more motor vehicle and such car-share motor vehicles are made available to at least the occupants for short term rental, including hourly rental;

*"car-share parking space"* means a *parking space* exclusively reserved and signed for a car used only for *car-share* purposes;

*"commercial parking garage"* means a building or a portion of a building used for the temporary parking of motor vehicles;

*"existing building"* means a building or structure existing on the *lot* on the date of the passing of this By-law;

*"grade"* means the Canadian Geodetic Datum Elevation of +83.4;

*"green roof"* means an extension to a building's roof that allows vegetation to grow in a growing medium and which is designed, constructed and maintained in compliance with the Toronto Green Roof Construction Standard set out in Chapter 492 of the City of Toronto Municipal Code, as amended;

*"height"* means the vertical distance between *grade* and the highest point of the building or structure on the *lot* except for those elements prescribed by this By-law;

*"interim phase"* means those lands situated within the westerly portion of the Phase 2 lands identified as Interim Phase on Maps 3a and 4a attached to this By-law;

*"long-term bicycle parking space"* means a *bicycle parking space* for use by the occupants or tenants of a building;

*"lot"* means the parcel of land outlined by heavy lines on Exception Map 1, attached to this By-law;

*"open air market"* means portion of a *lot* where goods, wares, merchandise or a substance, article or things is offered, kept or stored for retail sale, which may include food sales, retail sales and other uses from containers, kiosks, tents, vehicles, table or similar facilities, and such facilities are not buildings or structures;

*"outdoor patio"* means an outdoor patron area that is ancillary to a non-residential use;

*"parking space"* means an area used for the parking or storing of a vehicle;

*"phase 1"* means those lands comprising the westerly portion of the *lot* identified as Phase 1 on Map 4 attached to this By-law;

*"phase 2"* means those lands comprising the easterly portion of the *lot* identified as Phase 2 on Map 4 attached to this By-law;

*"privately-owned publicly accessible open space"* means a space on the *lot* situated at that is accessible to the public, secured through appropriate legal agreements and may include pedestrian walkways, seating areas, lawn areas, landscaped plazas, and ornamental structures and is used principally for the purpose of sitting, standing and other recreational uses;

*"temporary sales office"* means a building or structure, facility or trailer used exclusively for the sale and/or leasing of *dwelling units* or *non-residential gross floor area* to be erected on the *lot*;

*"short-term bicycle parking space"* means a *bicycle parking space* for use by visitors to a building;

"*stacked bicycle parking space*" means a horizontal *bicycle parking space* that is positioned above or below another *bicycle parking space* and equipped with a mechanical device providing floor level access to both *bicycle parking spaces*;

9. Within the lands shown on Map 1, attached to this By-law, no person shall use any land or erect or use any building or structure on the *lot* unless the following municipal services are provided to the *lot* line and the following provisions are complied with:
  - (a) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and
  - (b) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
10. Notwithstanding any existing or future severance, partition or division of the *lot*, the provisions of this By-law shall apply to the whole of the *lot* as if no severance, partition or division occurred.

Enacted and passed on ●, 2022.

Frances Nunziata,  
Speaker

John D. Elvidge,  
City Clerk

(Seal of the City)

## **Appendix 1**

### Section 37 Provisions

The facilities, services and matters set out below are required to be provided by the owner of the *lot* at its expense to the City in accordance with one or more agreements pursuant to Section 37(3) of the *Planning Act*, as it read the day before Section 1 of Schedule 17 to the *COVID-19 Economic Recovery Act, 2020*, S.O. 2020, c.18 came into force, in a form satisfactory to the City with conditions providing for indexing escalation of both the financial contributions and letters of credit, development charges, indemnity, insurance, GST, HST, termination and unwinding, and registration and priority of agreement:

Prior to the issuance of any building permit, the owner shall enter into an agreement to the satisfaction of the City Solicitor pursuant to Section 37 of the *Planning Act* as it read on the day before Section 1 of Schedule 17 to the *COVID-19 Economic Recovery Act, 2020* came into force to secure the community benefits below.

The community benefits to be secured in the Section 37 Agreement are as follows:

#### **Financial Contribution**

1. Prior to the issuance of the first above-grade building permit, the owner shall pay to the City the sum of six million dollars (\$6,000,000.00 CAN) to be allocated towards land acquisition for parkland and/or capital improvements to parkland in the vicinity of the site to the satisfaction of the Chief Planner and Executive Director, City Planning in consultation with the General Manager, Parks Forestry and Recreation and the Ward Councillor.

#### **Public Art**

2. Prior to the issuance of the first above-grade building permit, the owner shall submit a letter of credit in the amount of one million dollars (\$1,000,000.00 CAN) in the City's standard form to secure for public art on the lands to the satisfaction of the Chief Planner and Executive Director, City Planning.
3. Prior to the issuance of the first above-grade building permit, the owner shall submit a public art plan detailing the design and construction of the public art installation in accordance with the City's Percent for Public Art Guidelines to the satisfaction of the Chief Planner and Executive Director, City Planning and details of the public art process to the satisfaction of City Council.
4. All contributions referred to in Sections 1 and 2 above, shall be indexed upwardly in accordance with the Statistics Canada Construction Price Index for Toronto, calculated from the date of the registration of the Section 37 Agreement to the date the payment is made.
5. In the event the contributions referred to in Sections 1 and 2 above, have not been used for the intended purpose within three (3) years of the By-law coming into full force and effect, the cash contribution may be redirected for another purpose, at the discretion of

the Chief Planner and Executive Director, City Planning, in consultation with the Ward councillor, provided that the purpose is identified in the Toronto Official Plan and will benefit the community in Ward 10.

