

SCHEDULE [ ]

to Lease for 1337-1345 and part of 1325 Queens Street West, dated [ • ], 20[ • ]

PROJECT AGREEMENT

(Base Oct 2, 2020 Rev tp July 2025)

THIS AGREEMENT made this • day of •, 20[ • ] [NTD: same date as Lease]

B E T W E E N

[ • ]

(hereinafter the “Tenant”)

and

CITY OF TORONTO

(hereinafter the “Landlord” or the "City")

WHEREAS:

- A. The Landlord is the owner in fee simple of certain lands and premises municipally known in the year 2024 as 1337-1345 and part of 1325 Queen Street West (the “Site”) more particularly described in Schedule A to this Project Agreement;
- B. The Tenant has entered into a lease with the City, dated [ • ] (the "Lease") for Demised Lands that correspond to the Site, which Demised Lands are together with applicable interests over adjacent lands to the south necessary for vehicular access to loading areas on the Site;
- C. City of Toronto Zoning By-law 569-2013, as amended (“By-law 569-2013”) has been further amended to permit the redevelopment of the Site, along with other City owned adjacent lands to the east;
- D. Through the adoption of 2023 Item PH7.5 at its meeting on November 8 and 9, 2023, City Council approved the redevelopment and enacted the associated zoning by-law amendment as By-law 1145-2023 (the “Amending By-law” or “By-law 1145-2023”) which identifies the Site as Block A. The Site is commonly referred to as the West Block portion and is proposed to include a 16-storey mixed-use building (50 metres excluding mechanical penthouse) with a 3-storey streetwall stepping up to a 6-storey component along Queen Street West (the "Development");
- E. In its Decision City Council also adopted related Official Plan Amendment 659 by enactment of By-law 1146-2023 to ensure appropriate designations relating to the proposed mixed-use development and approved the Rental Housing Demolition Application relating to existing rental units located on adjacent zoning Block B1 (interior central block east of the Site);
- F. City Council contemplated that the details of associated development requirements for the Site, secured in the Lease and associated Schedules, would include affordable housing components, rental replacement units from the interior central block, an entrance courtyard, community space and a pedestrian connection facilitating access to the future interior central block building and to nearby Masaryk Park; and
- G. This agreement that is being entered into by the Parties as a Schedule to the Lease is intended to be read with the Lease and address the Tenant's planning and development related obligations associated with the Site (the "Agreement" or "Project Agreement");

**NOW THEREFORE**, in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties to this Agreement hereby covenant and agree as follows:

1. **Definitions**

In this Agreement, the following terms shall have the meanings assigned thereto and capitalized terms not otherwise defined herein have the meaning given to them in the Lease:

**"Above-Grade Building Permit"** means a Building Permit issued by the Chief Building Official pursuant to section 8 of the *Building Code Act*, which permits the construction of a new building or structure, or portion thereof, above-grade on all or part of the Site, in accordance with the Amending By-laws but does not include a permit for excavation and/or shoring, a foundation permit, a Demolition Permit, a permit for repairs, maintenance and usual minor works to buildings existing on the Site on the date of this Agreement or a permit for construction of a Temporary Sales/Rental Office, ;

**"Access Plan"** means a written plan developed by the Tenant, in consultation with and to the satisfaction of, the Chief Planner and the Executive Director, Housing Secretariat, which outlines: (a) a strategy to ensure Affordable Replacement Rental Units without a Returning Tenant are advertised and made available to tenants demonstrating a need for affordable rental housing; (b) a process for tenant selection; and (c) how information on access to these units is distributed transparently to the public;

**"Accessible Rental Unit"** means a Rental Dwelling Unit that has been designed and constructed, in accordance with the Building Code, with basic accessibility features such as a barrier-free path of travel and doorway into the kitchen, bedroom, living room and full bathroom;

**"Accessibility for Ontarians with Disabilities Act"** or **"AODA"** means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11;

**"Affordable Replacement Rental Unit"** means a Rental Dwelling Unit provided and maintained on the Site to replace the Demolished Rental Units at the City's Affordable Rent;

**"Agreement"** or **"Project Agreement"** has the meaning set out in Recital G of this Agreement being a Schedule to the Lease and respecting the development of the Site;

**"Amending By-law"** has the meaning set out in Recital D of this Agreement;

**"ASHRAE"** means standards developed by the American Society of Heating, Refrigerating and Air-Conditioning Engineers;

**"Base Building Condition"** has the meaning set out in Section 5.34 and Attachment "C" of this Agreement;

**"Building"** has the meaning set out in Section 1.1 of the Lease and constructed as part of the Development;

**"Building Code"** means O. Reg. 332/12: Building Code, under the *Building Code Act*;

**"Building Code Act"** means the *Building Code Act, 1992*, S.O. 1992, c. 23;

**"Building Permit"** means a permit, issued by the Chief Building Official pursuant to section 8 the *Building Code Act*, and, unless otherwise specified, includes a conditional permit and any permit for excavation, shoring, grading, or foundation, an Above-Grade Building Permit and a Residential Demolition Permit but does not

include a permit for the construction of a Temporary Sales/Rental Office on the Site;

**"By-law 569-2013"** has the meaning set out in Recital C of this Agreement;

**"By-law 1145-2023"** or Amending By-law has the meaning set out in Recital D of this Agreement;

**"Centre Block Lands"** has the meaning set out in Section 6.1 of this Agreement;

**"Centre Block Owner"** means the Landlord, being the City of Toronto, as the registered owner of the Centre Block Lands as set out in Section 6.1 of this Agreement;

**"Chapter 667"** means Chapter 667 of the Toronto Municipal Code, as amended;

**"Chief Building Official"** means the Chief Building Official for the City and shall include their designates;

**"Chief Financial Officer"** means the Chief Financial Officer and Treasurer for the City and shall include their designates;

**"Chief Planner"** means the Chief Planner and Executive Director, City Planning Division, for the City of Toronto, and shall include their designate;

**"City"** means the City of Toronto and any successor thereof;

**"City's Affordable Rent"** means gross monthly Rent that is at or below the lesser of one (1) times the CMHC Average Market Rent or thirty per cent (30%) of the before-tax monthly income of renter households in the City of Toronto as follows:

- (a) Studio units: one-person households at or below the 50th percentile income;
- (b) One-bedroom units: one-person households at or below the 60th percentile income;
- (c) Two-bedroom units: two-person households at or below the 60th percentile income; and
- (d) Three-bedroom units: three-person households at or below the 60th percentile income];

**"City Council"** or **"Council"** means the Council of the City;

**"City of Toronto Accessibility Design Guideline"** means the standard for the design of public space, as amended, superseded or replaced from time to time;

**"City of Toronto Act"** means the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Schedule A;

**"City Solicitor"** means the City Solicitor for the City and shall include their designates;

**"Commissioning"** relates to The Commissioning Process" referred to in Section 5.18 of this Agreement;

**"Community Space"** has the meaning set out in Section 5.1 of this Agreement;

**"Community Space Obligation"** has the meaning set out in Section 5.1 of this Agreement;

**"Community Space Sub-Lease"** has the meaning set out in Section 5.33 of this Agreement;

**"Community Space Warranty Period"** has the meaning set out in Section 5.31 of this Agreement;

**"Condominium Act"** means the *Condominium Act, 1998*, S.O.1998, c.19;

**"Construction Act"** means the *Construction Act*, R.S.O. 1990, c. C.30;

**"Construction Price Index"** means the "Non-Residential Construction Price Index for the Toronto Census Metropolitan Area", reported quarterly by Statistics Canada in Building Construction Price Statistics Table18-10-0135-01 or its successor;

**"Contribution Agreement"** means the Contribution Agreement between the City and the Tenant, dated [•];

**"Date of Application"** means the earlier of the date on which a complete Official Plan and Zoning By-law Amendment Application was submitted to permit the redevelopment of the lands that include the Site and the Centre Block and the date on which the Centre Block Owner submitted a complete Rental Housing Demolition Application for the demolition or conversion of the Existing Rental Unit(s) pursuant to Chapter 667;

**"Day"** or **"Days"** means a calendar day, unless otherwise noted;

**"Demised Lands"** has the meaning set out in the Lease and corresponding to the Site;

**"Demolition Permit"** means a permit to demolish all or part of a building existing on the Site on the date of this Agreement, issued pursuant to the *Building Code Act*;

**"Demolished Rental Unit"** means an Existing Rental Unit on the Centre Block Lands proposed to be demolished pursuant to Chapter 667, identified in the Rental Housing Demolition Application submitted by the Centre Block Owner to the City;

**"Description"** means a description registered under the *Condominium Act*;

**"Development"** means the development of the Demised Lands in accordance with the Amending By-law;

**"Development Charges"** means those charges under the City's development charges by-law passed from time to time, pursuant to the *Development Charges Act*;

**"Development Charges Act"** means the *Development Charges Act, 1997*, S.O. 1997, c. 27;

**"Dwelling Unit"** means a living accommodation comprised of a single housekeeping unit, and consisting of a room or suite of two or more rooms in which both culinary and sanitary facilities are provided for the exclusive use of the residents of that housekeeping unit;

**"Electrical Systems"** has the meaning set out in Attachment "C" of this Agreement;

**"Eligible Tenant"** means a tenant household who resided in an Existing Rental Unit proposed to be demolished or renovated on the Date of this Agreement, who were not informed of the intention of the Centre Block Owner to redevelop the Centre Block Lands through a Lease Addendum, prior to signing a lease agreement for such Existing Rental Unit, and who received a Notice to End your Tenancy;

**"Estimated Cost of Community Space"** has the meaning set out in Section 5.9 of this Agreement;

**“Excise Tax Act”** means the Excise Tax Act, R.S.C., 1985, c. E-15;

**"Executive Director, CREM"** means the Executive Director, Corporate Real Estate Management and shall include their designates;

**"Executive Director, Development Review"** means the Executive Director, Development Review Division, Development and Growth Services for the City and shall include their designates;

**"Executive Director, Housing Secretariat"** means the Executive Director, responsible for the administration of the City's Housing Secretariat and shall include their designates;

**"Executive Director, SD"** means the Executive Director, Social Development and shall include their designates;

**"Existing Rental Building(s)"** means the residential building(s) located on the Centre Block Lands as of the Date of Application, which contain the Existing Rental Units;

**"Existing Rental Unit"** means a Rental Dwelling Unit located in the Existing Rental Building(s) on the Centre Block Lands as of the Date of Application;

**"Final Seniority List"** means the final list, prepared and provided by the Centre Block Owner to the Tenant, of Eligible Tenants who have, in accordance with specified time and according to a process described in the Notice to Eligible Tenants, selected the option to move into a Replacement Rental Unit and have not otherwise waived their eligibility for this right. The Final Seniority List to reflect evidence provided by Eligible Tenants concerning initial possession dates, accessibility requirements and receipt of waivers

**"First Tenant"** means the first tenant to occupy any Replacement Rental Unit and who is not a Returning Tenant;

**"Guideline"** means the provincial rent increase guideline as defined in Section 120 of the *Residential Tenancies Act* or its equivalent. In the event that no Guideline is announced by the Province of Ontario, the applicable percentage shall be the Consumer Price Index percentage for the City of Toronto as determined by Statistics Canada as of the month prior to the date that the notice of rent increase is served;

**"Home Construction Regulatory Authority's Directive on Floor Area Calculations"** means the directive on Floor Area Calculations issued by the Home Construction Regulatory Authority, effective February 1, 2021, and last updated March 22, 2021, which provides the method for uniform residential unit floor area;

**"Initial Rent"** means the Rent to be charged during each tenant's first year of occupancy of an Affordable Replacement Rental Unit during the Ten-Year (10-Year) Period;

**"Land Titles Act"** means the *Land Titles Act*, R.S.O. 1990, c. L.5, 18;

**"Lease"** has the meaning set out in Recital B of this Agreement;

**"Lease Addendum"** means the Chief Planner-approved schedule attached to the standard lease agreement for an Existing Rental Unit signed after the Date of Application. The Lease Addendum shall inform future tenants of the Centre Block Owner's intent to redevelop the Site and acknowledge that such tenant's tenancy within the Existing Rental Building may be short in nature;

**"Leasehold Interest"** has the meaning set out in Section 1.1 of the Lease;

**"Leasehold PIN"** means the PIN to be created in respect of the Leasehold Interest;

**“Life Safety Systems”** has the mean set out in Attachment “C” of this Agreement;

**“Named Tenant”** means the Named Tenant in a written and properly executed lease for a Replacement Rental Unit;

**“New Tenant”** means a tenant who is not a Returning Tenant or a First Tenant who takes up occupancy of any Replacement Rental Unit during the Ten-Year (10-Year) Period;

**“Notice to Eligible Tenants”** means a written notice sent to all Eligible Tenants informing such tenants of their rights under the *Residential Tenancies Act*, eligibility for compensation and process for relocation and exercising the right to move into a Replacement Rental Unit, which notice is to the satisfaction of the Chief Planner, in accordance with the Tenant Relocation and Assistance Plan.

**“Notice to End your Tenancy”** means a properly executed notice of termination of the tenancy that a landlord may give to a tenant if the landlord requires possession of a Rental Dwelling Unit in order to demolish or renovate it, in accordance with the Residential Tenancies Act;

**“Official Plan”** means the official plan of the City as may be amended or replaced from time to time;

**“Parties”** means the Tenant and the City; and **“Party”** means either the Tenant or the City as the context requires;

**“PAS”** has the meaning set out in Section 7.1 of this Agreement;

**“PAS Easement”** has the meaning set out in Section 7.5 of this Agreement;

**“PAS Reference Plan”** has the meaning set out in Section 7.3 of this Agreement;

**“Planning Act”** means the *Planning Act*, R.S.O. 1990, c. P.13;

**“Post-application Tenant”** means a tenant household who: (a) resided in an Existing Rental Unit proposed to be demolished or renovated on the Date of Application; (b) was informed through the Lease Addendum of the Landlord’s intention to redevelop the Site prior to signing a lease agreement for same; and (c) and who received a Notice to End your Tenancy;

**“Remainder of the Building”** means the portion of the Building constructed as part of the Development on the Site after the date of this Agreement that does not comprise the Replacement Rental Portion of the Building;

**“Rent”** means “rent” as defined in Section 2 of the *Residential Tenancies Act* and shall include charges for heat, electricity, gas and water, but not vehicle parking, internet and cable television. If heat and/or electricity and/or gas and/or water are to be paid by the tenant, then the Rent will be adjusted downward using Utility Allowance(s), to the satisfaction of the Chief Planner in writing;

**“Rental Dwelling Unit”** means a Dwelling Unit which is rented or available for rent pursuant to the *Residential Tenancies Act* but does not include a condominium-registered unit, life-lease or co-ownership unit as defined in Chapter 667;

**“Rental Housing Demolition Application”** means an application, and all required supporting documentation, submitted by or on behalf of the Centre Block Owner pursuant to Chapter 667 to demolish Existing Rental Unit(s);

**“Rental Housing Demolition and Conversion Permit”** means a permit issued by the City pursuant to City of Toronto By-law 885-2007 comprising Chapter 667, under Section 111 of the City of Toronto Act;

**“Replacement Rental Period”** means means the time period, which shall not be less than a continuous twenty (20) year period commencing on the date of the first

occupancy of each Replacement Rental Unit in the Replacement Rental Portion of the Building, during which the rental tenure of the Replacement Rental Units shall be protected from demolition or conversion activities;

**"Replacement Rental Portion of the Building"** means the portion of the Development constructed on the Site after the date of this Agreement containing the Replacement Rental Units required in this Agreement, together with all common areas, utility and mechanical areas, areas required for ingress and egress, vehicle parking areas and all other areas of the Development, including outdoor amenity areas, that are required by or associated with such units, all to the satisfaction of the Chief Planner, in writing;

**"Replacement Rental Units"** means Rental Dwelling Units constructed on the Site to replace the Demolished Rental Units;

**"Residential Demolition Permit"** means a permit to demolish all or a part of the Residential Rental Property on the Centre Block Lands on the date of this Agreement, issued pursuant to Section 8 of the *Building Code Act* and Section 33 of the *Planning Act*;

**"Residential Rental Property"** is a building or Related Group of Buildings, as defined in Chapter 667, containing one or more Rental Dwelling Units, and includes all common areas and services and facilities available for the use of its residents;

**"Residential Tenancies Act"** means the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17;

**"Returning Tenant"** means an Eligible Tenant who elects to move into a Replacement Rental Unit in accordance with the Tenant Relocation and Assistance Plan;

**"Short-term Rental"** means a Short-term Rental as defined in Chapter 547 of the Toronto Municipal Code as of the date of this Agreement;

**"Site"** has the meaning set out in Recital A of this Agreement;

**"Site Plan Agreement"** means an agreement between the Tenant of the Site and the City as a condition of Site Plan Approval;

**"Site Plan Application"** means an application for the approval of plans pursuant to Section 41(4) of the *Planning Act* and/or Section 114 of the *City of Toronto Act* for the Site;

**"Site Plan Approval"** means the final approval of the Site Plan Application, by the City, for all or any part of the Site pursuant to Section 41 of the *Planning Act* and/or Section 114 of the *City of Toronto Act*, as the case may be;

**"Temporary Sales/Rental Office"** means a building, structure, facility or trailer on the Demised Lands used exclusively for the purpose of the initial leasing of the Demised Lands;

**"Tenancy Agreement Clauses"** means the clauses which are to form part of any Residential Tenancy Agreement (Standard Form of Lease) pursuant to the *Residential Tenancies Act* entered into between the Tenant and each tenant during the Replacement Rental Period for the Replacement Rental Units, which are attached hereto as Attachment "D" subject to any amendments agreed to in writing by the Chief Planner;

**"Tenant"** has the meaning set out in Section 1.1 of the Lease;

**"Tenant Initial Work"** has the meaning given to that term in Section 1.1 of the Lease;

**"Tenant Relocation and Assistance Plan"** means the plan that sets out how notice to move out, financial compensation, and other assistance will be provided by the Landlord as Centre Block Owner to Eligible Tenants and Post-Application Tenants that extend beyond those required pursuant to the *Residential Tenancies Act*;

**"Ten-Year (10-Year) Period"** means the Ten-Year (10-Year) period, beginning from the date that each Replacement Rental Unit first occupied by a First Tenant or Returning Tenant, during which the Initial Rents for the Affordable Replacement Rental Unit(s) are restricted in accordance with Section [ • ]

**"Toronto Building"** means the Division, headed by the Chief Building Official, within the City of Toronto responsible for: reviewing applications to demolish, alter, or construct buildings; issuing building permits; conducting inspections; and ensuring compliance with the Building Code;

**"TTC"** means the Toronto Transit Commission;

**"Utility Allowance(s)"** mean(s) the estimated monthly cost per utility, per unit type, published by the City of Toronto on an annual basis plus any applicable utility delivery and service charges, or where such allowances are not available, objective utility cost data to the satisfaction of the Chief Planner;

**"Utility and Service Connections"** has the meaning set out in Attachment "C" of this Agreement;

**"Ward 4"** means Ward 4 as it exists as of the date of the Lease;

**"Ward Councillor"** means the City's councillor for Ward 4; and

## 2. **Attachments**

2.1 The following Appendices form part of this Agreement:

- (a) Attachment– Legal Description of the Site / Demised Premises;
- (b) Attachment "B" – Amending By-law
- (c) Attachment "C" – Base Building Condition – Community Space
- (d) Attachment "D" – Tenancy Agreement Clauses

2.2 The Tenant is required to comply with the provisions of this Agreement and the Lease and with the provisions of the Amending By-law and any other by-law applicable to the Site. In the event there is a conflict between the provisions of this Agreement and the Lease, and the provisions of the Amending By-law or any other by-law applicable to the Site, the Tenant shall be required to comply with the most onerous provision.

2.3 Wherever an area measurement is expressed in this Agreement, such area shall be calculated in accordance with Zoning By-law 569-2013, as amended by the Amending By-law.

## 3. **Confirmation of Recitals**

3.1 The Parties confirm and agree that the recitals in this Agreement are true, both in substance and in fact.

## 4. **Warranties**

4.1 The City warrants that at the date of execution of this Agreement it is the registered and beneficial owner in fee simple of the Site.

4.2 The Tenant warrants that at the date of execution of this Agreement it is the Tenant of the Leasehold Interest.



## 5. **Community Space Requirements**

### *Community Space - General*

- 5.1 The Tenant acknowledges and agrees that the Lease requires the Tenant to provide community space within the Development (the “**Community Space Obligation**”) that has a minimum area of 2,164 square metres (the “**Community Space**”).
- 5.2 The Tenant agrees that the Community Space shall be used for community services and operated by the City or community organizations chosen or created by the City.
- 5.3 The Community Space may be located on a combination of the basement, ground floor, second floor, third floor or mezzanine levels as required. The final location of the Community Space shall be to the satisfaction of the Executive Director, CREM and the Executive Director, SD during the Site Plan Application Process.
- 5.4 The Community Space may include, but is not limited to; appropriate space for an accessible reception area, waiting area, circulation, administration, lobby, public and private washrooms, administrative offices, offices for community organizations, kitchenettes, kitchens, community kitchen, food storage, storage, flexible multipurpose spaces, meeting rooms of varying sizes with appropriate audio visual equipment, client consultation rooms, clinical spaces, artist studios with appropriate plumbing, sinks and ventilation, performance areas, display areas, laundry room, barrier-free washroom with integrated shower and training rooms if required. Spaces within the Community Space to be determined per the co-design process stated in Section 5.7 below.
- 5.5 The Community Space may also have access to outdoor space provided on the Site.

### *Community Space Design Process*

- 5.6 The Tenant and their consultant design team shall consult with the Executive Director, CREM and the Executive Director, SD throughout the design process of the Community Space, particularly at 30%, 60% and 90% design completion stages concurrent with the requirements of Section 5.8 below. For clarity, the design process for the Community Space will occur concurrently with the Site Plan Application process.
- 5.7 Subsequent to the acceptance of the location of the Community Space by the Executive Director, CREM and the Executive Director, SD, the Tenant and their consultant design team, as required shall participate in a co-design process for the interior layout of the Community Space. The co-design process shall be led by appropriate staff from the City’s Social Development and Corporate Real Estate Management divisions and may include additional City of Toronto staff and select organizations, as determined by the City.
- 5.8 Concurrent with Site Plan Application submissions, the Tenant shall submit plans, reports, drawings, schedules or other materials as required showing the specific location of the Community Space, access to and from the Community Space, the interior layout with sufficient detail, including how it affects the utility and service connections, mechanical systems, electrical systems, fire/life safety and structural elements to the satisfaction of the Executive Director, CREM and the Executive Director, SD.
- 5.9 At every design stage as identified in Section 5.6 above, the Tenant shall submit architectural, mechanical, electrical cost estimates and product specifications and cut sheets to the Executive Director, CREM and Executive Director, SD for review.
- 5.10 At the 90% design stage for the Community Space, the Tenant shall ensure that construction documents are prepared with input from the Commissioning agent and include:

- (a) the Commissioning plan for those elements within the Community Space and those that service the Community Space which require commissioning, including the scope and sequence of the Commissioning program;
- (b) the Commissioning specifications, including a manual with examples of verification forms and testing procedures, noting probable duration;
- (c) any specialized documentation related to testing, such as CSA Standards, which may describe options for testing methods; and
- (d) standards for submission and acceptance of:
  - i. shop drawings;
  - ii. contractor's tests;
  - iii. product, system, operations, and maintenance manuals;
  - iv. training programs;
  - v. post-occupancy or seasonal testing; and
  - vi. the consequences of non-compliance.

#### *Construction of the Community Space*

- 5.11 Prior to the issuance of the first Above-Grade Building Permit on the Lands the Tenant shall prepare the final design submission for the Community Space and the Tenant shall obtain written approval from the Executive Director, CREM and the Executive Director, SDFA. The detail required on the final design plans of the Community Space shall be satisfactory to the Executive Director, CREM and the Executive Director, SD.
- 5.12 For clarity, the Tenant shall obtain all necessary permits and approvals to construct the Community Space, in accordance with plans approved by the Executive Director, Development Review, in consultation with the Executive Director, CREM and the Executive Director, SD.
- 5.13 No alterations to the Base Building Conditions as outlined in Section 5.34 and Attachment "E" of this Agreement will be permitted without written consent from the Executive Director, CREM and the Executive Director, SD.
- 5.14 The Tenant shall permit site inspections of the Community Space by the City at any reasonable time, with prior notice to the Tenant to determine compliance with this Agreement, progress and quality of work.
- 5.15 The Tenant shall advise of any change orders during construction that affect the Community Space and provide a copy of the change order to the Executive Director, SD and the Executive Director, CREM.
- 5.16 The Tenant will advise the Executive Director, SD and the Executive Director, CREM, in writing, on any substitutions during construction that may affect the Community Space in any manner.
- 5.17 The Commissioning provisions shall apply to those elements within the Community Space and those that service the Community Space which require Commissioning, and, for greater clarity, shall not apply to those elements that do not service the Community Space.
- 5.18 The Tenant shall arrange and ensure that contractors or suppliers as appropriate, have provided appropriate training to City Staff or have demonstrated the operation and maintenance of any equipment or systems requiring special procedures; in accordance with Guideline 0-2005, "The Commissioning Process", from the American Society of Heating, Refrigerating and Air Conditioning Engineers

(ASHRAE), to verify that a facility and its systems meet the Tenant's project requirements.

- 5.19 The Tenant's Commissioning agent shall submit prepared checklists for the verification of each construction element of the Community Space to be tracked, using the risk management assessment classifications — such as fundamental, critical, and essential — to record compliance with the specifications.
- 5.20 In the case of material substitutions, variances from the specifications must include a written statement of recommendation for acceptance by the Tenant's Architect and for approval by the City.
- 5.21 After all components within the system are accepted and deficiencies are corrected, the Tenant's consultants shall perform regular Commissioning meetings to ensure that all Parties are available to:
  - (a) verify that all prerequisites to testing are in place;
  - (b) review test procedures and acceptable results;
  - (c) witness tests.
- 5.22 The Tenant agrees that attendance at testing procedures by the independent Commissioning agent and by the City operator/s and shall have the trades responsible prove or test systems prior to witnessing by the Commissioning agent.
- 5.23 Once conditional acceptance is established, a building operator training program can be started.
- 5.24 After conditional acceptance is established, but prior to the commencement of the training program, the Tenant shall provide:
  - (a) complete and accurate operating and maintenance manuals;
  - (b) a description of the systems' intended operation;
  - (c) the warranties and information outlining maintenance contracts.
- 5.25 The Tenant shall complete the above noted requirements in Sections 5.17 to 5.24 of this Agreement, prior to providing a copy of substantial performance noted in Section 5.28

#### *Substantial Performance of the Community Space and Completion*

- 5.26 The Tenant shall ensure that all construction work is certified to substantial performance in accordance with the *Construction Act* and the Tenant shall provide a copy of all documentation for substantial performance to the Executive Director, CREM and the Executive Director, SD.
- 5.27 The Tenant shall provide a copy of the certificate of substantial performance to the Executive Director, CREM and the Executive Director, SD and a record that demonstrates that no liens have been registered on title, as it relates to the Community Space after the lien period in accordance with the *Construction Act*.
- 5.28 The Tenant shall be responsible for vacating any liens placed on the Community Space as a result of the design, construction and conveyance to the City as required by this Agreement.
- 5.29 The Tenant acknowledges that the City will attend a deficiency walkthrough with the Tenant, general contractor's (as applicable), and the Tenant's architect and the City shall advise of any deficiencies, whereby the Tenant shall forthwith remedy within a reasonable time at the Tenant's sole cost and expense. All deficiencies arising from the deficiency walkthrough shall be remedied to the satisfaction of the Executive Director, CREM, prior to the Community Space Conveyance Date.

- 5.30 The Tenant will provide the City with a copy of the deficiency walkthrough list with details on cost of each identified deficiency and estimated timeline to rectify. The Tenant shall advise when all deficiencies are rectified and the City shall complete an inspection of the Community Space upon such time as the deficiencies are rectified.
- 5.31 The Tenant shall, at its sole cost and expense, warrant and guarantee the workmanship and materials of the Community Space for a minimum period of two years from the date that the Community Space is subleased to the City (the **"Community Space Warranty Period"**).
- 5.32 The Tenant agrees that the construction of the Community Space shall be completed to the satisfaction of and with written approval by the Executive Director, CREM and the Executive Director, SD prior to receiving an occupancy permit for any residential uses on the Site.
- 5.33 Provided that all matters related to the Community Space have been completed to satisfaction of the City, all outstanding payments and invoices have been made and the City is not aware of any claims against it in connection with the Community Space, the City shall sub-lease the Community Space from the Tenant as contemplated in the Lease (the **"Community Space Sub-Lease"**).

*Base Building Condition of the Community Space*

- 5.34 The Tenant shall design, construct and complete the Community Space in accordance with the base building conditions set out in Attachment "E" to this Agreement, with all required systems verified, fully functional and in good repair to the satisfaction of the Executive Director, CREM and the Executive Director, SD.

*As-Built Drawing Requirement*

- 5.35 The Tenant shall submit "as-built" drawings in hard copy and digital form showing the final plan and profile locations of all works required to construct the Community Space and written certification from the Tenant's architect that the Community Space has been fully and finally constructed or carried out in accordance with the accepted architectural, City Standards and Specifications, good building practices, and the Amending By-law. In particular, the Tenant shall provide floor plans, drawings and certified measurements of the Gross Floor Area, at no cost to the City. Such plans drawings and shall include the interior layout with sufficient detail, including the mechanical systems, electrical systems, fire/life safety and structural elements. The Gross Floor Area showing on such floor plans and measurements should match the required square footage of the Community Space required by the Amending By-law.
- 5.36 Reserved

**6. Rental Replacement Requirements**

- 6.1 The Parties acknowledge and agree that, as of the Date of Application and for the purpose of this Agreement, the subject Residential Rental Property is immediately east of the Site and is comprised of 1313 Queen Street West and 212, 220, 224 Cowan Avenue within Block B1 illustrated in the Amending By-law ((the **"Centre Block Lands"**) which is also under ownership of the City (the **"Centre Block Owner"**)).
- 6.2 The Parties acknowledge and agree that, as of the Date of Application and for the purposes of this Agreement, the subject Residential Rental Property contained nine (9) Existing Rental Units.
- 6.3 The Parties acknowledge and agree that, as of the Date of Application and for the purposes of this Agreement, there is a maximum of nine (9) Eligible Tenants residing in or who have previously resided in the Existing Rental Units and that such tenants are all deemed to be eligible for the Tenant Relocation and Assistance Plan;

6.4 The Parties acknowledge and agree that, as of the Date of Application and for the purposes of this Agreement, the nine (9) Existing Rental Units were deemed to have had the unit mix and rent classifications as set out in Table 1 below.

Table 1: Existing Rental Units - Unit Mix and Rent Classification Summary

Unit Type	Rent Classification				Total
	Affordable	Mid-range (Affordable)	Mid-range (Moderate)	High-End	
One-bedroom	5	0	0	0	5
Two-bedroom	4	0	0	0	4
<b>Total</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>

*Existing Rental Units to be Demolished*

6.5 The City as Centre Block Owner submitted an application pursuant to Toronto Municipal Code Chapter 667, to demolish nine (9) Existing Rental Units located within the Centre Block Lands. The 9 Demolished Rental Units are comprised of five (5) one-bedroom and four (4) two-bedroom rental units.

6.6 The Parties acknowledge and agree that, as of Date of Application and for the purposes of this Agreement, the nine (9) Demolished Rental Units were deemed to have had the unit mix and rent classifications as set out in Table 1 above.

*Replacement Rental Units to be provided on the Site*

6.7 The Tenant agrees to construct, provide and maintain on the Site, nine (9) Replacement Rental Units comprised of five (5) one-bedroom and four (4) two-bedroom rental units.

6.8 The Tenant agrees to construct, provide and maintain on the Site nine (9) Replacement Rental Units comprised of the unit mix and rent classifications as set out in Table 2 below.

Table 2: Replacement Rental Units - Unit Mix and Rent Classification Summary

Unit Type	Rent Classification				Total
	Affordable	Mid-range (Affordable)	Mid-range (Moderate)	High-End	
One-bedroom	5	0	0	0	5
Two-bedroom	4	0	0	0	4
<b>Total</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>

*Unit Mix and Average Unit Size Comparison*

6.9 The Parties acknowledge and agree that the nine (9) Demolished Rental Units and nine (9) Replacement Rental Units are comprised of the unit mix as set out in Table 2 above.

6.10 The Parties acknowledge and agree that the total Gross Floor Area for the nine (9) Demolished Rental Units is 673 square metres and based on the floor plans submitted with Rental Housing Demolition Application by the Landlord as Centre Block Owner, the total Gross Floor Area for the nine (9) Replacement Rental Units is 682 square metres or, approximately 100% of the total Gross Floor Area for the nine (9) Demolished Rental Units. The Parties acknowledge and agree that the average unit size for the Demolished Rental and Replacement Rental Units are as set out in Table 3 below.

Table 3: Average Unit Size Comparison

Unit Type	Demolished Rental Units		Replacement Rental Units		% of Demolished Rental Units
	m <sup>2</sup>	ft <sup>2</sup>	m <sup>2</sup>	ft <sup>2</sup>	
One-bedroom	73		70		96%
One-bedroom	72		70		97%
One-bedroom	69		68		99%
One-bedroom	75		70		93%
One-bedroom	71		70		99%
Two-bedroom	67		81		99%
Two-bedroom	80		81		101%
Two-bedroom	80		86		108%
Two-bedroom	86		86		100%
Average Unit Size – All Units	673		682		100%
<b>Total Gross Floor Area</b>	<b>673</b>		<b>682</b>		<b>100%</b>

- 6.11 The Tenant agrees to apply for Building Permits and to construct and maintain the nine (9) Replacement Rental Units and all related facilities that comprise the Replacement Rental Portion of the Building on the Site in accordance with the following:
- (a) all floor area measurements shall be made in accordance with the Home Construction Regulatory Authority's Directive on Floor Area Calculations;
  - (b) the unit layouts and sizes will be finalized prior to Site Plan Approval for the Development proposed on the Site, to the satisfaction of the Executive Director, Development Review, in consultation with the Chief Planner;
  - (c) the minimum unit sizes described above in Table 3 may vary by a maximum of three percent (3%), but only as a result of reasonable adjustments which may be required for the purposes of accommodating final structural or mechanical design, which adjustments are to the satisfaction of the Chief Planner;
  - (d) the nine (9) Replacement Rental Units shall be provided in at least one contiguous grouping of six (6) Rental Dwelling Units; and
  - (e) the locations of all Replacement Rental units shall be to the satisfaction of the Chief Planner.

*Provision of Replacement Rental Units*

- 6.12 The Tenant agrees:

- (a) to request the issuance of Above-Grade Building Permits for the Replacement Rental Portion of the Building before or concurrently with requesting the issuance of the Above-Grade Building Permits for the Rental Dwelling Units in the Remainder of the Building. The Tenant agrees to notify Toronto Building in writing of same at the time of application for Above-Grade Building Permits; and
- (b) that the Replacement Rental Units shall be made ready and available for occupancy no later than the date by which seventy percent (70%) of the Rental Dwelling Units erected on the Site in the Remainder of the Building, exclusive of the Replacement Rental Units, are available and ready for occupancy.