### **Affordable Housing**

6. The owner shall design, construct, finish, maintain and provide at least 32 affordable rental housing dwelling units comprised of at least 2,146 square metres of Gross Floor Area on the lands at 315 and 325 Front Street West (the "Affordable Housing Units"), all to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with the Executive Director, Housing Secretariat, in accordance with the following terms:
  - (a) at least 10 percent of the Affordable Housing Units shall be three-bedroom rental units with a minimum size of 84 square metres and a minimum average size of 102.79 square metres;
  - (b) at least 30 percent of the Affordable Housing Units shall be two-bedroom rental units with a minimum size of 60 square metres and a minimum average size of 86.40 square metres;
  - (c) at least 50 percent of the Affordable Housing Units shall be one-bedroom rental units with a minimum size of 48 square metres and a minimum average size of 53.79 square metres;
  - (d) no more than 10 percent of the Affordable Housing Units shall be studio rental units with a minimum size of 30 square metres and a minimum average size of 37.75 square metres;
  - (e) the Affordable Housing Units shall be provided in Phase 1 of the development;
  - (f) the location and layouts of the Affordable Housing Units shall be to the satisfaction of the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat;
  - (g) the owner shall provide and maintain the Affordable Housing Units as secured rental dwelling units for a minimum period of 40 years beginning from the date that each such unit is first occupied (the "Affordability Period"). During the Affordability Period, no Affordable Housing Unit shall be registered as a condominium unit or any other form of ownership housing that provides a right to exclusive possession of a dwelling unit, including life lease or co-ownership, and no application shall be made to demolish any Affordable Housing Unit or to convert any Affordable Housing Unit to a non-residential rental purpose. Upon the expiration of the Affordability Period, the owner shall continue to provide and maintain the units as rental dwelling units, unless and until such time as the owner has applied for, and obtained, all approvals necessary to do otherwise;
  - (h) the initial rent (inclusive of utilities) charged to the first tenants of any Affordable Housing Units shall not exceed one hundred percent (100%) of the average rent



for the same bedroom type in the City of Toronto, as reported by Canada Mortgage and Housing Corporation in its most recent annual Rental Market Report;

- (i) if an Affordable Housing Unit becomes vacant and is re-rented to a new tenant during the Affordability Period, the initial rent (inclusive of utilities) charged to the new tenant shall not exceed one hundred percent (100%) of the average rent for the same bedroom type in the City of Toronto, as reported by Canada Mortgage and Housing Corporation in its most recent annual Rental Market Report;
- (j) after the first year of occupancy of any Affordable Housing Units and for the duration of the Affordability Period, the rent (inclusive of utilities) charged to the first tenants or new tenants occupying such unit may be escalated annually by not more than the annual provincial rent guideline, regardless of whether such guideline is applicable to the units under the Residential Tenancies Act or any successor legislation governing residential tenancies in Ontario, until the tenancy ends;
- (k) notwithstanding the annual rent increases permitted in j. above, the rent (inclusive of utilities) charged to any first tenants or new tenants occupying an Affordable Housing Unit during the Affordability Period shall not be increased to an amount that exceeds one hundred percent (100%) of the average rent for the same unit type in the City of Toronto, as reported by Canada Mortgage and Housing Corporation in its most recent annual Rental Market Report;
- (l) the City's Centralized Affordable Housing Access System will be used to advertise and select tenants provided it is in place. In addition, at least six months in advance of any new Affordable Housing Units being made available for rent, the owner shall develop and implement an Access Plan which will outline how units will be rented to eligible households in consultation with, and to the satisfaction of, the Executive Director, Housing Secretariat;
- (m) the new Affordable Housing Units shall be made ready and available for occupancy no later than the date by which seventy percent (70%) of the new dwelling units in the proposed development are available and ready for occupancy, or to the satisfaction of, the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat;
- (n) the owner shall provide all tenants of the Affordable Housing Units with access to, and use of, all indoor and outdoor amenities in the development at no extra charge and on the same terms and conditions as any other resident of the mixed use building, without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings;
- (o) the owner shall provide all tenants of the Affordable Housing Units with ensuite laundry facilities at no extra charge;

- (p) the owner shall provide all tenants of the Affordable Housing Units with access to permanent and visitor bicycle parking/bicycle lockers on the same terms and conditions as any other resident of the building in which the Affordable Housing Units are located, and in accordance with the Zoning By-law; and
- (q) prior to the issuance of the first building permit for a residential use on any part of the site, including permits for excavation and shoring, the owner shall enter into a municipal housing facility agreement with the City (the "Contribution Agreement"), for the Affordable Housing Units that are approved for Open Door incentives, on terms satisfactory to the Executive Director, Housing Secretariat and in a form satisfactory to the City Solicitor. The owner shall provide such Affordable Housing Units in accordance with such agreements(s).