- 6.13 The Tenant agrees to provide tenants occupying any of the Replacement Rental Units with access to and the use of all facilities and amenities listed below, all of

which are to be available to the tenants of the Replacement Rental Units at no charge, except as specifically provided herein:

- (a) bicycle parking spaces shall be provided in accordance with the Amending By-law and shall be made available to all residents of the Building, including tenants of the Replacement Rental Units, on a first-come first-serve basis, at no charge;
- (b) where applicable, visitor parking spaces shall be provided in accordance with the Amending By-law and will be made available to all residents of the Building, including tenants of the Replacement Rental Units, on a first-come first-serve basis, and at no charge to the tenants of the Replacement Rental Units;
- (c) at least nine (9) storage lockers shall be provided and made available to tenants of the Replacement Rental Units and the terms and conditions for renting a designated storage lockers shall be in accordance with Section 6.26 below;
- (d) ensuite laundry facilities shall be provided in each of the Replacement Rental Units
- (e) central air conditioning shall be provided in each of the Replacement Rental Units at no charge; and
- (f) all indoor amenity space located within the Building and outdoor amenity space located on the Site in accordance with the Amending By-law shall be available for casual and everyday use by the tenants of the Replacement Rental Units at no additional cost, and will be provided on the same terms and conditions as such amenities are made available to residents of the Remainder of the Building. Despite, the foregoing, tenants of the Replacement Rental Units may be charged reasonable, ordinary and customary charges for the private booking of a party room, guest suite, or other similar specific services or amenities, if any, provided the amount of such charges do not exceed the amounts charged to residents of the Remainder of the Building for the use of such services or amenities.

*Replacement Rental Units to be Maintained as Rental Housing*

- 6.14 Subject to Section 6.15 below, the Tenant agrees to provide and maintain the Replacement Rental Units as Rental Dwelling Units, and to generally maintain the Replacement Rental Portion of the Building during the Replacement Rental Period, to the satisfaction of the Chief Planner.
- 6.15 The Tenant agrees that during the Replacement Rental Period, it shall not, and otherwise only if specifically permitted by the Lease:
  - (a) apply to convert any Replacement Rental Units to a non-Rental Dwelling Unit purpose;
  - (b) demolish any Replacement Rental Units without replacement of same to the satisfaction of the Chief Planner;
  - (c) apply for approval of a Description in accordance with the Condominium Act with respect to any Replacement Rental Units, or
  - (d) register the Replacement Rental Units under the Condominium Act or any other form of ownership tenure, such as life lease or co-ownership as defined in Chapter 667 that provides a right to exclusive possession of a Replacement Rental Unit.
- 6.16 The Tenant agrees that following the expiration of the Replacement Rental Period, the Tenant shall continue to provide and maintain the Replacement Rental Units as Rental Dwelling Units by a single residential landlord and will continue to

generally maintain the Replacement Rental Portion of the Building to the satisfaction of the Chief Planner, until if permitted under the terms of the Lease, final approval is obtained for:

- (a) an official plan amendment and zoning by-law amendment to amend any other applicable policies and provisions which are in force and effect at that time which might otherwise prevent the conversion or demolition of such Replacement Rental Units;
- (b) any and all permissions and/or approvals that may be required under any other applicable by-law(s) and statute(s) or regulations which restrict or regulate the demolition or conversion of Rental Dwelling Units on the Site; and
- (c) a Description under the *Condominium Act* respecting the Replacement Rental Portion of the Building in which such Replacement Rental Units are located as set out in Sections 6.17 and 6.18 below.

6.17 If applicable, despite any application for, or approval of, a Description under the Condominium Act, contemplated in Sections 6.15 and 6.16 above, the Tenant covenants and agrees that the Replacement Rental Units shall remain as Rental Dwelling Units unless, and until such time as, final approval of a zoning by-law amendment together with such other permission(s) as described in Sections 6.15 and 6.16 have been obtained.

6.18 The Parties agree that the provisions of Sections 6.14 to 6.17 above shall not be construed as to imply that any of the approvals identified therein have been predetermined in any manner by the City.

#### *Terms and Conditions for Setting Rents – General Provisions*

6.19 The Replacement Rental Units shall be provided and maintained by the Tenant at its own expense, with Rents subject to the following terms:

- (a) subject to (b) and (c) below, for clarity Rent includes utility charges for heat, electricity, gas and water consistent with Rent for the Existing Rental Units;
- (b) if the Tenant elects to provide individual metering and to pass on the responsibility for payment of the basic utility charges for heat, electricity, gas and/or water to a tenant then the maximum Initial Rent as set out in this Section shall be subject to downward adjustments as follows:
  - (i) the downward adjustments for utilities shall be based on the use of Utility Allowances and shall incorporate any utility delivery and service charges, to satisfaction of the Chief Planner in writing; and
- (c) the adjusted Initial Rent, once approved in writing by the Chief Planner, shall form the basis of all Initial Rent calculations provided in all notices to Returning Tenants and in the Tenancy Agreement Clauses entered into by Returning Tenants and First Tenants;

#### *Initial Rent for Returning Tenants*

6.20 The Parties acknowledge and agree that the maximum Initial Rent for a Returning Tenant of an Affordable Replacement Rental unit shall not exceed

- (a) an amount equal to the last Rent paid by such Returning Tenant for the Existing Rental Unit that the Returning Tenant last occupied, at the time the City as Centre Block Owner issued the Notice to End your Tenancy, adjusted for utilities in accordance with Section 6.19 above;



*Initial Rent for First Tenants and New Tenants*

- 6.21 The Parties acknowledge and agree that the Initial Rent for a First Tenant or New Tenant of an Affordable Replacement Rental Unit shall not exceed:
- (a) an amount that is equal to the City's Affordable Rent for the City of Toronto, by unit type, less any adjustments if such First Tenant or New Tenant is paying directly for any of the basic utility costs for heat, electricity, gas and water.
- 6.22 The Parties acknowledge and agree that the general intent of provisions in this Agreement for setting maximum Rents:
- (a) apply to the Affordable Replacement Rental Units for an initial Ten-Year (10-Year) Period; and
  - (b) if during the Ten-Year (10-Year) Period, an Affordable Replacement Rental Unit becomes vacant and is re-rented to a New Tenant, the Rent for such New Tenant shall not exceed an amount that is equal to the City's Affordable Rent for the City of Toronto, by unit type, less any adjustments if such tenant is paying directly for any of the basic utility costs for heat, electricity, gas and water;

*Rent Increases*

- 6.23 The Parties acknowledge and agree that, for tenants who take up occupancy of a Replacement Rental Unit within the Ten-Year (10-Year) Period, rent may be escalated annually by not more than the Guideline, until the tenancy ends.
- 6.24 The Parties acknowledge and agree that if a Replacement Rental Unit becomes vacant after the Ten-Year (10-Year) Period and is re-rented or the tenancy is assigned so that the Named Tenant(s) no longer includes any tenant who first occupied the Replacement Rental Unit during the Ten-Year (10-Year) Period, then the Rent upon re-letting the Replacement Rental Unit shall be established in accordance with applicable Provincial law and without any reference to the Agreement.

*Other charges*

- 6.25 The Tenant agrees that, if a tenant takes occupancy of a Replacement Rental Unit during the Ten-Year (10-Year) Period, there shall be no other mandatory extra charges added to the Rent for facilities and services such as air conditioning, and ensuite laundry facilities. Extra charges shall only be permitted for optional services that the tenant is free to turn down, such as television, internet, storage and vehicle parking.
- 6.26 The Tenant agrees that the storage lockers made available to tenants of the Replacement Rental Units shall be provided in accordance with the following terms and conditions:
- (a) Returning Tenants who rented or had access to a storage locker in the Existing Rental Building at the time the Notice to End your Tenancy was issued by the City as the Centre Block Owner shall be given first priority to rent a storage locker within the Building;
  - (b) for Returning Tenants who rented or had access to a storage locker in the Existing Rental Building, the monthly rate charged to the tenant for renting a storage locker within the Building shall not exceed the lesser of:
    - (i) the monthly rate such tenant paid for a storage locker at the time the Notice to End your Tenancy was issued to the Returning Tenant by the City as the Centre Block Owner; and

- (ii) the amount of the storage locker rental charge stipulated in Section 6.26(d) below;
- (c) the monthly rental rate charged for a storage locker may be increased by the Tenant on an annual basis, by not more than the Guideline; and
- (d) for Returning Tenants who did not rent a storage locker in the Existing Rental Building, First Tenants, and New Tenants, the monthly rate for renting a storage locker within the Building shall be based on objective cost data for storage locker rentals in residential buildings in the neighbourhood, to the satisfaction of the Chief Planner. The monthly rate may be increased on an annual basis thereafter, by not more than the Guideline.

*Tenant Relocation and Assistance Plan*

6.27 The City as the Centre Block Owner agrees that it will be responsible to implement a Tenant Relocation and Assistance Plan for all Eligible Tenants of the nine (9) Existing Rental Dwelling Units proposed to be demolished on the Centre Block Lands in accordance with the following:

- (a) at least six months' notice of the date that they must vacate their Existing Rental Dwelling Unit;
- (b) the right to move directly to a Replacement Rental Unit of the same type at the same Rent in the new Building on the Site;
- (c) where a tenant chooses not to move directly to Replacement Rental Unit, financial compensation equal to three months' Rent, as required under the *Residential Tenancies Act, 2006*;
- (d) a moving allowance; and
- (e) additional compensation and assistance for special needs tenants, with the final determination by the Chief Planner.

*Occupancy Conditions*

- 6.28 At least six (6) months prior to occupancy of the Replacement Rental Units, the Tenant will provide to the City and to the Chief Planner, the furnished unit layouts for the Replacement Rental Units and floor plans illustrating their location in the Replacement Rental Portion of the Building.
- 6.29 At least six (6) months prior to occupancy of the Replacement Rental Units, the Tenant agrees that it will notify City Planning and the City of the expected occupancy date, to enable the City and Landlord of the Existing Rental Units to implement the Tenant Relocation and Assistance Plan.
- 6.30 The Landlord agrees to provide a copy of the Final Seniority List to the Tenant before the deadline for executing the tenancy agreement which shall be final form and shall not be subject to further amendment.
- 6.31 The City as the Centre Block Owner agrees to assign Replacement Rental Units in accordance with the Eligible Tenant unit choices as well as the Final Seniority List.
- 6.32 The City as the Centre Block Owner agrees to notify Eligible Tenants, in writing, of the selected Replacement Rental Unit and the Rent.
- 6.33 At least ninety (90) days before the Replacement Rental Units are ready for occupancy, the Tenant shall send written notification to the Eligible Tenants, City Planning and the City to:
  - (a) advise of opportunities to view the selected Replacement Rental Unit;

- (b) confirm the method and/or meeting location where the Eligible Tenant must attend for the purposes of executing a tenancy agreement for the selected Replacement Rental Unit;
  - (c) advise of the deadline for executing the tenancy agreement, which deadline shall be at least twenty-one (21) days after the date on which the notification referred to above was sent, and shall not be less than sixty (60) days before the term of the tenancy agreement commences; and
  - (d) set out the latest date that the Eligible Tenant can delay the commencement of the tenancy agreement for the selected unit, which delay shall not exceed two (2) months from their Replacement Rental Unit is ready for occupancy.
- 6.34 The Parties agree that an information session for Eligible Tenants will be co-ordinated to explain the process for moving to a Replacement Rental Unit, with the structure, content timing for the information session to be at the final determination of the Chief Planner.
- 6.35 The Parties acknowledge and agree that, each Eligible Tenant, has the right to return to a Replacement Rental Unit of the same unit type as the Existing Rental Unit that such Eligible Tenant occupied on the date that the Landlord as Centre Block Owner issued the Notice to End your Tenancy, provided that:
- (a) a Returning Tenant shall not be required to submit an application for a Replacement Rental Unit as a new tenant and shall not be required to provide income verification or a credit check.
- 6.36 It is understood and agreed that the Eligible Tenant shall lose their right to occupy a Replacement Rental Unit pursuant to this Agreement if such Eligible Tenant:
- (a) fails to execute a tenancy agreement as specified in Section 6.33 above; or
  - (b) waives their right to return to occupy a Replacement Rental Unit.
- 6.37 It is understood and agreed that the Named Tenant(s) on the tenancy agreement for a Replacement Rental Unit must include at least one Eligible Tenant from the Final Seniority List to be eligible for the Initial Rents determined pursuant to Section 6.20 above.
- 6.38 It is understood and agreed that the right of an Eligible Tenant to occupy a Replacement Rental Unit under the Agreement is a personal right of the Eligible Tenant which may not be assigned.
- 6.39 Where two (2) or more Eligible Tenants together occupy an Existing Rental Unit, all such Eligible Tenants shall jointly share the right to return jointly to the Replacement Rental Unit. In situations where only one of the Eligible Tenants elects to exercise their right to return to a Replacement Rental Unit, such individual Eligible Tenant shall continue to have the right to return to the Replacement Rental Unit.
- 6.40 It is understood and agreed that, despite the estimated Initial Rent set out in the Notice to Eligible Tenants, the Initial Rent on the date a Replacement Rental Unit is occupied by a Returning Tenant may be different than the estimate set out in the Notice to Eligible Tenants, as permitted under this Agreement

#### *Access Plan*

- 6.41 The Tenant shall offer all Replacement Rental Units to the general public on a fair and open basis consistent with general practices within the rental market, subject to the provisions of this Agreement with leases of not less than one (1) year. The Tenant agrees that, with respect to the initial occupancy of Replacement Rental Unit by a First Tenant, the Replacement Rental Units shall be offered to Returning Tenants before offering the units to the general public.

- 6.42 The Tenant covenants and agrees to develop an Access Plan in consultation with, and to the satisfaction, of the Chief Planner and Executive Director, Housing Secretariat at least six (6) months in advance of any Replacement Rental Units within the Development being made available for rent. The Access Plan is intended to identify how the Tenant will be offering Replacement Rental Units to Returning Tenants and marketing all other available units and selecting tenants in support of a fair and transparent selection process.
- 6.43 The Tenant agrees to offer any Affordable Replacement Rental Units without Returning Tenants to tenant households who have demonstrated that they are in need of affordable rental housing and who are on a the City's centralized housing access system or, in the event the centralized housing access system is not available, through a fair and transparent advertising and selection process to the satisfaction of the Chief Planner and Executive Director, Housing Secretariat.
- 6.44 The Tenant shall not lease any Replacement Rental Unit as a Short-Term Rental.
- 6.45 The Tenant will ensure that First Tenants and New Tenants have incomes of no more than four (4) times the annual rent at the time of signing a lease for an Affordable Replacement Rental Unit.
- 6.46 The Tenant covenants and agrees to make reasonable efforts, to the satisfaction of the Chief Planner, to ensure, wherever possible, that any Accessible Rental Units are made available for rent to tenant households having one or more household members with special needs, such as a physical and/or mental limitation.

#### *Tenancy Agreement Clauses*

- 6.47 The Tenant covenants and agrees that all tenancy agreements for the Replacement Rental Units beginning during the Ten-Year (10-Year) Period will contain the information contained in the Tenancy Agreement Clauses in Attachment "F" of this Agreement to the satisfaction of the Chief Planner.

#### *Preliminary Approval Conditions*

- 6.48 The City as Centre Block Owner acknowledges and agrees that it shall not be entitled to, and shall not request, the issuance of a Demolition Permit to demolish any residential building, or portion thereof, or any Existing Rental Unit existing on the Centre Block Lands on the date of the Agreement until, and in addition to any other requirements, all of the following have been satisfied:
  - (a) this Project Agreement has been entered into and, where required, registered on title to the Site;
  - (b) the nine (9) Replacement Rental units on the Site are read and available for occupancy; and
  - (c) the City, as Centre Block Owner, has confirmed, in writing, that the Existing Rental Units are vacant.

#### *Reporting and Monitoring – List of Replacement Rental Units*

- 6.49 At the time of initial occupancy of the Replacement Rental Units, the Tenant agrees to submit a table to the Chief Planner which designates the Affordable Replacement Rental Units by building address and unit number, identifies each unit's bedroom type and floor area, and specifies the Initial Rent and/or storage charges, if any.

#### *Updating List*

- 6.50 The Tenant agrees to update the table required in Section 6.49 above annually, illustrating the rent increase calculations applied to the Initial Rents charged to the

Replacement Rental Units, and provide a list of the unit addresses, including tenants names, and submit it to the Chief Planner.

- 6.51 Should the Replacement Rental Portion of the Building be sold or leased within the Replacement Rental Period, the new owner or tenant shall update list required in Section 6.49 above and provide the updated list to the Chief Planner dated one (1) year after the closure of such sale or lease..
- 6.52 At the request of the Chief Planner from time to time, the Tenant agrees to update the list in Sections 6.49 above as appropriate and submit it to the Chief Planner.
- 6.53 Reserved

## 7. **Publicly Accessible Space (PAS) – Pedestrian Connection**

- 7.1 The Tenant shall, at its sole expense, and to the satisfaction of the Executive Director, Development Review, design, construct, operate and maintain as part of the Development an, at grade, open and publicly accessible space for the purpose of providing pedestrian connection along the southerly boundary of the Site and having a minimum width of 2.1 metres and minimum height of 6.5 metres (the "**PAS Connection**").
- 7.2 The specific location, configuration and design of the PAS Connection shall be determined to the satisfaction of the Executive Director, Development Review through the Site Plan Approval process for the Demised Lands and shall be further secured in a Site Plan Agreement with the City, to the satisfaction of the City Solicitor.
- 7.3 Prior to final Site Plan Approval, the Tenant shall, at its own expense, prepare and deposit in the appropriate Land Registry Office, one or more draft reference plans of survey, in metre units and integrated with the Ontario Co-ordinate System showing the co-ordinate values at the main corners of the of the PAS Connection in a schedule on the face of the plan and delineating thereon by separate PARTS, all lands upon which the City's rights in the PAS Connection are reserved in the Lease, together with the remainder of the Demised Lands or that portion of the Demised Lands that is the subject of the Site Plan Application, as the case may be (the "**PAS Connection Reference Plan**"). Draft reference plans shall be submitted for review and acceptance by the Executive Director, Development Review prior to deposit, as applicable.
- 7.4 The Tenant acknowledges that, pursuant to the Lease, and as set out in Section 10.1 of this Agreement, the Tenant's leasehold interest in the Demised Lands is subject at all times to the creation of easements and/or reservation of equivalent rights in favour of the City as may be required in the context of the development process and at the time specified.
- 7.5 On the date of issuance of final Site Plan Approval by the Executive Director, Development Review for the Demised Lands, the Tenant shall, to the satisfaction of the Executive Director, Development Review and City Solicitor, grant a non-exclusive easement or equivalent rights, to the City for public access and use over the entirety of the PAS Connection, as described in the PAS Connection Reference Plan (the "**PAS Connection Easement**"). The PAS Connection Easement shall be granted to the City for nominal consideration and free and clear of all physical and title encumbrances, unless acceptable to the Executive Director, Development Review and the City Solicitor.
- 7.6 The Tenant shall complete the construction of the PAS Connection to the satisfaction of the Executive Director, Development Review prior any residential or non-residential use or occupancy of all or any part of a building within the Demised Lands. The timing for completion may be subject to extension allowing for landscaping seasonality at the sole discretion of the Executive Director, Development Review, and on such terms as may be deemed appropriate to the Executive Director, Development Review.

- 7.7 The Tenant shall ensure that the PAS Connection shall be open and accessible to the general public at all times, seven days a week, or such reduced hours as may be acceptable to the Executive Director, Development Review, or in the event of an emergency, such that the public has the right to use such lands. The Tenant may refuse access to the PAS or may require a person to leave such lands during such times only in the case where that person:
- (a) unreasonably interferes with or restricts, or attempts to unreasonably interfere with or restrict the ability of other members of the public or lawful users, including occupants of the Demised Lands to access, use or enjoy the PAS Connection or any portion thereof,
  - (b) carries on or attempts to carry on, an illegal or unlawful activity on or within any part of the PAS Connection,
  - (c) acts in a manner unreasonably inconsistent with the intended use of the PAS,
  - (d) obstructs or injures, or attempts to obstruct or injure, any other person or persons who are using or enjoying the PAS Connection or any portion thereof;
  - (e) harms or destroys, or attempts to harm or destroy, the PAS Connection or any portion thereof or any property rights associated therewith and/or any property of any person or persons entitled to use or enjoy the PAS Connection;
  - (f) obstructs, damages, injures or interferes with, or attempts to obstruct, damage, injure or interfere with, any lawful business or occupation carried on by, or any rights or interest of, the building Tenant(s) or person(s) in lawful possession or tenancy of the PAS Connection, the Demised Lands or any portion thereof; or
  - (g) commits or attempts to commit any criminal or quasi-criminal offence or is in breach of any municipal by-law.
- 7.8 The Tenant shall ensure that the PAS is:
- (a) illuminated to a minimum average intensity of 10 lux on the surface or to such lesser standard as the Executive Director, Development Review may agree to,
  - (b) constructed in accordance with accepted plans and drawings and in a manner acceptable to the Executive Director, Development Review,
  - (c) maintained in a prudent manner as is required of a residential landlord and is reasonably required by the Executive Director, Development Review, and
  - (d) kept free of graffiti and kept free of obstruction or encumbrance that may hinder access and use for the purpose intended, including clear of rubbish, run-off, water, snow and ice.
- 7.9 The Tenant agrees that the PAS Connection shall, for the term of the Lease, remain as a PAS Connection subject to the PAS Connection Easement in accordance with the provisions of this Agreement.
- 7.10 The City and the Tenant agree that the PAS Connection, or a portion thereof, may be closed to the public during emergencies.
- 7.11 Following delivery of the PAS Connection Easement for use by the public, the City acknowledges that the Tenant may be required, from time to time, to use or obstruct parts of the PAS Connection for the purpose of constructing the PAS Connection, effecting maintenance or repairs to the PAS Connection and also for the purpose of constructing and effecting maintenance and repairs to the adjacent

lands, buildings and structures, above and below grade, also within the Demised Lands, which may necessitate the obstruction and closure of all or part of the PAS Connection. In the case of obstruction or closure of all or part of the PAS Connection, the Tenant shall obtain the prior written consent of the Executive Director, Development Review for such closure and for such period as may be specified by the Executive Director, Development Review, except in the case of an emergency.

8. **Shared Requirements (245 Dunn Avenue)**

- 8.1 The Parties acknowledge and agree that the Landlord will be responsible to facilitate necessary works and access arrangements required with respect to adjacent premises located at 245 Dunn Avenue on terms set out in the Lease and to co-ordinate with first occupancy of the Building.

9. **Site Plan Application**

- 9.1 The Tenant shall submit a complete Site Plan Application to the satisfaction of the Executive Director, Development Review and obtain Site Plan Approval for the Development.
- 9.2 The Parties acknowledge and agree that plans and drawings submitted for Site Plan Approval for the Development will be prepared and will be subsequently reviewed in the context of the Parkdale Hub Design Brief (August 31, 2023) as endorsed by City Council by adoption of 2023 Item PH7.5 at its meeting November 8 and 9, 2023, to the satisfaction of the Executive Director, Development Review.

10. **Easements**

- 10.1 The Tenant acknowledges and agrees as follows:

- (a) Where this Agreement contemplates the grant and registration of an easement interest by the Tenant, and such easement cannot be granted by the Tenant owing to the nature of its leasehold property interest, then the Tenant and City each acknowledge and agree that the Tenant's leasehold interest shall instead be subject at all times to equivalent and comparable rights in favour of the City, and any other third party who would otherwise benefit from such easement. The Tenant further acknowledges and agrees that, prior to the Commencement Date or such other date as may be set out in the Lease or any Schedule thereto, the Tenant shall enter into an agreement on the Landlord's standard form or provide such other assurance as may be required confirming the terms of such easement rights or rights in the nature of an easement; and
- (b) where this Agreement references an easement interest in favour of the City, prior to the Commencement Date or such other date as may be set out in the Lease or any Schedule thereto, the Tenant shall:
- (i) grant to the City such easement interest over the Tenant's Leasehold Interest, in form and content satisfactory to the City, together with any postponements required by the City related thereto; and
  - (ii) prepare and cause to be registered a reference plan of survey on title to the leasehold parcel for the Demised Lands to describe the portion of the Demised Lands that is subject to such easement,

all at the sole cost and expense of the Tenant.

11. **Insurance**

- 11.1 The Tenant shall take out and thereafter maintain, at its expense, including payment of all premiums, commercial general liability insurance with respect to Development acceptable as to form, limits and conditions to the City's Chief Financial Officer for a limit of not less than Ten Million Dollars (\$10,000,000.00)

per occurrence (such limit to be increased from time to time to reflect an amount which would be maintained by a prudent Tenant as determined by the City) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the Demised Lands, until such time as the appropriate City official no longer requires the Tenant to maintain such insurance, and further agrees that:

- (a) the insurance policy shall include the City, its Agencies, Boards and Commissions, and each of their elected officials, officers, employees and agents, their successors and assigns, or any of them, and the Community Space User as additional insureds and shall contain a cross-liability and severability of interest clause and include contractual liability coverage. Such liability insurance policy shall provide that any breach of a condition of the policy by an insured shall not affect the protection given by the policy to any other insured;
- (b) 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 30 days prior written notice thereof;
- (c) it shall provide the City and the Community Space User with satisfactory evidence of such insurance upon request by the City or the Community Space User, and a certificate of insurance shall be remitted to the Executive Director, Development Review and Community Space User within 30 days of issuance and evidence of continuance shall be remitted to the City and the Community Space User at least 30 days prior to expiration of any insurance policy; and
- (d) if at any time the City or Community Space User determines that the required insurance has not been taken out or if the City or Community Space User receives notice from the insurer that it has cancelled or refused to renew the said insurance, or that it intends to do so, or if the City or Community Space User otherwise determines that the said insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the City or Community Space User may, on written notice to and at the expense of the Tenant, obtain new insurance. Upon receipt of such notice, the Tenant shall immediately arrange replacement insurance and shall reimburse the City or Community Space User, as the case may be, for the cost of new insurance arranged by the City or Community Space User, as the case may be. Any insurance arranged by the City or Community Space User will be cancelled only upon receipt of a certificate of replacement insurance together with payment by the Tenant of all costs incurred by the City or Community Space User, as the case may be; and
- (e) The Tenant shall provide the City and Community Space User with a copy of the insurance policy, upon request.

## 12. **Indemnity**

- 12.1 The Tenant will save, defend and keep harmless and fully indemnify the City, its Agencies, Boards and Commissions, and each of their elected officials, officers, employees and agents, their successors and assigns, or any of them, from and against all manner of actions, causes of action, suits, claims, executions, demands and other proceedings which may be brought against or made upon the City, its elected officials, officers, employees and agents, their successors and assigns, or any of them, from and against all loss, liability, judgment, costs, charges, damages, liens, damages or expenses which the City, its Agencies, Boards and Commissions and each of their elected officials, officers, employees and agents, their successors and assigns, or any of them may sustain, suffer, incur, be put to, or pay by reason of, or on account of, or in consequence of the following non-exhaustive list of risks:



- (a) the fulfilment by the Tenant of the obligations of the Tenant under this Agreement including the default or breach by the Tenant of its obligations under this Agreement or by reason of any negligence or default of the Tenant, its officers, employees, agents or persons acting under its direction in connection with the Tenant's obligations hereunder;
  - (b) any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused directly or indirectly, resulting from or sustained by any reason of any act or omission of the Tenant or any person for whom it is in law responsible in connection with this Agreement; and
  - (c) any loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the City as a result of any environmental remediation in respect of the Site, or failure to perform the same, including any arising from or in any way connected with any contaminant left on or below the Site or created as a result of the development of the Site, or the construction of services.
- 12.2 The Tenant will pay to the City, its Agencies, Boards and Commissions, and to each such Agency, Board and Commission, elected official, officer, employee or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the City, its Agencies, Boards, or Commissions, or by any of their elected officials, officers, employees and agents in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the City, its Agencies, Boards or Commissions, or any of their elected officials, officers, employees or agents in settlement of or in discharge or on account thereof.
- 12.3 The Tenant releases the City, its Agencies, Boards and Commissions, and their elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the City, its Agencies, Boards and Commissions, or their elected officials, officers, employees and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Tenant by reason of, or on account of, or in consequence of the fulfilment of their respective obligations or exercise of their respective powers under this Agreement, provided, however, that such release shall not apply to any loss, costs, charges, damages, liens and expenses incurred by the Tenant arising from the negligence and/or wilful misconduct of the City, its Agencies, Boards, or Commissions, or their officers, employees, agents or persons for whom it is responsible in law.
- 12.4 Any amounts owing to the City pursuant to the obligation of the Tenant to indemnify the City pursuant to the terms of this Agreement may be collected by the City, in addition to any other remedies it may have, as taxes with all such amounts to be payable as directed by City Council pursuant to Section 386 of the *City of Toronto Act*.

#### *Tenant may Defend*

- 12.5 If the City, its Agencies, Boards or Commissions, or any of them, are made a party to any action, suit or proceeding in respect of a claim to which the Tenant's obligations under the provisions of this Agreement extend, the Tenant may defend such action, suit or proceedings in the name of the City, its Agencies, Boards, or Commissions, provided that the Tenant may, in such event, elect to pay and satisfy any such claim, and in such event, the City or its Agency, Board or Commission, as applicable, shall inform the Tenant fully of such claims and shall afford the Tenant every reasonable co-operation in the defence of such action, suit or proceeding.
- 12.6 The obligations of the Tenant to defend, indemnify and release the City and its Agencies, Boards, and Commissions, under the provisions of this Agreement shall

survive any termination or release in whole or in part of this Agreement, anything in this Agreement to the contrary notwithstanding.

#### *Tenant to Protect Public*

- 12.7 The Tenant shall take all precautions necessary to protect the public against injury on the Site and other land external to the Site which are developed or serviced pursuant to the terms hereof and, including amongst other matters, when necessary, maintain illuminated danger signals at night and such other times and places as public safety may require.

#### *Taxes*

- 12.8 Unless otherwise provided for in this Agreement, the Tenant acknowledges and agrees to pay, and shall fully indemnify the City in respect of any taxes, including those levied under the *Excise Tax Act*, associated with the benefit to the City of any facility, service, matter or thing referenced in this Agreement to be provided by the Tenant and provided to the City for the benefit of the City by the Tenant, including any service, matter or thing required under Section 114 of the *City of Toronto Act* provided:

- (a) such indemnity shall be net of any rebate available to the City; and
- (b) the Tenant may defend against the imposition of such taxes in the name of the City provided that the Tenant may, in such event, elect to pay and satisfy any such claim for taxes in which event the City shall inform the Tenant fully of such claim for taxes and in such event the City shall offer the Tenant every co-operation in the defence of said claim for taxes.

For clarity, the Parties acknowledge and agree that as at the date of execution of this Agreement the Parties have not determined whether goods and services tax will be exigible upon the said facilities, services, matters and things and agree that in the event the goods and services tax is exigible the Tenant will be responsible for the payment thereof and will fully indemnify and save harmless the City with respect thereto.

### 13. **Miscellaneous**

#### *Development Charges, Park Levies and Contributions*

- 13.1 The Parties acknowledge and agree that none of the facilities, works, services, matters or funds to be provided by the Tenant to the City under the terms of the Agreement shall constitute Development Charges nor do they qualify as a Development Charges credit pursuant to any by-law enacted by the City pursuant to the *Development Charges Act* or any successor legislation nor do they constitute a parks levy payment pursuant to Section 42 of the *Planning Act*. The Tenant further acknowledges that it will be required to make all applicable Development Charge payments in accordance with the provisions of any by-law enacted by the City pursuant to the *Development Charges Act* and all applicable park levy payments, subject to the terms of this Agreement and the terms of the Contribution Agreement.
- 13.2 The Tenant acknowledges and agrees that any payments or contributions made to the City pursuant to this Agreement are separate and distinct from any other payment the Tenant may be liable for pursuant to the *Planning Act*, the *City of Toronto Act* or other applicable legislation, including but not limited to the aforesaid Development Charges or park levy payments pursuant to Section 42 of the *Planning Act* and the *Development Charges Act*. The Tenant further acknowledges that the Tenant may be required to make such other payments or pay such other charges as may be applicable in addition to the contributions made pursuant to this Agreement and the terms of the Contribution Agreement.

### *Enurement*

- 13.3 The Tenant agrees that the covenants, restrictions, rights, duties, provisos, conditions and obligations in this Agreement, as they apply to the Tenant, shall run with the Site and shall enure to the benefit of and be binding upon the Tenant and its heirs, executors, administrators, successors and assigns, including all subsequent Tenants of all or any portion of the Site.

### *Jurisdiction to Enter into this Agreement*

- 13.4 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the other to enter into this Agreement. The Tenant therefore covenants and agrees that it shall not question the jurisdiction of the City to enter into this Agreement nor question the legality of any portion thereof; and, likewise, the City agrees that it shall not question the jurisdiction of the Tenant to enter into this Agreement, subject to receiving a Title Opinion for Agreements in accordance with this Agreement, nor question the legality of any portion hereof. The Parties hereto and their respective heirs, executors, administrators, successors, assigns and sub-lessees are and shall be estopped from challenging the jurisdiction of the other Party to enter into this Agreement in any proceeding before a court of competent jurisdiction.
- 13.5 If this Agreement as a whole is determined by a court of competent jurisdiction to be illegal or beyond the power and jurisdiction of the City, and appeals from such decision have been exhausted, the Tenant and the City agree that the Amending By-laws may be repealed by the City, and any alteration approval may be rescinded by the City and the Tenant covenants and agrees not to oppose or cause to be opposed the said repeal and rescission and the termination provisions of this Agreement shall apply *mutatis mutandis*.
- 13.6 If any individual provision(s) of this Agreement is or are determined by a court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement if both the Tenant and the City agree, and the remainder of the Agreement shall continue in full force and effect, *mutatis mutandis*; and, in such case, the Tenant and the City agree to negotiate in good faith to amend the Agreement in order to implement the intentions as set out herein. If the Tenant and the City cannot agree that such provision or provisions shall be severed, or if this Agreement is found not to have jurisdiction or authority to restrain the issuance of a Building Permit or a Heritage Permit or to restrain occupancy in accordance with the terms of this Agreement, City Council may repeal or amend the Amending By-laws with the object of restoring the zoning by-law provisions applicable to the Site to the state they were in on the day immediately prior to the date of the passing of the Amending By-laws, and the Tenant covenants and agrees not to oppose or cause to be opposed the repeal of the Amending By-laws.

### *Headings*

- 13.7 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

### *City Officials*

- 13.8 Reference to a City official in this Agreement shall be deemed to include a reference to the City official who performs the duties of such referenced person from time to time. Whenever the provisions of this Agreement require an approval or consent of any Official of the City, in the event the City Council deems it appropriate, the approval or consent may be given by any other Official of the City or may include the approval of the Council.

### *Gender and Number*

- 13.9 This Agreement shall be construed with all changes in number and gender as may be required by the context.

### *Time to be of Essence*

13.10 Time shall be of the essence in this Agreement.

### *Failure is Not Waiver*

13.11 The failure of the City at any time to require performance by the Tenant of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

### *Statutory References*

13.12 Reference in this Agreement to any legislation (statutes, regulations, by-laws, etc.) includes an amendment, replacement, subsequent enactment or consolidation of such legislation.

### *Specific Performance*

13.13 The Tenant acknowledges that any breach of this Agreement by the Tenant would not be adequately compensated by payment of damages and, accordingly, the Tenant admits that specific performance is an appropriate form of remedy in the event of default by the Tenant.

### *Commencement of Agreement*

13.14 This Agreement shall commence on the date of execution by the Parties.

### *Enforcement*

13.15 The Tenant agrees that the facilities, works and matters required by the Agreement shall be provided by the Tenant at its sole risk and expense. Such facilities, works and matters required by this Agreement shall be to the satisfaction of the City. In addition, the Tenant agrees that upon failure by it to do any act that is required by this Agreement, the City may, in addition to any other remedy under this Agreement or otherwise, enter upon the Site, if necessary and do the said act at the Tenant's expense and collect the cost in like manner as municipal taxes as provided for in Section 386 of the *City of Toronto Act*.