### **Child Care Centre**

- 7. The owner shall design, construct, finish, commission and equip a non-profit licensed child care facility to be located in the second floor of the building in *Phase 1*, to the satisfaction of the Chief Planner and Executive Director, City Planning, and the General Manager, Children's Services, to accommodate at a minimum 62 children, including infants, toddlers and preschoolers, comprising a minimum of 1,041 square metres of interior space and a minimum of 398 square metres of exterior space adjacent to the interior space including outdoor storage and six (6) parking spaces reserved for the exclusive use of the child care facility for pick-up/drop-off operations, (the "Child Care Centre"), including:
  - (a) the strata conveyance of the Child Care Centre at no cost to the City, in fee simple, prior to first occupancy of any building within *Phase 1* of the development;
  - (b) on, or prior to the conveyance of the Child Care Centre, the City and the owner shall enter into and register on title to the appropriate lands an Easement and Cost Sharing Agreement for nominal consideration and at no cost to the City, that is in a form satisfactory to the City Solicitor. The Easement and Cost Sharing Agreement shall address and/or provide for the integrated support, use, operation, maintenance, repair, replacement and reconstruction of certain shared facilities, and the sharing of costs in respect thereof, or portions of the subject lands to be owned by the City and the owner as they pertain to the Child Care Centre;
  - (c) a letter of credit in an amount sufficient to guarantee 120 percent of the estimated cost of the design, construction and handover of the Child Care Centre complying with the specifications and requirements of the Section 37 Agreement, to the satisfaction of the General Manager, Children's Services and the Chief Financial Officer and Treasurer, will be provided to the City prior to the issuance of the first above grade building permit for any building on *Phase 1* of the development, to secure the Child Care Centre;
  - (d) a one-time cash contribution in the amount of one hundred and fifty thousand dollars (\$150,000.00 CAN) to be used toward start-up costs to be paid prior to the

issuance of the first above grade building permit for any building within *Phase 1* of the development;

- (e) a one-time cash contribution in the amount of one hundred and fifty thousand dollars (\$150,000.00 CAN) to the Child Care Capital Reserve Fund, to replace appliances and large equipment due to wear and tear, to be paid prior to the issuance of the first above grade building permit for any building within *Phase 1* of the development;
- (f) all cash contributions shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Building Construction Price Index for Toronto calculated from the date of the Section 37 Agreement to the date of payment;
- (g) six (6) dedicated parking spaces will be provided free-of-charge for the exclusive use of the child care facility for pick-up/drop-off operations. These spaces to be assigned accordingly, and be located in close proximity to the elevators providing the shortest route between the underground parking garage and the Child Care Centre, which shall be barrier-free. A parking pass will be provided for officials conducting inspections of the child care facility;
- (h) any other details related to the Child Care Centre such as timing, location, obligations and any matters necessary to implement the Child Care Centre, which have not been addressed in the recommendations of this report will be finalized between the owner and the City and will be substantially in accordance with the City of Toronto's Child Care Development Guidelines (2021) and to the satisfaction of the Executive Director, Corporate and Real Estate Management, the General Manager, Children's Services, and the Chief Planner and Executive Director, City Planning, in consultation with the City Solicitor;

8. The following matters are to be secured in the Section 37 Agreement as a legal convenience to support the development:

#### **Privately Owned Publicly-Accessible Spaces (POPS)**

- (a) Prior to the occupancy for any portion of the *Phase 2* portion of the development, except as otherwise agreed by the Chief Planner Executive Director, City Planning, due to unforeseen delays (eg. Weather), the owner shall:
  - i. construct, provide and thereafter maintain a *Privately Owned Publicly-Accessible Space* ("POPS") having a minimum area of 400 square metres at the northeast area of the site along Front Street West in the location generally identified on Exception Map 4 attached to this By-law, with the specific location, configuration and design of the POPS to be determined and secured in the context of Site Plan Approval for the development to the satisfaction of the Chief Planner and Executive Director, City Planning in consultation with the Ward Councillor;
  - ii. construct, provide and thereafter maintain a *Privately Owned Publicly-Accessible Space* ("POPS") at 315 and 325 Front Street West with a

minimum area of 200 square metres near the entrance to the winter garden along Front Street West in the location generally identified on Exception Map 4 attached to this By-law, with the specific location, configuration and design of the POPS to be determined and secured in the context of Site Plan Approval for the development to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor;

- iii. prepare all documents and convey to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor, in priority, and for nominal consideration, a public access easement in perpetuity in favour of the City over the two *Privately Owned Publicly-Accessible Spaces* set out in Section 8. (a) i. and ii. above with terms set out in the Section 37 Agreement satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor; and
- iv. be responsible, at its own expense, to prepare, submit to the City for approval and deposit all required reference plans to describe the easements being conveyed in Section 8. (a) i. and ii. above.

### **Public Pedestrian Easement**

- (b) The owner shall prepare all documents and convey a minimum 3.0 metre wide public pedestrian easement to the City, in a location generally described as a north to south access over the eastern portion of the site, from the proposed *privately owned publicly-accessible space* referred to in Section 8. (a) i. to the walkway adjacent to the south of the development, on terms and conditions to be set out in the Section 37 agreement and with details of the location and final design to be determined and secured in the context of Site Plan Approval for the development to the satisfaction of the Chief Planner and Executive Director, City Planning, and such easement lands shall be maintained by the owner at its sole cost.
- (c) The easement referred to in Section 8 (b) above shall be conveyed by the owner, in priority, for nominal consideration and at no cost to the City all to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor. The owner shall be responsible at its own expense, to prepare, submit to the City for approval and deposit all required reference plans to describe the easement.