### *Chief Building Official*

13.16 The Tenant agrees that wherever the provisions of this Agreement permit the City to refuse to process or issue a Building Permit, such provisions shall apply equally to the Chief Building Official.

### *Default*

13.17 The Tenant acknowledges and agrees that despite the *Building Code Act* or any successor legislation or any other Ontario statute, the Chief Building Official shall not issue, or be required to issue, nor shall the Tenant demand or be entitled to receive, any Building Permit while the Tenant is in default of its obligations under this Agreement. The Tenant acknowledges and agrees that neither the City nor any City official shall be required to issue a Heritage Permit, nor shall the Tenant demand or be entitled to receive, any such permit while the Tenant is in default of its obligations under this Agreement.

### *Estoppel*

13.18 The provisions of Section 16.17 above may be pleaded by the City as an estoppel against a plaintiff/defendant by counterclaim in any proceedings of any nature or kind whatsoever against the Chief Building Official or the City or any of its employees or officials, as a result of the non-issue or revocation of a Building Permit or a Heritage Permit, as the case may be.

### *Force Majeure*

- 13.19 Notwithstanding anything in this Agreement to the contrary, and subject to Section 16.20 below, if the Tenant or the City is *bona fide* delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts of public enemy, war, terrorism, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, then the performance of such obligation is excused for so long as such cause exists, and the party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause.
- 13.20 Nothing in Section 16.19 above shall operate to excuse the Tenant from prompt payment of all sums required to be paid to the City or prompt provision of Letters of Credit, or Upwards Indexing of those Letters of Credit, to be provided to the City, pursuant to the terms of this Agreement.

### *Jurisdiction is Not Fettered*

- 13.21 Notwithstanding any other provision of this Agreement, the Parties agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the City Council which authorized the execution of this Agreement or any of its successors in the exercise of any of City Council's discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind official plan amendments; and to approve or withhold approval to allow any demolition, relocation, construction, alteration, remodelling or any other things or act which may materially affect any building, structure or part thereof that is the subject of an agreement.

### *City Not Bound as Tenant*

- 13.22 In the event that the City leases any part of the Site, the City shall not be bound by this Agreement as a Tenant.

### *Further Acts and Assurances.*

- 13.23 The Parties covenant and agree that at all times and upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

## **14. Governing Law and Attornment**

- 14.1 This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and of Canada applicable thereto, and the Parties attorn to the jurisdiction of the courts of the Province of Ontario.

## **15. Registration of the Project Agreement**

- 15.1 The Tenant warrants and represents that it has a leasehold interest in the Demised Premises described in Attachment "A".
- 15.2 The Tenant agrees that, following execution, at its sole costs and expense, this Agreement shall be registered on title to the Demised Premises by the City, or by the Tenant if agreed to by the City.
- 15.3 The Tenant shall do such things and obtain such discharges, releases or postponements as are required to ensure that this Agreement, once registered, shall have priority over any interest other than the Tenant's leasehold Interest and

those encumbrances as may be accepted in the sole discretion of the City Solicitor, as permitted encumbrances, if any.

15.4 Upon registration of this Agreement, the Tenant shall, at its sole expense, obtain and deliver to the City a title opinion addressed to the City from the Tenant's solicitor, being a solicitor in good standing in the Province of Ontario, which the Tenant acknowledges and agrees may be relied upon by the City, wherein such solicitor opines to the City that:

- (a) the Tenant has a leasehold interest in the Demised Premises;
- (b) this Agreement, once registered on title to the Demised Premises, will have priority over any interest other than the City's fee simple interest and such permitted encumbrances as may be accepted by the City Solicitor, if any; and
- (c) none of such permitted encumbrances, if any, include rights or interest in favour of the parties thereto, or their respective successors and assigns, that would preclude, defeat or adversely affect, in any material respect, the rights and interest of the City arising from the Agreement,

with such opinion to be updated, as necessary, to the satisfaction of the City Solicitor.

16. **Execution and Counterparts**

16.1 This Agreement may be executed by the Parties in counterparts and when all Parties have executed at least as many counterparts as there are parties, all of such counterparts shall be deemed to be originals and all such counterparts taken together shall constitute one and the same agreement.

16.2 This Agreement may be executed by one or more parties by facsimile or electronic transmitted signature and all parties agree that the reproduction of signatures by way of facsimile or electronic device will be treated as though such reproductions were executed originals. Any Party may require executed originals of the other upon written demand.

**IN WITNESS WHEREOF** the Parties have hereunto caused their respective hands and corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that behalf.

[ • ]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the corporation

APPROVED AS TO FORM

CITY OF TORONTO

.....  
For Wendy Walberg  
City Solicitor

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Authorized by Item [ ], as adopted by City of  
Toronto Council at its meeting on [ ].

**Attachment “A”**

**Legal Description of Site / Demised Land**

**[ To be confirmed and inserted ]**



## Attachment “B”

### Amending By-law to Zoning By-law 569-2013

- Authority: Planning and Housing Committee Item PH7.5, as adopted by City of Toronto Council on November 8 and 9, 2023  
City Council voted in favour of this by-law on November 9, 2023  
Written approval of this by-law was given by Mayoral Decision 23-2023 dated November 9, 2023



CERTIFIED TRUE COPY  
John D. Elvidge, City Clerk

Digitally signed document  
Use PDF reader to verify

2023-12-01

#### CITY OF TORONTO

#### BY-LAW 1145-2023

**To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2022 as 1303, 1313, 1325, 1337, and 1345 Queen Street West and 212, 220 and 224 Cowan Avenue.**

Whereas Council of the City of Toronto has the authority pursuant to 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, as amended;

The Council of the City of Toronto enacts:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, as amended, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.1 respecting the lands outlined by heavy black lines from a zone label of CR 2.5 (c1.0; r2.0) SS2 (x2609), CR 2.5 (c1.0; r2.0) SS2 (x2610) and R (d1.0) (x324) to a zone label of CR 2.5 (c1.0; r2.0) SS2 (x908) and R (d1.0) (x178) as shown on Diagram 2 attached to this By-law.
4. Zoning By-law 569-2013, as amended, is further amended by amending the Policy Areas Overlay Map in Section 995.10 for portions of the lands municipally known in the year 2022 as 1337 and 1345 Queen Street West and 220 Cowan Avenue and applying the following label: Policy Area 4, as shown on Diagram 3 attached to this By-law.
5. Zoning By-law 569-2013, as amended, is further amended by amending the Height Overlay Map in Section 995.20 for portions of the lands municipally known in the year 2022 as 1337 and 1345 Queen Street West and 220 Cowan Avenue and applying a height label of HT 14.0, as shown on Diagram 4 attached to this By-law.
6. Zoning By-law 569-2013, as amended, is further amended by amending the Rooming House Overlay Map in Section 995.40 for portions of the lands municipally known in the year 2022 as 1337 and 1345 Queen Street West and 220 Cowan Avenue and applying a rooming house label of B3 as shown on Diagram 5 attached to this By-law.

7. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number 908 so that it reads:

(908) Exception CR 908

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

Site Specific Provisions:

- (A) On lands shown as "Block A", "Block B1", "Block C" on Diagram 6 attached to By-law 1145-2023, if the requirements of By-law 1145-2023 are complied with, a **building** or **structure** may be constructed, used or enlarged in compliance with Regulations (B) to (BB) below;
- (B) For the purposes of this exception:
  - (i) "lot" means the area delineated by heavy black lines as shown on Diagram 1 attached to By-law 1145-2023;
  - (ii) "Block A" means the properties municipally known in the year 2022 as 1337 and 1345 Queen Street West and a portion of 1325 Queen Street West as shown on Diagram 6 attached to By-law 1145-2023;
  - (iii) "Block B1" means the properties municipally known in the year 2022 as 1313 Queen Street West and 224 Cowan Avenue and portions of 1325 Queen Street West and 220 Cowan Avenue as shown on Diagram 6 attached to By-law 1145-2023;
  - (iv) "Block B2" means a portion of the properties municipally known in the year 2022 as 212 Cowan Avenue and 220 Cowan Avenue as shown on Diagram 6 attached to By-law 1145-2023; and
  - (v) "Block C" means the property municipally known in the year 2022 as 1303 Queen Street West as shown on Diagram 6 attached to By-law 1145-2023;
- (C) For the purposes of Clause 5.10.30.20 the **lot line** abutting Queen Street West is the **front lot line** for "Block A", "Block B1", and "Block C";
- (D) Despite regulation 40.10.40.1(1) all **dwelling units** in a **building** must be located above non-residential use portions of a **building**;
- (E) Regulation 40.10.40.1(6)(A) relating to pedestrian access adjacent to a **lot** in a Residential Zone Category, does not apply;
- (F) Despite regulations 40.5.40.10(1) and (2), the height of a **building** or **structure** is the distance between the following Canadian Geodetic Datum and the elevation of

the highest point of the **building** or **structure** within the specified portion of the "lot";

- (i) "Block A": 97.87 metres;
  - (ii) "Block B1": 96.60 metres; and
  - (iii) "Block C": 96.82 metres;
- (G) Despite regulation 40.10.40.10(2), the permitted maximum height of a **building** or **structure** is the number in metres following the letters "HT" as shown on Diagram 7 of By-law 1145-2023;
- (H) Despite regulations 40.5.40.10(4), (7), (8) and regulation (G) above, the following equipment and **structures** may project beyond the permitted maximum height shown on Diagram 7 of By-law 1145-2023:
- (i) equipment used for the functional operation of the **building**, including electrical, utility, mechanical and ventilation equipment, enclosed stairwells, roof access, access to amenity space, maintenance equipment storage, elevator shafts, chimneys, and vents, by a maximum of 6 metres;
  - (ii) **structures** that enclose, screen, or cover the equipment, **structures** and parts of a **building** listed in (i) above, including a mechanical penthouse, by a maximum of 6 metres; and
  - (iii) architectural features, parapets, access stairwells, and elements and **structures** associated with a **green roof**, may project an additional 2.5 metres above the elements permitted to project beyond the permitted maximum height in (i) and (ii) above;
- (I) Despite regulation 40.5.40.10(6), unenclosed **structures** providing safety protection to rooftop **amenity space** may exceed the permitted maximum height for that **building** by:
- (i) 1.5 metres, if the **structures** are no closer than 0.4 metres from the exterior face of any **main wall**; and
  - (ii) 3.0 metres, if the **structures** are no closer than 2.0 metres from the exterior face of any **main wall**;
- (J) Despite regulation 40.10.40.10(7), the permitted maximum number of **storeys** in a **building** on a "lot" is:
- (i) the number value following the letters "ST" on Diagram 7 of By-law 1145-2023;

- (ii) if there is no "ST" or number value on a portion of the **building** on Diagram 7 of By-law 1145-2023, a **storey** limit does not apply; and
  - (iii) a mechanical penthouse, enclosed roof access stairwell that provides access to outdoor **amenity space**, or mezzanine level are not a **storey**;
- (K) Despite regulations 40.5.40.40(1) and (3), the **gross floor area** of a **non-residential building** or **mixed use building** is reduced by all of the following areas in the **building**:
  - (i) areas located below-ground;
  - (ii) **loading spaces**;
  - (iii) **bicycle parking spaces** and the entirety of the room separated by demising walls containing those **bicycle parking spaces**;
  - (iv) shower rooms, washrooms, electrical, utility, mechanical and ventilation rooms;
  - (v) shower and change facilities;
  - (vi) indoor **amenity space**;
  - (vii) elevator shafts;
  - (viii) garbage shafts;
  - (ix) mechanical penthouse; and
  - (x) exit stairwells;
- (L) Despite regulation 40.10.40.40(1), the required minimum and permitted maximum **gross floor area** of all **buildings** and **structures** on "Block A", "Block B1", and "Block C" are as follows:
  - (i) "Block A"
    - (a) a maximum of 13,500 square metres of **gross floor area** for residential uses is permitted; and
    - (b) a minimum of 500 square metres of **gross floor area** for non-residential uses is required;

- (ii) "Block B1"
  - (a) a minimum of 6,000 square metres of **gross floor area** for non-residential uses is collectively required on "Block B1" and "Block B2";
- (iii) "Block C"
  - (a) a maximum of 5,550 square metres of **gross floor area** for residential uses is permitted; and
  - (b) a minimum of 450 square metres of **gross floor area** for non-residential uses is required;
- (M) Despite regulations 40.10.40.50(1)(B) and (C), outdoor **amenity space** must be provided on each of "Block A" and "Block C" in accordance with the following:
  - (i) a minimum of 40.0 square metres of outdoor **amenity space** is required; and
  - (ii) outdoor **amenity space** may be on a roof or **green roof** that is accessible to occupants of **dwelling units**;
- (N) Despite regulation 40.10.40.70(2), the required minimum **building setbacks** are as shown in metres on Diagram 7 of By-law 1145-2023;
- (O) Despite regulation (N) above, the required minimum **building setback** between a height of 0 metres and 6.5 metres is 2.1 metres from the south **lot line** of "Block A" as shown on Diagram 6 of By-law 1145-2023;
- (P) Despite regulation 40.10.40.80(2), the required separation of **main walls** are as shown in metres on Diagram 7 of By-law 1145-2023;
- (Q) Despite regulation 40.10.40.60(1)(C), a platform with no roof, such as a deck, porch, balcony, or similar **structure**, attached to or less than 0.3 metres from a **building**, is subject to the following:
  - (i) "Block A"
    - (a) no platform on the north **main wall** may encroach into the required minimum **building setback**;
    - (b) no platform on the south **main wall** may encroach into the required minimum **building setback**;
    - (c) must be located above the first **storey** of the **building** above ground; and

- (d) may not project more than 1.8 metres from the **main wall** to which it is attached;
- (ii) "Block C"
  - (a) no platform on the north **main wall** may encroach into the required minimum **building setback**;
  - (b) no platform on the west **main wall** may encroach into the required minimum **building setback**;
  - (c) must be located above the first **storey** of the **building** above ground; and
  - (d) may not project more than 1.8 metres from the **main wall** to which it is attached;
- (R) Despite regulation 40.10.50.10(1), a minimum of 325 square metres of **landscaping** must be provided on the "lot" in the general locations shown on Diagram 7 attached to By-law 1145-2023 as follows:
  - (i) a minimum of 105 square metres for the enhanced boulevard space shown as Cowan Plaza; and
  - (ii) a minimum of 220 square metres for the courtyard shown as Dunn Courtyard;
- (S) Regulations 40.10.50.10(2) and (3), relating to the requirement for fences and minimum **landscaping** abutting a **lot** in the Residential Zone Category, do not apply;
- (T) Despite regulation 40.10.100.10(1), **vehicle** access must be provided as follows:
  - (i) "Block A" and "Block B1" **vehicle** access may only be from the property known municipally in the year 2022 as 245 Dunn Avenue in the general location identified as "Site Access" shown on Diagram 7 attached to By-law 1145-2023; and
  - (ii) "Block C" **vehicle** access may only be from Milky Way Lane;
- (U) Regulation 40.10.100.10(2), respecting access to **parking spaces** if adjacent to a **lot** in a Residential Zone Category, does not apply;
- (V) Despite regulation 200.5.10.1(1) and Table 200.5.10.1, **parking spaces** must be provided as follows:
  - (i) a minimum of 2 **parking spaces** for library uses;

- (ii) a minimum of 12 **parking spaces** for **community centre** uses;
- (iii) a minimum of 5 **parking spaces** for other non-residential uses; and
- (iv) a minimum rate of 2.0 plus 0.05 per **dwelling unit** for residential visitors;
- (W) Despite regulation 200.5.1.10(10), only **parking spaces** required for library, and **community centre uses** must be clearly identified and marked;
- (X) Despite regulations 40.5.80.10(1) and 200.15.10.10(1), required **parking spaces** and accessible **parking spaces** may be located at the property known municipally in the year 2022 as 245 Dunn Avenue located south of "Block A" and west of "Block B2" on Diagram 6 attached to By-law 1145-2023;
- (Y) Despite regulations 200.15.1(1), (2) and By-law 579-2017, accessible **parking spaces** located on the "lot" must be provided in accordance with the following:
  - (i) an accessible **parking space** must 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 minimum dimensions of an accessible **parking space** that is adjacent and parallel to a **drive aisle** from which **vehicle** access is provided is:
    - (a) length of 7.1 metres;
    - (b) width of 2.6 metres; and
    - (c) vertical clearance of 2.1 metres;
  - (iii) the entire length of an accessible **parking space** must be adjacent to a 1.5 metre wide accessible barrier free path; and
  - (iv) accessible **parking spaces** must be the **parking spaces** which are located closest to a pedestrian access to a **building** or a passenger elevator that provides access to the first **storey** of the **building**;
- (Z) Despite Clauses 220.5.10.1, and 220.5.200.40, **loading spaces** must be provided as follows:
  - (i) 1 Type "G" **loading space** on "Block A";
  - (ii) 1 Type "G" **loading space** on "Block B1"; and

- (iii) 1 Type "G" **loading space** on "Block C";
- (AA) Despite regulation 230.5.1.10(4)(C), **stacked bicycle parking spaces** must be in accordance with the following:
  - (i) a **stacked bicycle parking space** may overlap an adjacent **stacked parking space** on one or both sides on the same tier to a maximum of 0.18 metres per side;
  - (ii) the required minimum length of a **stacked bicycle parking space** is 1.84 metres; and
  - (iii) the required minimum vertical clearance from the ground for a **stacked bicycle parking space** is 1.4 metres for the lower tier and 1.2 metres for the upper tier of a **stacked bicycle parking space** in a mechanical device;
- (BB) Despite regulation 230.40.1.20(2), a "short term" **bicycle parking space** may be located:
  - (i) within 30 metres from a pedestrian entrance to the **building** on the "lot"; and
  - (ii) within publicly accessible portions of the **building** on the "lot" at ground level.

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

8. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.2.10 Exception Number 178 so that it reads:

(178) Exception R 178

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

Site Specific Provisions:

- (A) On lands shown as "Block B2", on Diagram 6 attached to By-law 1145-2023, if the requirements of By-law 1145-2023 are complied with, a **building** or **structure** may be constructed, used or enlarged in compliance with Regulations (B) to (Q) below;
- (B) For the purposes of this exception:
  - (i) "lot" means the area delineated by heavy black lines as shown on Diagram 1 attached to By-law 1145-2023;



- (ii) "Block B1" means the properties municipally known in the year 2022 as 1313 Queen Street West and 224 Cowan Avenue and portions of 1325 Queen Street West and 220 Cowan Avenue as shown on Diagram 6 attached to By-law 1145-2023; and
  - (iii) "Block B2" means portions of the properties municipally known in the year 2022 as 212 Cowan Avenue and 220 Cowan Avenue, as shown on Diagram 6 attached to By-law 1145-2023;
- (C) A non-residential **building** is permitted on "Block B2";
- (D) Regulation 10.10.20.100(3), does not apply to library and **community centre** uses;
- (E) Despite regulation 10.5.40.10(1), the height of a **building** or **structure** is the distance between the Canadian Geodetic Datum of 96.60 metres and the elevation of the highest point of the **building** or **structure**;
- (F) Despite regulation 10.10.40.10(1), the permitted maximum height of any **building** or **structure** is the number in metres following the letters "HT" on Diagram 7 attached to By-law 1145-2023;
- (G) Despite regulation 10.5.40.10(3), and regulation (F) above, the following equipment and **structures** may project beyond the permitted maximum height shown on Diagram 7 of By-law 1145-2023:
  - (i) equipment used for the functional operation of the **building**, including electrical, utility, mechanical and ventilation equipment, enclosed stairwells, roof access, access to amenity space, maintenance equipment storage, elevator shafts, chimneys, and vents, by a maximum of 6 metres;
  - (ii) structures that enclose, screen, or cover the equipment, **structures** and parts of a **building** listed in (i) above, including a mechanical penthouse, by a maximum of 6 metres; and
  - (iii) architectural features, parapets, access stairwells, and elements and **structures** associated with a **green roof**, may project an additional 2.5 metres above the elements permitted to project beyond the permitted maximum height in (i) and (ii) above;
- (H) Despite regulation 10.10.40.10(3), the permitted maximum number of **storeys** is:
  - (i) the number value following the letters "ST" on Diagram 7 attached to By-law 1145-2023; and
  - (ii) if there is no "ST" or number value on a portion of the **building** on Diagram 7 of By-law 1145-2023 a **storey** limit does not apply;

- (I) Despite regulation 10.10.40.40(1) the "lot" is exempt from the maximum floor space index that follows the letter "d" in the zone label on the Zoning By-law Map;
- (J) The required minimum **gross floor area** of the **building** and **structures** on "Block B2" is 6,000 square metres for non-residential uses collectively required on "Block B1" and "Block B2";
- (K) The **gross floor area** of a **non-residential building** is reduced by the following areas in the **building**:
  - (i) areas located below-ground;
  - (ii) **bicycle parking spaces** and the entirety of the room separated by demising walls containing those **bicycle parking spaces**;
  - (iii) shower rooms, washrooms, electrical, utility, mechanical and ventilation rooms;
  - (iv) shower and change facilities;
  - (v) elevator shafts;
  - (vi) garbage shafts;
  - (vii) mechanical penthouse; and
  - (viii) exit stairwells;
- (L) Despite Clause 10.10.40.70, the minimum required **building setbacks** are as shown on Diagram 7 attached to By-law 1145-2023;
- (M) Despite regulation 200.5.10.1(1) and Table 200.5.10.1, **parking spaces** are not required;
- (N) Despite regulation 200.15.10.10(1), accessible **parking spaces** may be located at the property known municipally in the year 2022 as 245 Dunn Avenue located south of "Block A" and west of "Block B2" on Diagram 6 attached to By-law 1145-2023;
- (O) Despite Clauses 220.5.10.1 and 220.5.200.40, **loading spaces** are not required;
- (P) Despite regulation 230.5.1.10(4)(C), **stacked bicycle parking spaces** must be provided in accordance with the following:
  - (i) a **stacked bicycle parking space** may overlap an adjacent **stacked parking space** on one or both sides on the same tier to a maximum of 0.18 metres per side;

- (ii) the required minimum length of a **stacked bicycle parking space** is 1.84 metres; and
  - (iii) the required minimum vertical clearance from the ground for a **stacked bicycle parking space** is 1.4 metres for the lower tier and 1.2 metres for the upper tier of a **stacked bicycle parking space** in a mechanical device;
- (Q) Despite regulation 230.10.1.20(2), a "short term" **bicycle parking space** may be located:
- (i) within 30 metres from a pedestrian entrance to the **building** on the "lot"; and
  - (ii) within publicly accessible portions of the **building** on the "lot" at ground level.

Prevailing By-laws and Prevailing Sections:

- (A) Former City of Toronto By-law 1969-0284

9. Despite any severance, partition or division of the lands, the provisions of this By-law shall apply as if no severance, partition or division occurred.

Enacted and passed on November 9, 2023.

Frances Nunziata,  
Speaker

John D. Elvidge,  
City Clerk

(Seal of the City)

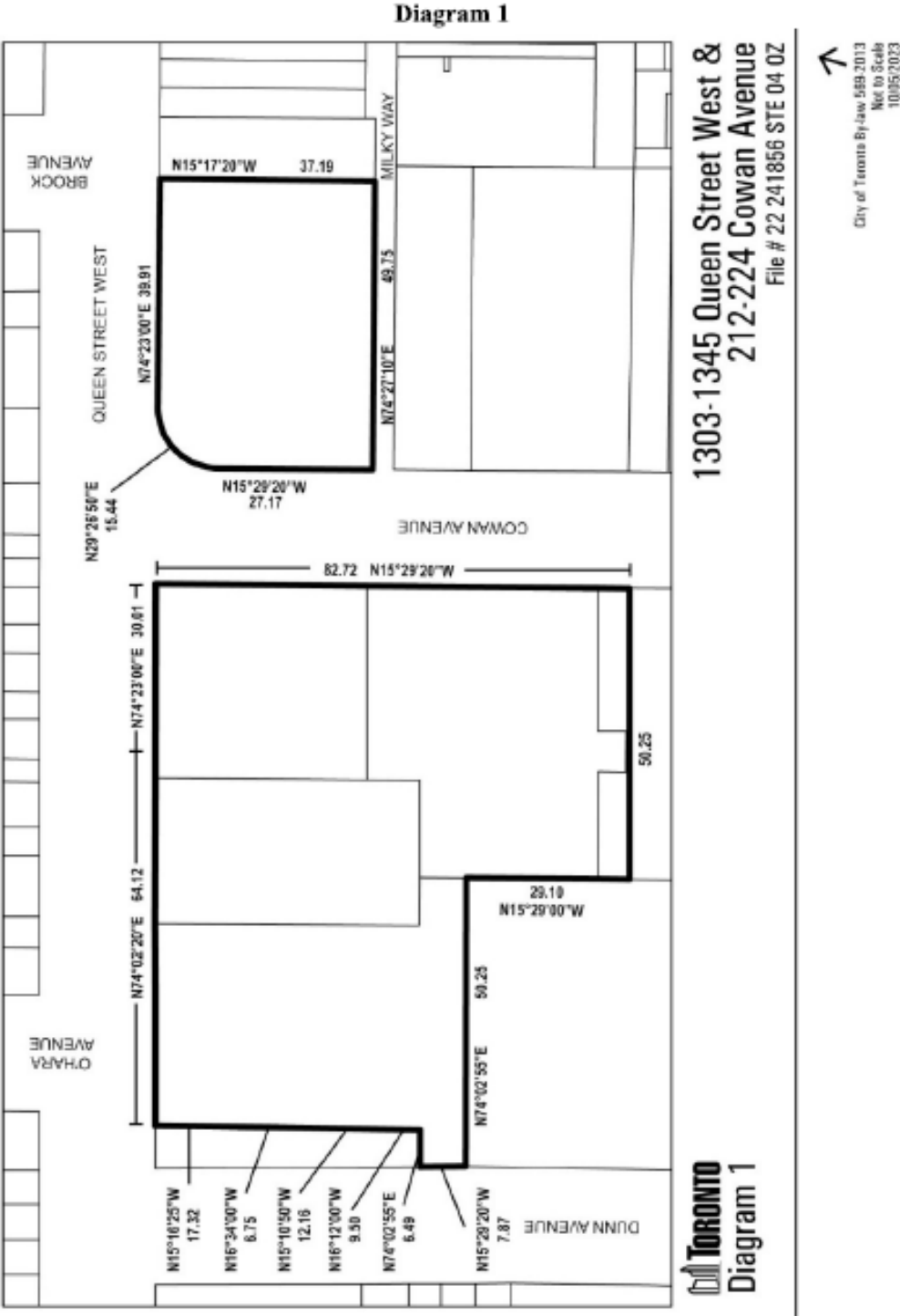
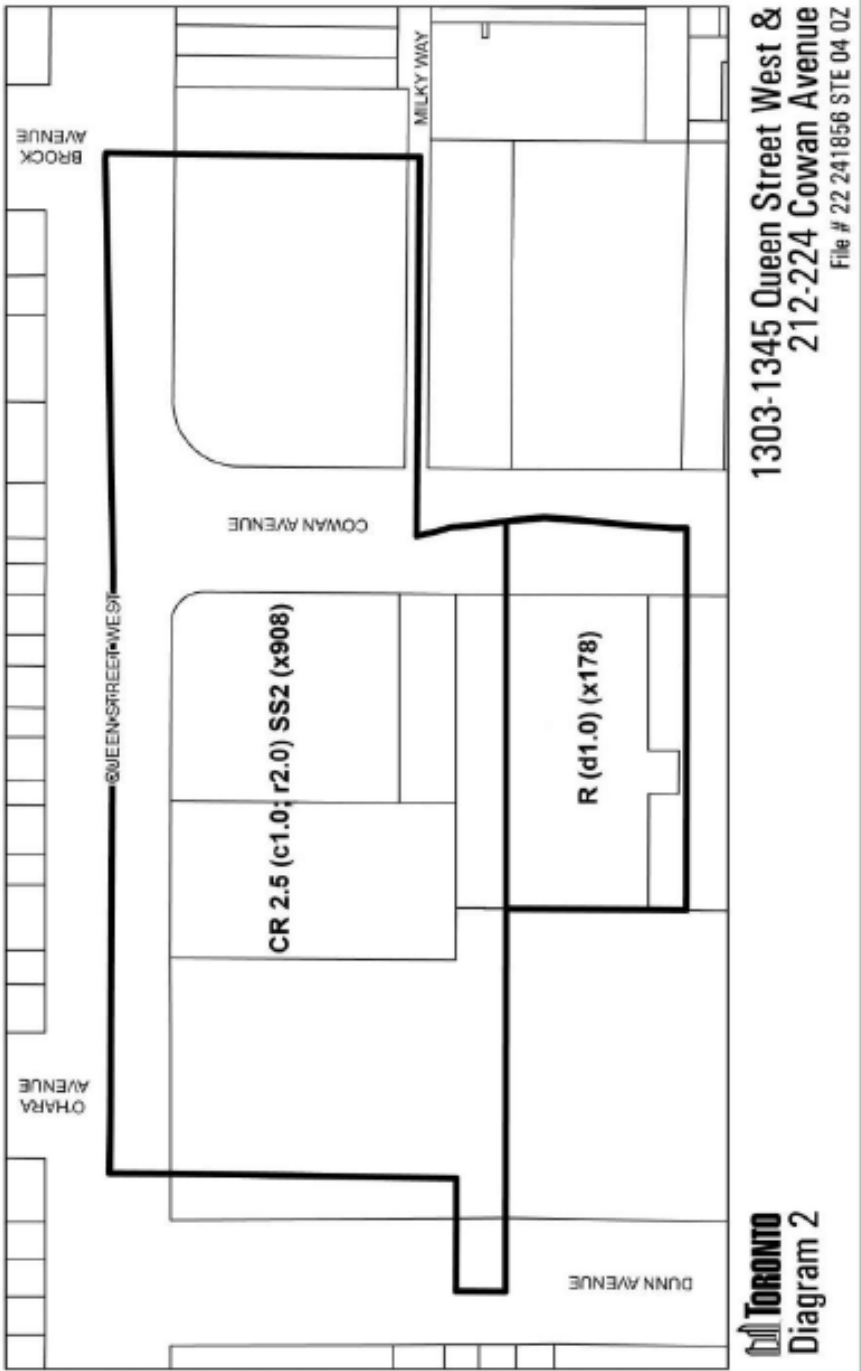
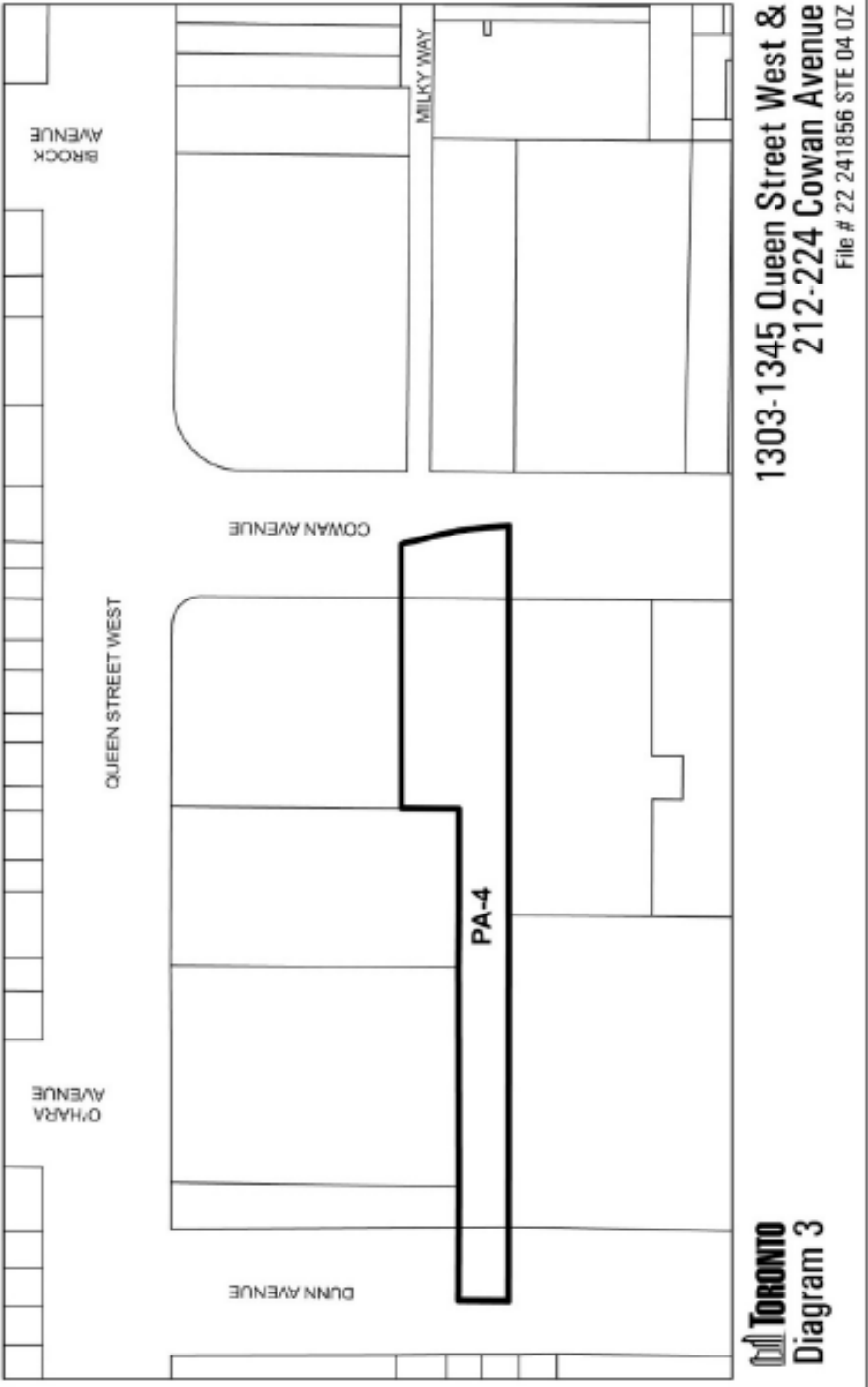