### **PATH**

- (d) The owner shall be responsible for the design, construction, provision and maintenance of a PATH connection through the proposed development, including the conveyance at nominal cost to the City of easement(s) for use by the general public, and shall provide knock-out panels in the lower levels of the development to provide for the extension of the PATH to the east and north of the site, with the details of the PATH connection and knock-out panels to be determined and secured at Site Plan Approval;

## **Construction Management Plan**

- (e) Prior to the commencement of any excavation or shoring work, the owner shall submit a Construction Management Plan to the satisfaction of the Chief Planner and Executive Director City Planning, the General Manager of 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 the following construction-related details: noise, dust, size and location of staging areas, location and function of gates, dates of significant concrete pouring, lighting details, vehicular parking and queuing locations, street closures, parking and access, refuse storage, site security, site supervisor contact information, and a communication strategy with the surrounding community, and any other matters requested by the Chief Planner and Executive Director City Planning and General Manager, Transportation Services, in consultation with the Ward Councillor;
- (f) Prior to final site plan approval the owner shall submit an updated Design and Engineering Analysis of the Rail Corridor Overbuild Structure, updated Air Quality Study, and a Sight Line Analysis for the John Street Interlocking Tower, for the overbuild structure to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (g) Prior to final site plan approval he owner shall submit updated Crash Wall Design Reports and Drawings, and an updated Noise and Vibration Impact Study, at the time of Site Plan Approval for the development, to the satisfaction of the Chief Planner and Executive Director, City Planning; and
- (h) The owner shall construct and maintain the development of the site in accordance with Tier 1, Toronto Green Standard, and the owner will be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of the Toronto Green Standards, applicable at the time of site plan application for each building on the site.

## **Bridge Easements**

- (i) Prior to the issuance of the first building permit for the site, which includes a permit for demolition, excavation, and shoring work, the owner shall provide or cause the provision of, on terms and conditions satisfactory to the City Solicitor, easements to the City for the following:
  - i. an easement for the maintenance, repair, inspection, upgrade, modification, replacement, dismantling, and removal of all or any part of the Blue Jays Way Bridge with an upper limit of 65 metres above the highest bridge deck elevation and a lower vertical limit of 5 metres below the lowest bridge girder elevation (to the extent that such lower elevation forms part of the lands subject to the application) to extend 5 metres from the easterly limit of the bridge into the site, to be registered in priority to

- all legal encumbrances except where acceptable to the City Solicitor in her sole discretion, and subject to any existing physical encumbrances;
- ii. an easement for the maintenance of the John Street Bridge located over the Metrolinx rail corridor with an upper limit of 65 metres above the highest bridge deck elevation and 5 metres below the lowest bridge girder elevation (to the extent such airspace forms part of the lands subject to the application) to extend 5 metres from the westerly limit of the bridge into the site, to be registered in priority to all legal encumbrances except where acceptable to the City Solicitor in her sole discretion, and subject to any existing physical encumbrances; and
  - iii. an easement, in and through such parts of the Metro Toronto Convention Centre (MTCC) as are reasonably required for access to and for maintenance, repair, replacement and removal of the John Street Bridge and all related structural components;
- (j) The easements referred to in Sections 8. (i) i., ii., and iii., above shall be conveyed by the owner, in priority, for nominal consideration and at no cost to the City all to the satisfaction of the Chief Engineer and Executive Director Engineering and Construction Services, and the City Solicitor. The owner shall be responsible at its own expense, to prepare, submit to the City for approval and deposit all required reference plans to describe the easement.

### **Transmission Watermain**

- (k) Prior to the issuance of the first building permit including, but not limited to, demolition, shoring and excavation, regardless of the sequence of construction with respect to the development, the owner shall prepare all document(s) and convey an easement (the "Transmission Watermain Easement") (width to be determined) centred on the existing 1800mm transmission watermain (the "Transmission Watermain"), for the purpose of access, reconstruction, maintenance and repairs of the existing Transmission Watermain that currently traverses the middle of the site development, such lands to be free and clear of all physical and title encumbrances, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the City Solicitor;
- (l) The owner shall be responsible to prepare, submit to the City for approval and deposit all required reference plans to describe the easement being conveyed in Section (k) above at no cost to the City to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, and the City Solicitor;
- (m) Prior to the issuance of the first building permit including, but not limited to, demolition, shoring, and excavation, regardless of the sequence of construction, the owner shall prepare and submit an independent report prepared by a professional engineer addressing all the items for the protection and monitoring of the Transmission Watermain located within the lands related to the construction

to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services;

- (n) For any proposed building that will encroach on the existing Transmission Watermain Easement, prior to the issuance of the first building permit including, but not limited to, demolition, shoring, and excavation, regardless of the sequence of construction, the owner shall submit a Geotechnical/Structural Study prepared by professional Geotechnical and Structural engineers that addresses the potential impacts of the proposed development (during construction and post-construction) on the Transmission Watermain and confirms that the proposed building(s) and/or structure(s) will not create any adverse impact on the operation of the Transmission Watermain all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services. Such Geotechnical/Structural Study may be subject to peer review on behalf of the City, at the sole discretion of the Chief Engineer and Executive Director, Engineering and Construction Services with the cost of such peer review to be borne by the owner. At a minimum, such Geotechnical/Structural Study must include:
- i. an assessment of site conditions (including findings from site investigations);
  - ii. a structural analysis that considers all potential impacts on the Transmission Watermain;
  - iii. geotechnical analysis and review of the design of the Transmission Watermain and sub-surface conditions, located within the development lands, in relation to building demolition and new development to confirm whether any change in loading will not exceed the design limits of the Transmission Watermain;
  - iv. guidelines to inform the design of the buildings (e.g., maximum depth of buildings, drilled or driven foundations, zones of influence and any other factors) that will ensure that there are no impacts on the integrity or operation of the Transmission Watermain;
  - v. site monitoring and inspection recommendations to ensure that the guidelines required in Section 8 (m) iv. above and City bylaws (i.e., vibration levels) are adhered to;
  - vi. A Reporting Plan including real-time alerts and actionable trigger levels related to site monitoring required in Section 8 (m) v. above. The Reporting Plan must also include a template of a weekly summary report to be provided to the Chief Engineer and Executive Director, Engineering and Construction Services to outline all construction monitoring and inspection findings, and all required reporting must be conducted and provided by an independent professional geotechnical engineer; and
  - vii. Considerations of phased construction proposed for this development.

- (o) Prior to the issuance of the first building permit including, but not limited to, demolition, shoring and excavation, regardless of the sequence of construction, for any building on the development site, the owner shall at its sole cost and expense, submit to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, for review and acceptance, a Construction Management Report with all the requirements of reports referred to Sections, (m) and (n) above and necessary construction details that includes but is not limited to the following:
- i. all items and requirements as per the Reports and Plans required in Sections 8 (m) and (n) above, for the protection and monitoring of the Transmission Watermain located within the lands during and following construction;
  - ii. details of the impact of the proposed design of the building(s) and/or structure(s) on the existing Transmission Watermain;
  - iii. the proposed horizontal and vertical clearances between any part of the building(s) and/or structure(s) and the Transmission Watermain;
  - iv. the structural loading applied on or near the Transmission Watermain as well as the impacts of such loading; and
  - v. the construction procedures as they relate to any excavation, dewatering of the site, necessary monitoring plans (including pre-construction and post-construction videos of the Transmission Watermain), backfill material to be used, recommendations to avoid any impacts on the Transmission Watermain, and any other information necessary in order to demonstrate that the integrity of the Transmission Watermain will not be adversely impacted as a result of the proposed development or the construction of the services required for the lands.
- (p) The owner shall prepare and submit updates/addendums to the reports or new Reports and Plans as required in Sections 8 (m), (n), and (o) above, prior to issuance of below-grade building permits for each of the commercial and residential components of the development as may be required by the Chief Engineer and Executive Director, Engineering and Construction Services in the context of applications for Site Plan Approval having regard to the nature and location of the proposed construction.
- (q) The owner shall implement all recommendations and requirements of the Reports, updates and addendums and Plans, required in Sections 8 (m), (n), (o) and (p) above, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services until the completion of the construction of the development and post construction;
- (r) Prior to the issuance of the first building permit including, but not limited to, demolition, shoring and excavation, regardless of the sequence of construction for



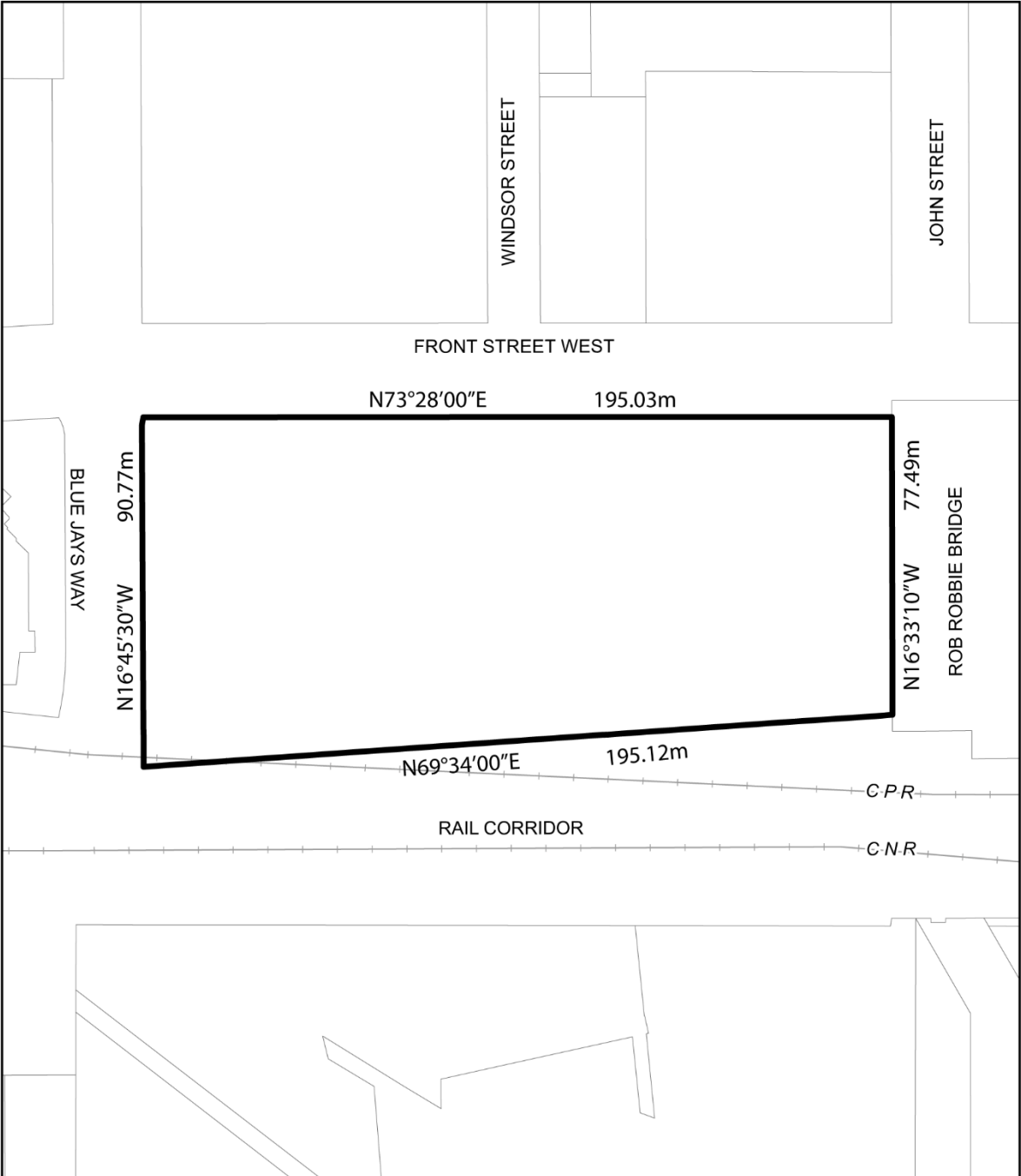
any building on the development site, the owner shall provide the City with financial security by way of an irrevocable letter of credit in an amount of Five Million Dollars (\$5,000,000.00 CAN) to guarantee the protection of the Transmission Watermain. The letter of credit shall be in effect for the duration of the construction of the site.