Diagram 2



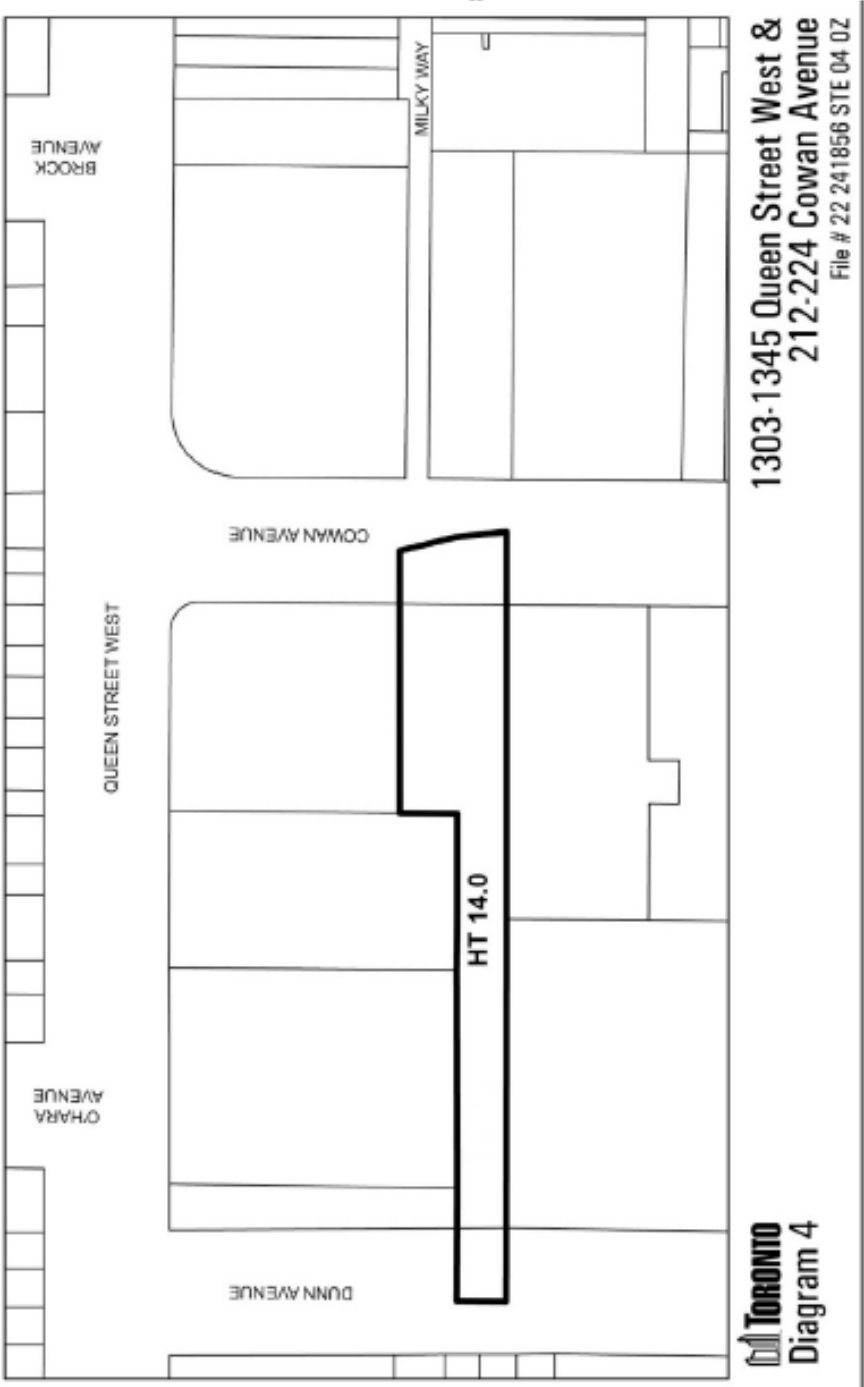
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Not to Scale  
03/27/2023

Diagram 3



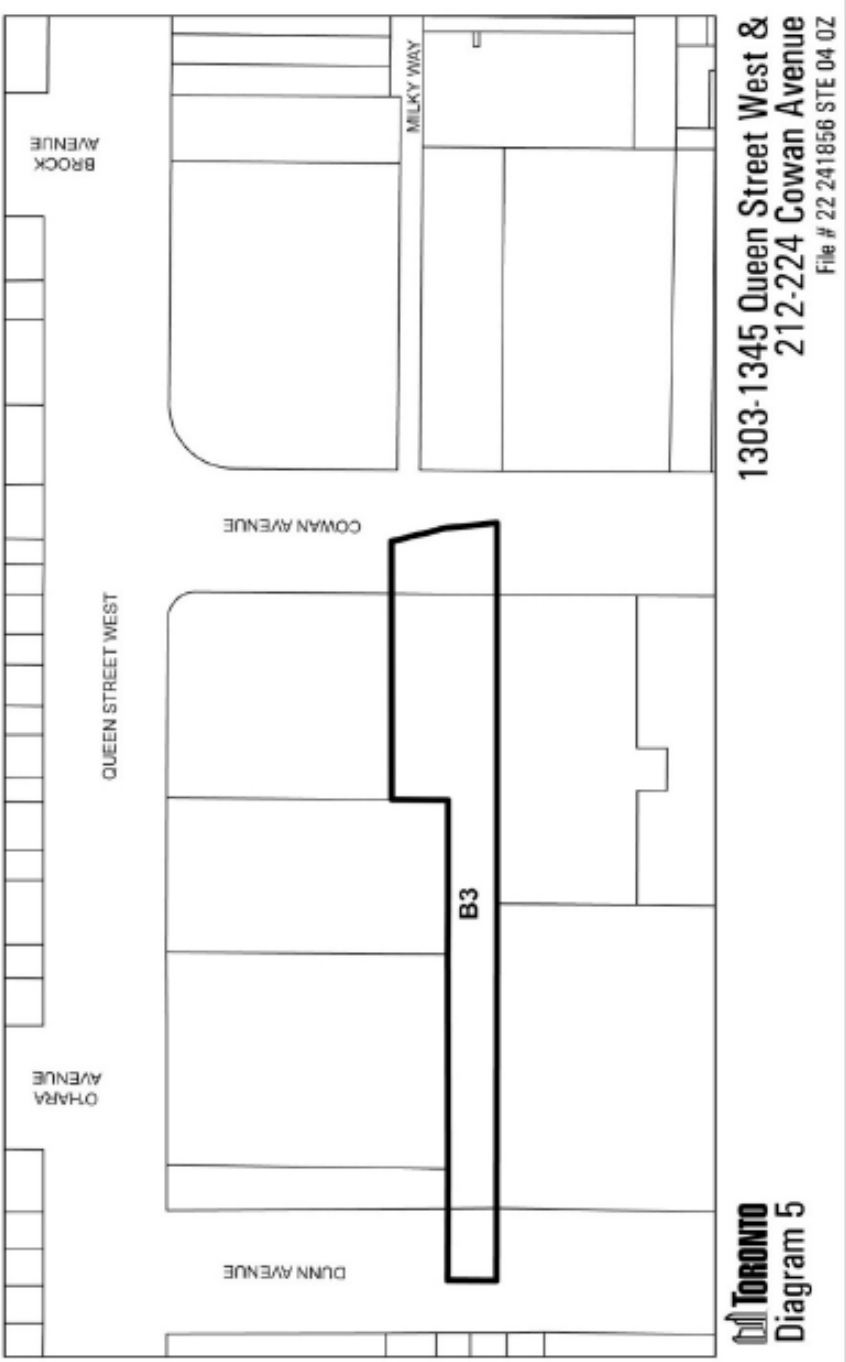
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Not to Scale  
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Diagram 4



City of Toronto By-law 569-2013  
Not to Scale  
03/27/2023

Diagram 5





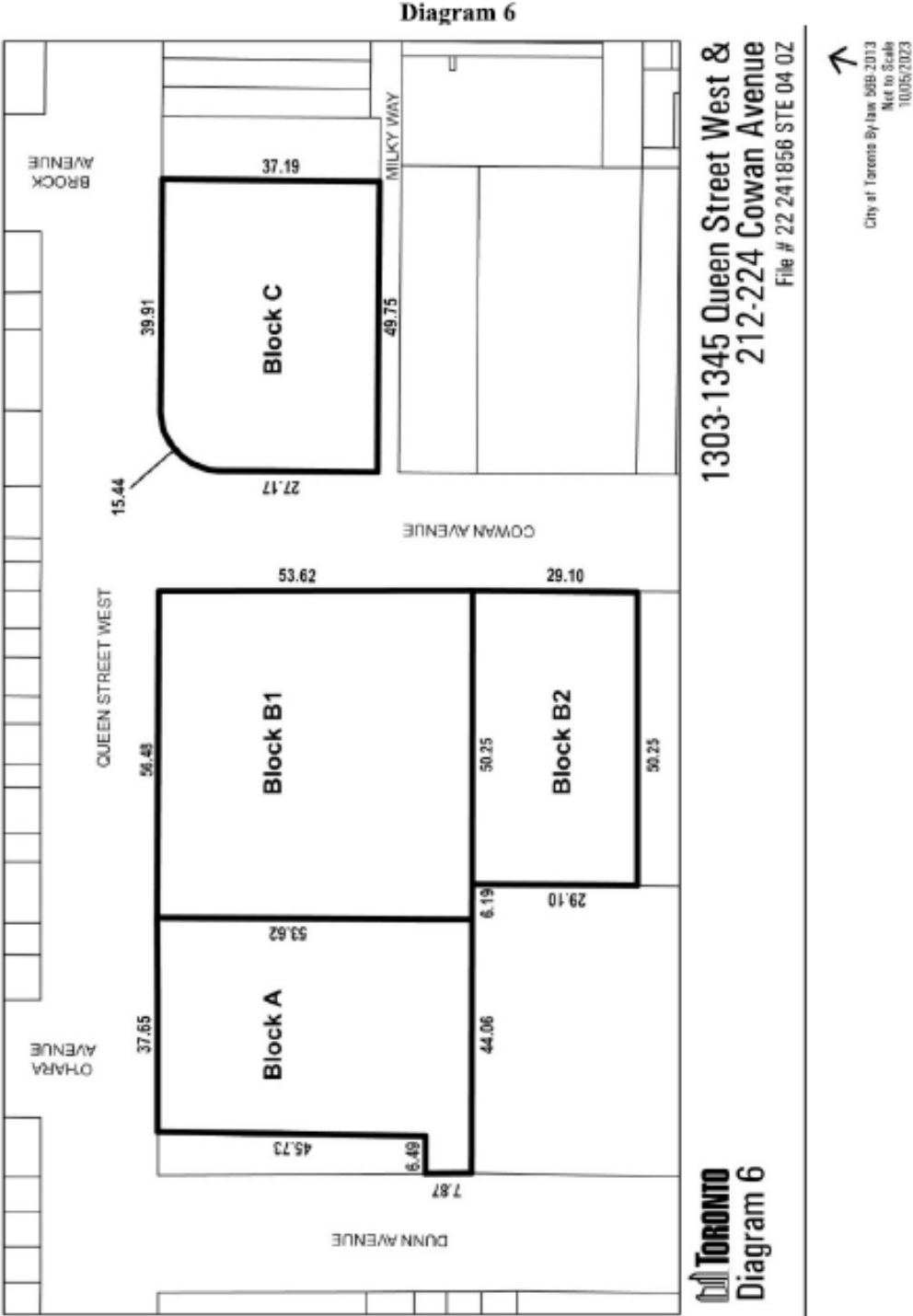
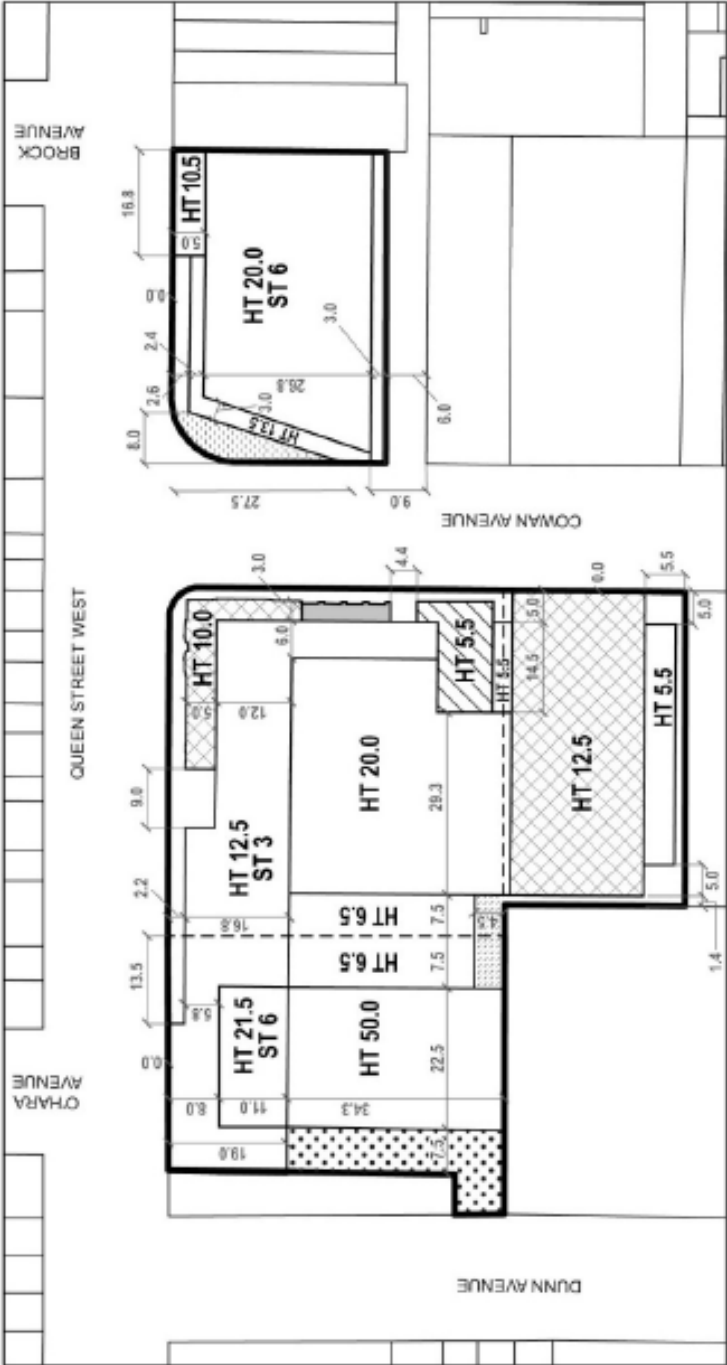









Diagram 7



**Toronto**  
Diagram 7

**1303-1345 Queen Street West &  
212-224 Cowan Avenue**  
File # 22 241856 STE 04 02



Existing two storey heritage building to be retained

Existing three storey heritage building to be retained

Existing one storey heritage building/facade to be retained


Dunn Courtyard

Cowan Plaza

Site Access

Blocks

City of Toronto By-law 569, 2013  
Not to Scale  
1005/2023



## **ATTACHMENT "C"**

### **Base Building Condition – Community Space**

The Base Building Condition of the Community Space will include the following:

#### **A. Access**

1. Compliance with the City of Toronto's Accessibility Design Guidelines and the *Accessibility for Ontarians with Disabilities Act*.
2. Dedicated and exclusive entrance vestibule located at-grade for the Community Space, with appropriate weather protection, automatic doors, heating, exterior lighting, signage, access systems and security cameras as required.
3. If required, the dedicated and exclusive entrance for the community space must include a passenger elevator and staircase.
4. Access to the pick-up / drop-off areas and parking facilities, if provided.

#### **B. Floor, Ceilings and Walls**

1. Troweled polished and sealed concrete floors, with final finish, to be decided in consultation with the Executive Director, CREM. For wet areas, porcelain tiles for ease of maintenance.
2. All walls finished with drywall walls taped, sanded, primed and painted together with trim, moldings, and detailing.
3. All interior and exterior doors and locks; all interior and exterior doors should be AODA compliant; appropriate doors should include a view port; locks keyed to specific tenant requirements.
4. Data receptacles and power outlets including utility outlets at every (20) feet of usable wall space, or what is required by the Electrical Safety Authority (ESA) standard, whichever is more.
5. Perimeter window glazing with window shades or privacy film, as determined in consultation with the Executive Director, CREM.
6. Dropped ceilings with acoustic tiles or exposed ceilings, to be determined in consultation with the Executive Director, CREM.
7. All Materials & Finishes must be clearly identified on the Interior Finish Plan for City review and comment. Where appropriate, base building residential finishes may be used to maintain visual consistency, unless otherwise directed by the Executive Director, CREM to reflect City or community organization specific selections.

#### **C. Exterior**

1. All cladding, roofing, weather proofing, finishes and protective coatings completed, along with any exterior Development and/or building envelope, including doors and windows.
2. Windows along exterior walls with bird-friendly glazing as required, glass doors, sunlight shafts to bring maximum sunlight.
3. All insulation, fireproofing and sound proofing as required through applicable laws and codes.
4. Exterior Lighting should minimize light pollution and ensure safety and aesthetics. Shield light fixtures to prevent glare, directing light towards specific areas, and using barriers like vegetation to mitigate light impact.

Lighting design should consider accessibility for all, including those with disabilities, and promote a sense of safety and well-being.

#### **D. Life Safety Systems**

1. “Life Safety Systems” means all infrastructure required for the safe occupancy of the Community Space, including but not limited to manual pull stations, notification devices (speaker or bells), fire suppression system, Kitchen system, stand pipe, hydrant, fire hoses, extinguishers, egress/exit fire doors, fire safety plans, heat and smoke detectors, fire alarm monitoring throughout the Community Space to meet applicable law requirements for a four (4) wall unoccupied space and emergency lighting and power services (i.e. a generator) capable meeting all Building Code and Fire Code requirements. Supervisory valves and flow switches for the sprinkler system shall be monitored as part of the base building fire alarm system to be operated by the Tenant or designate of the Tenant.
2. Fire Safety signage at elevators, stairwells and other areas as required by applicable laws and codes.

#### **E. Mechanical and Electrical Systems**

1. All required and related mechanical and electrical systems including heating, air conditioning, lighting, intercom, public address, security, elevating devices, fire detection and suppression, automated door openers, computer cables, telephone, internet, and wiring.
2. Appropriately sized and located mechanical rooms, electrical rooms and IT rooms as required and in accordance with the following:
  - (a) IT rooms must include door grills, be lockable (keyed alike), and fitted with AODA-compliant lever handles; shall also include ventilation and fan coil units (FCUs) where required, in accordance with OBC. Fire rated plywood to also be installed; and
  - (b) Electrical rooms to follow the same requirements as IT rooms.

#### **Mechanical Services**

3. “Utility and Service Connections,” which means the following; all sized and located within, servicing, leading up to, through, from and under the building, as appropriate for the intended function of the facility.
4. Domestic Water and Drainage includes valved and connected domestic hot and cold water supply lines, and sanitary drainage connections, located within the Community Space. Connections shall be provided at locations designated by the City to support fully functional kitchenettes, kitchens or community kitchens, as required and any other wet spaces (e.g., washrooms, janitorial closets). All piping shall be pressure-tested and ready for fixture installation.
5. Ventilation which includes connected supply and return ventilation ductwork terminating within the demising wall of the Community Space. Ventilation capacity shall meet or exceed the requirements of ASHRAE Standard 62.1 – Ventilation for Acceptable Indoor Air Quality, or the most current applicable standard. Ductwork shall be capped and labeled for future connection by the fit-out contractor.
6. Heating and Cooling which includes valved and connected supply and return lines for heat pump or fan coil systems, located within the demising wall. Systems shall be designed to provide a minimum of

TUH/sf for cooling, and 25 BTUH/sf for heating. Alternate systems may be accepted with prior written approval from the Executive Director, CREM, provided they meet or exceed the above performance criteria.