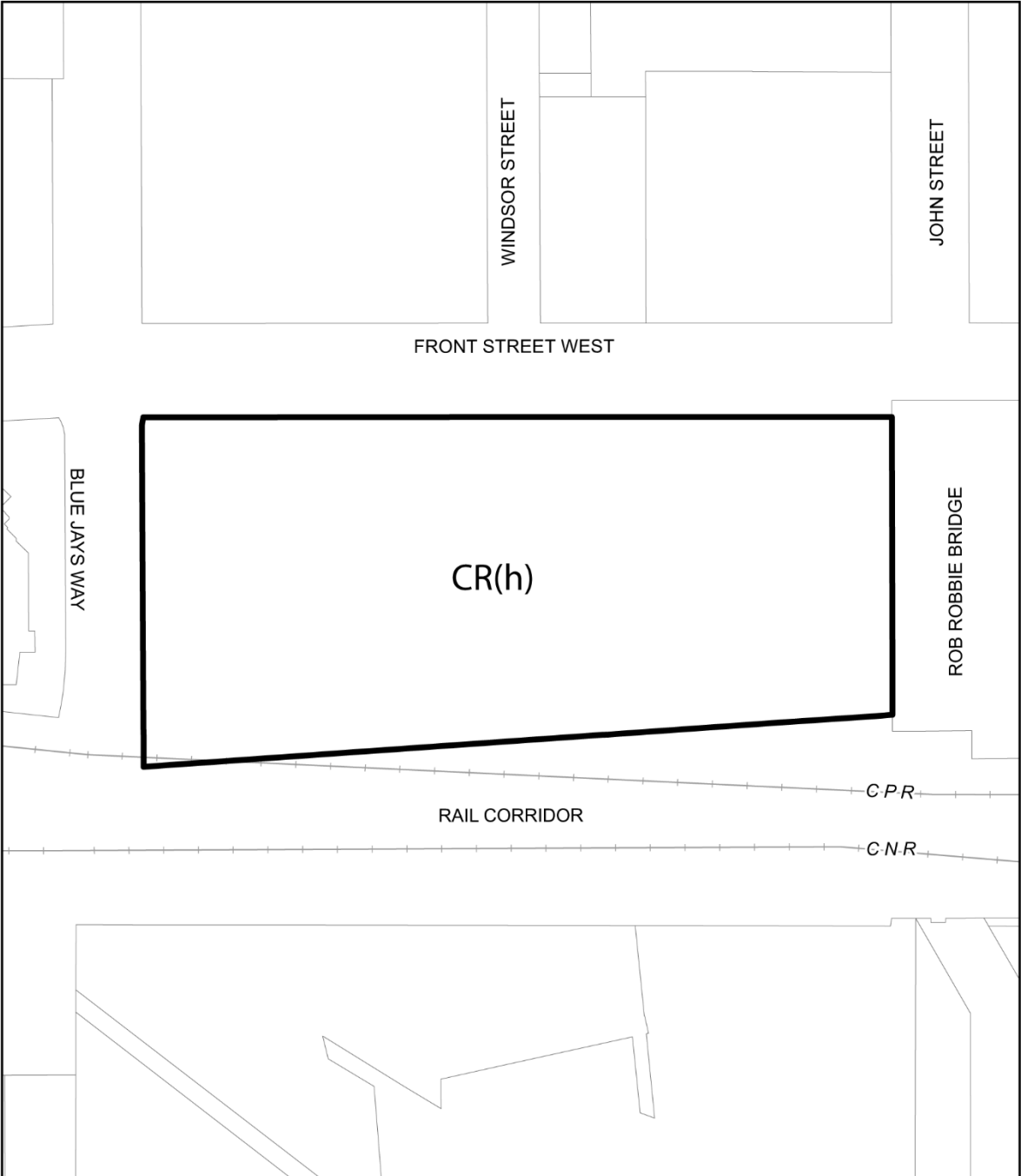
- (s) Prior to issuance of the first building permit, including, but not limited to, demolition, shoring and excavation, regardless of the sequence of construction for any building on the lands, the owner shall take out and maintain, at its sole cost and expense, commercial general liability insurance in connection with its obligations for the protection of the Transmission Watermain acceptable as to form, limits and conditions to the City's Risk Management Division, the Chief Engineer and General Manager, Toronto Water, for a limit of not less than Ten Million Dollars (\$10,000,000.00) (CAN) per occurrence covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the Transmission Watermain and Transmission Watermain Easement. The insurance policy shall include the City as an additional insured and shall contain a cross-liability and severability of interest clause and include contractual liability coverage. The liability insurance policy shall provide that any breach of a condition of the policy by an insured shall not affect protection given by the policy to any other insured. The liability insurance policy shall contain a clause providing that the insurer will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Owner shall supply the Chief Engineer and General Manager, Toronto Water with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the Chief Engineer, with a copy to the General Manager, Toronto Water, no later than thirty (30) days following its issuance and evidence of continuance if available shall be remitted to the City at least thirty (30) days prior to the expiration of any insurance policy. The Owner shall provide to the City a copy of the insurance policy upon request.
- (t) The owner shall indemnify the City against all claims for loss or damage which may occur to the proposed work as result of a leak or break in the Transmission Watermain; that the owner also indemnify the City against all claims for loss or damage which may occur to the proposed work for any future construction activity upon, or within the City Transmission Watermain Easement, to repair, install, modify or replace the existing City infrastructure by City forces or by contractors hired by City to carry out this work.
- (u) The Owner agrees to obtain all necessary approval and permits as may be required and agrees to implement the provisions of the accepted Construction Management Plan, and any other related measures as required by the Chief Engineer and Executive Director, Engineering and Construction Services, in the construction of services, building(s) and/or structure(s) on the lands to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, the General Manager, Transportation Services, and the Chief Building Official.

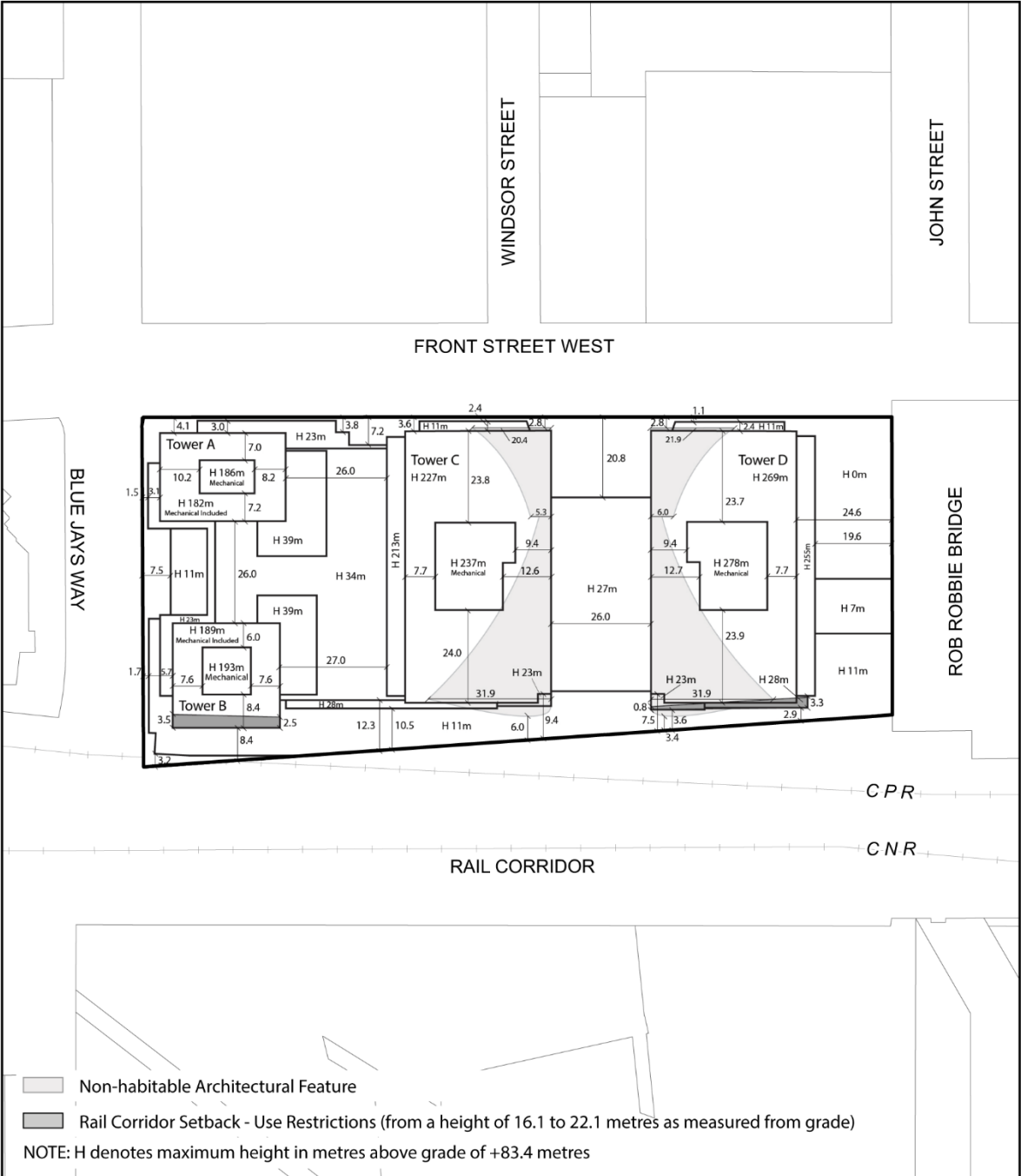
- (v) The owner and the engineering consultant will advise Toronto Water and Engineering Construction Services immediately of any damage to the Transmission Watermain witnessed on-site or through data recorded by the monitoring program.
- (w) The Site Plan Agreements for each building within the lands will include appropriate clauses requiring warnings to be provided to future residents/purchasers that future repairs to the Transmission Watermain may cause disruptions to their daily lives, including noise and road restrictions, during the course of such repairs.