7. Plumbing Fixtures and Rough-ins which include all plumbing rough-ins and commercial-grade fixtures required for wet spaces shall be provided, including but not limited to: Washrooms (including accessible fixtures); janitorial closets (with mop sinks); kitchenettes, kitchens and community kitchens, as required (with sinks and dishwashing connections) and any other plumbing infrastructure required by the City for the proposed use.
8. Exhaust and Make-Up Air: capped exhaust air duct connections shall be provided in close proximity to all wet spaces. Capped tempered make-up air duct connections shall also be provided to maintain positive air pressure within the Community Space relative to the exterior.
9. Separate utility meters or check meters for hydro and water services dedicated to the Community Space, located in an accessible area approved by the Executive Director, CREM.
10. Programmable or smart thermostats within the Community Space located on interior walls in areas that are representative of the occupied zone, or as directed by the City during milestone design review stages, and in accordance with the following:
  - (a) Thermostats must be accessible to tenants and capable of maintaining indoor temperatures in accordance with the City of Toronto Property Standards Bylaw (Municipal Code Chapter 629) and the Ontario Building Code;
  - (b) Specifically, Heating systems must maintain a minimum indoor air temperature of 21°C from October 1 to May 15. If air conditioning is provided, it must be operational from June 1 to September 30, and capable of maintaining a maximum indoor temperature of 26°C2;
  - (c) All heating and cooling systems must be kept in good repair, and complaints regarding inadequate temperature control are considered urgent and must be addressed within 24 hours; and
  - (d) Thermostats must be capable of temperature logging to demonstrate compliance with the above standards, if requested by the City.

#### Electrical Services

11. Base building lighting as mandated by the Ontario Building Code. Appropriate lux levels relative to the interior layout to be determined in consultation with the Executive Director, CREM.
12. Provide local lighting control such as wall switches with integrated motion sensors as required to meet energy savings requirements.
13. Basic lighting fixtures to meet basic life safety requirements and electric panel (minimum 8 WATT per square foot) and appropriate distribution if the electrical requirements for normal commercial or office power service are terminated at a disconnect switch within the Community Space for typical power supply for an office use.
14. Emergency lighting as required by applicable laws and codes. Emergency battery units, if provided, shall be maintenance-free type with dedicated electrical circuits.

15. Electrical service to be minimum of 9 Watts/ square feet for normal commercial or office use. A dedicated 225A/ 208V/3 Phase, 60 circuit electrical panel with main breaker for local shutoff and appropriate distribution to suit layout.
16. A minimum of three (3) 1" empty conduits complete with pull strings to be provided from the main telephone room to the Community Space in locations to be agreed upon by the City and the Tenant.
17. A minimum number of three (3) empty standard data conduits and communication cabling will be provided to the Community Space in locations to be agreed upon by the City and the Tenant from the Building data communications room.
18. In order for data service to be on time and reduce billing charges due to an early installation, the Executive Director, CREM and the Tenant to agree on a date for the activation of the service.

#### **F. Signage**

1. Appropriately sized exterior signage and way finding for the Community Space, wherever appropriate, including signs with visibility from Queen Street West and Dunn Avenue directing the public to and identifying the exclusive, at grade entrance to the Community Hub. Obtain any permits required for external signage.
2. Signage to be provided with the appropriate lighting to ensure visibility in low light. The location of appropriate signage will be determined at the time of Site Plan Approval.
3. Required signage within the interior of the Community Space subject to all applicable laws and codes. Signage may include, but is not limited to: washrooms, elevators, exits and emergency exits, stairs and common area rooms.
4. All signage and wayfinding should be consistent with the Ontario Building Code and in compliance with the City's Accessibility Design Guidelines.

#### **G. Waste**

1. Appropriate access to the building's loading and service area to the operators of the Community Space.
2. Waste diversion systems in the mixed-use building and make them available and accessible to the Community Space. The Tenant shall provide at its cost the required system to meet the City's waste diversion program.
3. The Community Space shall be provided with access to waste and recycling bins located within the loading and service area. The minimum number of waste and recycling bins will be determined in consultation with appropriate City of Toronto staff.
4. If required, an appropriately sized waste holding room in the Community Space, with signage and ventilation.
5. Removal of all construction debris and any and all demolition, stripping, clearing and grubbing, excavation, removal and disposal, clean-up and soil remediation as required in order to complete the project in accordance with all codes, standards and practices.

#### **H. Washrooms**

1. The Tenant shall provide the minimum number of washrooms required by the applicable Ontario Building Code for the exclusive use of the

Community Space. For greater certainty, construction of demising walls and the necessary sanitary and water connections to the Washrooms.

2. Washrooms are to be a gender neutral, single occupancy design with a minimum requirement for a vanity, sink, toilet and garbage to be provided.
3. All required partitions, finishes, fixtures and mechanical connections shall be included.
4. Provision of the minimum required universal washrooms for exclusive use of the Community Space. The universal washrooms are a dedicated, fully operational washroom meeting the City's accessibility requirements and built in compliance with the Ontario Building Code and all other applicable standards, and be of a quality comparable to what is being provided in the dwelling units in the Development, at minimum this includes a toilet, mirror, grab bars, towel dispenser and/or air dryer machine, faucet(s), sink(s) and baby and adult sized change tables.
5. Washroom accessories shall include:
  - (a) Soap dispenser – Touch Free, 1L Dispenser, Finish: White or Coordinate with Base Building specifications..
  - (b) Paper towel dispenser – Typical washrooms - recessed paper towel dispenser and waste receptacle, approx. 17 3/16" W x 7 5/8"D x 56"H Finish: Stainless Steel or Coordinate with Base Building specifications
  - (c) Paper towel dispenser - All Gender washrooms and Universal washrooms - recessed paper towel dispenser and waste receptacle, approx. 13" W x 5 5/8"D x 55 1/8"H, Finish: Stainless Steel or Coordinate with Base Building specifications.
  - (d) Hand Dryer – low voltage, approx. 9 1/4"W x 4"D x 15"H. Finish: Sprayed Nickle or Coordinate with Base Building specifications. Typical Washrooms, All Gender washrooms and Universal washrooms.
  - (e) Toilet Partitions – Colour: Charcoal Grey/Orange Peel texture Finish or Coordinate with Base Building specifications. Typical washrooms, All Gender washrooms and Universal washrooms.
  - (f) Sanitary Napkin Dispenser – Recessed Tampon Free Vendor, approx. 14 3/8"W x 2 7/16"D x 28 3/8"H. Finish: Stainless Steel or Coordinate with Base Building specifications. Typical washrooms, All ender washrooms and Universal Washrooms.
  - (g) Sanitary Napkin Disposal – Surface Mounted Sanitary Napkin Disposal, approx. 10 11/16"W x 4 1/16"D x 15 1/8"H. Finish: Satin Finish Stainless Steel or Coordinate with Base Building specifications. Typical Washrooms, All gender washrooms and Universal Washrooms.
  - (h) Double Toilet Tissue Dispenser – Surface Mounted Twin Jumbo Roll Toilet Tissue Dispenser, approx. 20 13/16"W x 5 5/16"D x 12 1/4"H. Finish: Satin Finish Stainless Steel or Coordinate with Base Building specifications. Typical Washrooms, All gender washrooms Double Toilet Tissue Dispenser – Single Surface Mounted Multi-Roll Toilet Tissue Dispenser, approx. 6 1/16"W x 5 15/16"D x 11"H. Finish: Satin Finish Stainless Steel or Coordinate with Base Building specifications. Typical Washrooms, All gender washrooms

- (i) Seat Cover Dispenser – Surface Mounted Seat Cover Dispenser, approx. 15 3/4"W x 2 3/16"D x 11 1/4"H. Finish: Satin Finish Stainless Steel or Coordinate with Base Building specifications. Typical Washrooms, All Gender washrooms and Universal washrooms.
- (j) Mirror – Stainless Steel with Channel Frame, Size varies, Finish: Stainless Steel or Coordinate with Base Building specifications. Typical washrooms, All Gender washrooms.
- (k) Tilt Mirror – Tilt Mirror Stainless Steel Frame, Size varies, Finish: Stainless Steel or Coordinate with Base Building specifications. Universal washrooms.
- (l) Coat Hook – approx. 1 5/16"Dia x 1 5/16"D. Finish: Satin Finish Stainless Steel or Coordinate with Base Building specifications. Typical washrooms, All Gender washrooms and Universal washrooms.
- (m) Shelf – Stainless Steel Shelf approx. 18"W x 6"D . Finish: Stainless Steel or Coordinate with Base Building specifications. Universal washrooms.
- (n) Swing up Grab Bar- Stainless Steel Shelf approx. 18"W x 6"D . Finish: Satin Finish Stainless Steel with slip resistant surface or Coordinate with Base Building specifications. All Gender washrooms.
- (o) Horizontal Grab Bar - 15"Dia Grab Bar with snap flange – horizontal 24" Finish: Satin Finish Stainless Steel with slip resistant surface or Coordinate with Base Building specifications. Universal washrooms.
- (p) Vertical Grab Bar - 15"Dia Grab Bar with snap flange – vertical 42" Finish: Satin Finish Stainless Steel with slip resistant surface or Coordinate with Base Building specifications. Universal washrooms.
- (q) 90 Degree Grab Bar -15"Dia Grab Bar with snap flange –30" x 30" Finish: Satin Finish Stainless Steel with slip resistant surface or Coordinate with Base Building specifications. Universal washrooms.
- (r) Baby Changing Station – horizontal mounted. 43 3/4"W x 6 5/8"D x 28 5/8"H. Finish: Stainless Steel or Coordinate with Base Building specifications. Typical washrooms.
- (s) Adult Changing Station – adjustable height changing station. 75 5/16"W x 40 9/32"D x \*Height Varies . Finish: Stainless Steel or Coordinate with Base Building specifications. Universal washrooms.
- (t) Hardware – Pull – Contemporary D style Pull approx. 240 mm length or Coordinate with Base Building D style pull specifications. Finish: brushed Nickle. Applicable millwork location for drawers and cupboards.

## **I. Janitorial Closet**

1. Provision of appropriately sized janitorial closet for exclusive use of the Community Space. The Janitorial Closet shall be fitted with commercial grade fixtures, finishes and a hot/cold water supply. It shall also include



at a minimum: floor mop sink with tile surround to two (2) feet above faucet height, floor drain, tile flooring with covered base, wall mounted shelving and broom rack. Door to be fitted with SS kick plate and commercial grade hardware.

**J. Kitchen**

1. Provision of a kitchen(s) for exclusive use of the Community Space. The kitchen(s) is to be in compliance with the Ontario Building Code and all other applicable standards and be of a quality comparable to what is being provided in the residential units in the Development, including the required plumbing and appliances. The kitchen(s) to include an exhaust system suitable for a residential kitchen, if required by code, be similar in size to a kitchen constructed in a three-bedroom dwelling unit of the Development and include a sink, faucet, counter tops, millwork cabinets, and appliances (range, rangehood, fridge, microwave and dishwasher).

**K. Meeting Rooms and Multipurpose Rooms**

1. If provided, meeting rooms and multipurpose rooms shall be audiovisual (AV) ready and include infrastructure for power and data, with pull strings to the IT closet and between data boxes. An empty junction box with pull strings must also be provided.

**L. Reception Areas**

1. Reception desks must comply with OBC, AODA, and Toronto Accessibility Design Guidelines (TADG), including a height-adjustable surface. Power and data (with pull strings to the IT Room) must be provided at or under the desk (in floor monument). Provisions for a security airphone must be included at the reception desk location. Size will vary based on intended use, required seats and building structure.

**M. Finishes**

1. All materials, products, finishes, devices, appliances and systems shall be designed and specified with regard for the demands of an intensively used public building. Provision of sample boards or catalogue sheets of products, finishes, devices, appliances and systems that are proposed to fit out the facility. The City has the right to accept and or reject any or all as proposed by the Tenant.

**N. Security**

1. Complete security infrastructure for the Community Space, including:
  - (a) Exterior CCTV Surveillance: High-resolution, weather-rated CCTV cameras shall be installed at all primary building entrances, exits, and loading/service areas. Cameras must support night vision and be positioned to ensure full coverage of access points and perimeter zones. All camera feeds must be connected to a secure, networked video recording system with a minimum 30-day storage capacity;
  - (b) Access Control System: Card reader access control shall be installed at all designated entry points to the Community Space, including main entrances, staff-only areas, and IT/electrical rooms. The system must be compatible with the City's existing access control infrastructure and support integration with future upgrades;
  - (c) Credential Provisioning: The Tenant shall provide a minimum of six (6) access credentials (cards or fobs) to the City upon conveyance. Additional credentials shall be made available upon request at the City's cost;

- (d) **System Documentation and Handover:** The Tenant shall provide full documentation including system schematics, user manuals, warranty certificates, and vendor contact information. All systems must be tested and commissioned prior to conveyance, with training provided to City staff as required;
- (e) **Compliance:** All security systems must comply with applicable codes and standards, including OBC, AODA (where applicable), and City IT and Facilities Management protocols.
- (f) **Signage - Visibility:** Signs should be easily seen by anyone entering the area being monitored. The signage should clearly state that video recording is in operation. Signs should be placed at or near entrances, or in other conspicuous locations within the surveillance area. Property Tenants should also consider the storage and retention of footage, with suggestions to regularly delete records and store them securely.

## **O. Conveying Systems**

1. Minimum number of required and appropriately sized, passenger elevators and/or limited use / limited application accessible elevators, designed in compliance with the City's Accessibility Design Guidelines.
2. Provision and Documentation.
3. AODA-compliant passenger elevators and, where required, escalators to service the Community Space. All conveying systems must be fully operational and compliant with applicable codes, including Technical Standards and Safety Authority (TSSA) requirements, prior to conveyance. Provision of all required documentation, including as-built drawings, maintenance manuals, TSSA certifications, and forms necessary for Tenant transfer. These must support the City's enrollment of the systems into its elevator maintenance contract (CREM – Facilities Management).
4. For any new conveying systems installed within City-owned spaces, vendor warranties identifying coverage terms and warranty periods shall be provided. This documentation is required to support the City's TSSA licensing process and ensure uninterrupted operation post-conveyance.
5. Conveying systems must be included in the Tenant's Cost Estimate A submission during the CREM design review process, with all associated costs clearly identified.

## **P. Parking**

1. Required parking provided off-site at 245 Dunn Avenue as co-ordinated by the City

## ATTACHMENT "D"

### Tenancy Agreement Clauses – Replacement Rental Units

The purpose of the following additional lease clauses is to assist tenants who lease Affordable, Replacement Rental Units during the Ten-Year (10-Year) Period to understand their rights and how to protect them. Provisions in the Project Agreement which the Tenant entered into with the City of Toronto have an impact on tenants.

The clauses below are in addition to any standard clauses that the Tenant uses in its leasing agreements, provided that such standard clauses may not conflict with these clauses. The substance of these clauses shall be included in each of the leases for each of the Affordable Replacement Rental Units for each tenancy that begins during the Ten-Year (10-Year) Period, including all renewal leases entered into for any tenancy that commenced during the Ten-Year (10-Year) Period. After the Ten-Year (10-Year) Period, leases for new tenants need not include these clauses.

The final form of the lease shall be to the satisfaction of the Chief Planner, as the Parties acknowledge that the specific information to be given to the tenants may be revised or explained in greater detail.

#### **CLAUSES:**

This tenancy agreement is made pursuant to the terms of an agreement dated *[insert date]* between *[insert name of the Tenant]* (the "Landlord") and the City of Toronto (the "Project Agreement") as part of the development requirements for the building. The Project Agreement can be viewed in the offices of the Landlord upon request during normal business hours.

Your apartment is one of nine (9) Affordable Replacement Rental Units in this building, all of which are being provided under the terms of the Project Agreement with the City of Toronto.

The Project Agreement with the City of Toronto requires the Landlord to pass on certain benefits to tenants of *[new address]* who enter into a tenancy agreement for a Replacement Rental Unit during the first ten (10) years of the new building's occupancy, before *[insert date that is 10 years after first occupancy date of the unit]*. Those benefits relate to your Initial Rent, future rent increases, and any above-Guideline increases to that rent and are as follows.

The rents for all nine (9) Affordable Replacement Rental Units include the basic utilities of heating, electricity, gas and water, as the Landlord is responsible for paying those charges.

#### **A. INITIAL RENT**

This unit is a *[one-bedroom/two-bedroom]* Replacement Rental Unit, and the Initial Rent for the unit is as follows:

#### **FOR NEW TENANTS OF AFFORDABLE REPLACEMENT RENTAL UNITS:**

The Initial Rents shall be as follows:

- (a) For a one-bedroom unit, the initial rent shall not exceed [\$\_\_\_\_\_]
- (b) For a two-bedroom unit, the initial rent shall not exceed [\$\_\_\_\_\_]

#### **B. FUTURE RENT INCREASES**

Rents shall not increase by more than the provincial rent increase guideline after your first year of occupancy for as long as you continue to occupy this unit.

The Initial Rent and restrictions on rents and rent increases are personal benefits to the Named Tenant(s) in this tenancy agreement. Therefore, the tenant(s) shall not assign, sublet or part with possession of the unit without the written consent of the Landlord, and such consent may be withheld at the sole discretion of the Landlord.

## C. EXTRA CHARGES

### 1. No mandatory extra charges

Other than standard utility charges, there shall be no mandatory extra charges added on to the rents for facilities and services such as bicycle parking, air conditioning, ensuite laundry, etc. Any such extra charges shall be for optional services that the tenant is free to turn down.

### 2. Facilities

9 storage lockers will be provided to tenants of the 9 Replacement Rental Units on a first-come-first-serve basis provided that:

For New Tenants, storage locker charges shall be no more than [\$XX] per month per each storage locker beginning in the year *[insert date of expected occupancy]* and indexed thereafter on an annual basis to the Guideline until the end of the initial ten (10) year period.