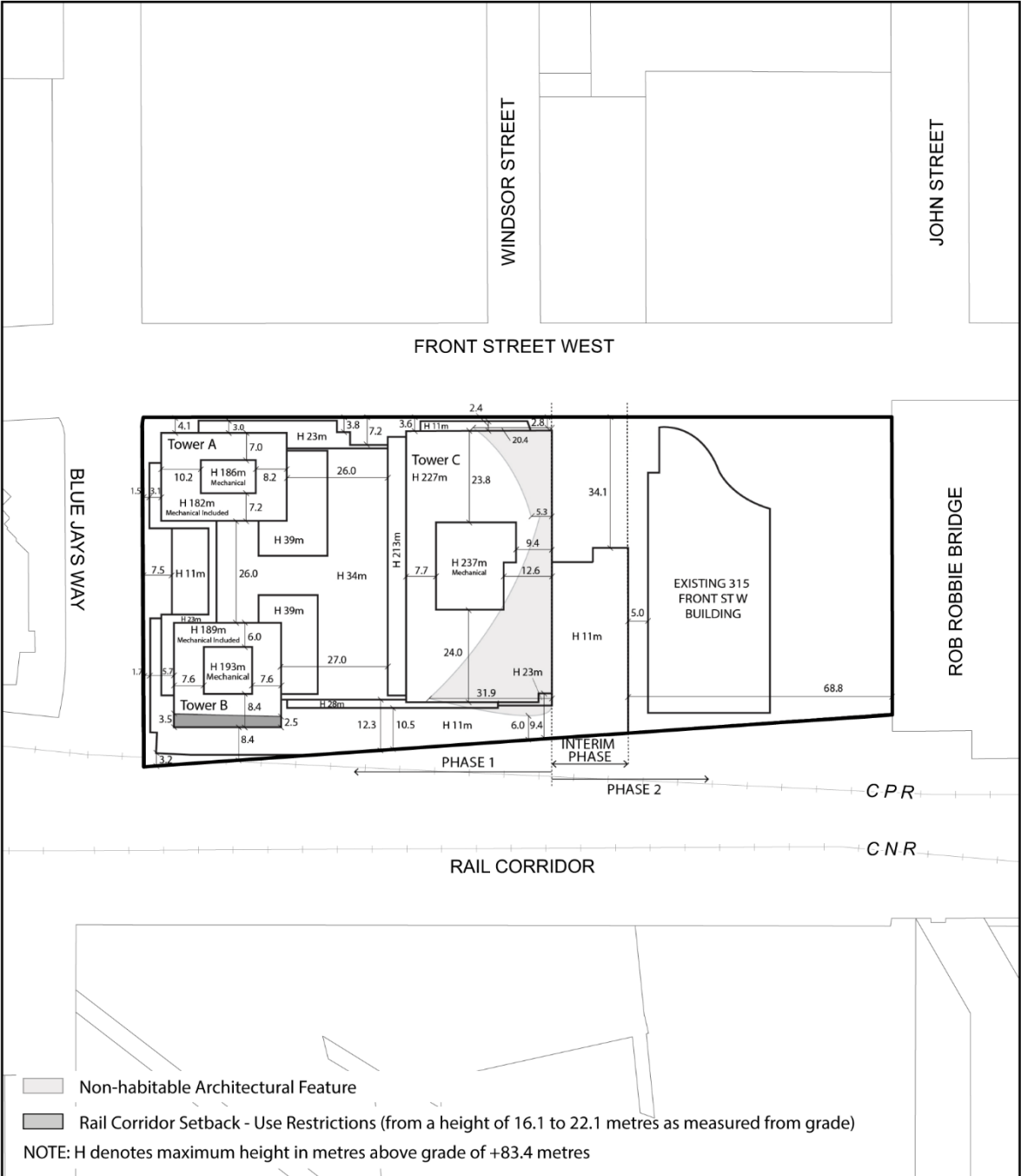
### **Engineering**

- (x) the Owner shall make satisfactory arrangements with the City to secure, pay for, and construct all works and improvements to existing City infrastructure to provide servicing capacity to support the development of the subject lands, as recommended in the accepted Functional Servicing and Stormwater Management Report, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.









- Non-habitable Architectural Feature
  - Rail Corridor Setback - Use Restrictions (from a height of 16.1 to 22.1 metres as measured from grade)
- NOTE: H denotes maximum height in metres above grade of +83.4 metres

