



STRICTLY CONFIDENTIAL

TO: Business Board

SPONSOR: Scott Mabury, Vice President, University Operations

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DATE: May 31, 2013 for June 13, 2013

AGENDA ITEM: 12 (b.)

ITEM IDENTIFICATION:

Students Common located at 230 College Street - Execution of the Project

JURISDICTIONAL INFORMATION:

Section 5 of the Terms of Reference of the Business Board state that “..policy on financing and execution of capital projects and approval of any transactions as required by policy” is within the Boards’ responsibility.

In addition, section 5.2 (b) states that the Board is responsible for “...approval of capital expenditures for, and the execution of, approved projects, as required by approved policies.”

Under the *Policy on Capital Planning and Capital Projects*, “...proposals for capital projects exceeding \$10 million must be considered by the appropriate Boards and Committees of the Governing Council on the joint recommendations of the Vice President and Provost and the Vice President, University Operations. Normally, they will require approval of the Governing Council. **Execution of such projects is approved by the Business Board.**”

As well, under the *Policy on Capital Planning and Capital Projects*, projects with a budget of over \$10 million and all projects requiring short and long term financing “...normally (...) will require approval of the Governing Council. **Execution of such projects is approved by Business Board.**”

PREVIOUS ACTION TAKEN:

The project was considered at the Planning and Budget Committee at its meeting on April 30, 2013 and recommended for approval in principle to the Academic Board for consideration at its May 15, 2013 meeting, for subsequent consideration by the Executive Committee at its June 17, 2013 meeting and the Governing Council on June 27, 2013. (Project Planning Committee Report attached as Appendix A.)



HIGHLIGHTS:

The new Student Commons at 230 College Street will provide approximately 3,440 nasm of program area within renovated facilities. The centre is envisioned as a nexus of student community, co-operation and communication.

The proposed renovation of and move into 230 College Street represents an opportunity to expand on the services currently being offered to students and to create new amenities previously unavailable on campus. The Student Commons will also allow for an expansion of campus club services, including more meeting space, workshop/design space, more campus club office space, rehearsal space, and expand on many of the above services so that more campus organizations will have the opportunity to grow and interact with students across the St. George campus.

The general goals of the Student Commons are to enrich the social and personal experiences of students at the University of Toronto, to foster social and cultural interaction by creating an environment for groups of people from various backgrounds and viewpoints to gather, to afford an opportunity for members of like-minded groups to meet and for all to interact in a relaxed setting, and to act as a community facility that is convenient and accessible.

The Student Commons will be fully managed, operated, and governed by students under an operating agreement as described below, thereby ensuring that the Commons is operated in harmony with student values.

The 230 College Street building should be renovated with the goal of achieving Leadership in Energy and Environmental Design (LEED) Commercial Interiors Gold certification for the new Student Commons.

At the earliest, construction for the project could begin by August 1, 2014 with the earliest possible occupancy by September, 2015.

The total estimated project cost for the facility was provided based on a gross square meter area of 6,735 gross square metres of renovations and approximately 600 gross square metre addition.

FINANICAL AND/OR PLANNING IMPLICATIONS:

a) Total Project Cost Estimate

The proposed Total Project Cost (TPC) for the facility (6,735 gross square metres of renovations and approximately 600 gross square metre addition) is \$20 million

b) Operating Costs

Operating costs for the facility could be comparable to that for the Faculty of Social Work, which, prorated for comparison's sake, are \$166/nasm for 2012-2013. However, the actuals will be determined on an annual basis

RISK IMPLICATIONS:

1. Unanticipated site conditions discovered during excavation.
2. Labour disruptions in the construction industry.



RECOMMENDATION:

Be It Resolved

Subject to Governing Council approval in principle of the project,

THAT the Vice-President University Operations be authorized to implement the Student Commons located at 230 College Street at a total project cost of \$20 million with sources of funding as follows:

- Approximately \$2,000,000 from the Student Commons Capital Cost Student Levy support already collected, and
- Approximately \$18,000,000 debt to be repaid with interest over a period of approximately 25 years with payment of required principal and interest payments to be funded from the planned student levy income, with that student levy income continuing until the debt is fully repaid.



UNIVERSITY OF
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UNIVERSITY PLANNING, DESIGN & CONSTRUCTION

APPENDIX A

Project Planning Committee Report



FOR APPROVAL

TO: Planning and Budget Committee

SPONSOR: Gail Milgrom, Director, Campus and Facilities Planning

CONTACT: 416-978-5515

DATE: April 30, 2013 for May 15, 2013

AGENDA ITEM: 6

ITEM IDENTIFICATION:

The Report of the Project Planning Committee for the Student Commons at 230 College Street.

JURISDICTIONAL INFORMATION:

The Committee considers reports of project planning committees and recommends to the Academic Board approval in principle of projects (i.e. site, space plan, overall cost and sources of funds). Proposals for capital projects exceeding \$10 million must be considered by the appropriate Boards and Committees of Governing Council on the joint recommendation of the Vice President and Provost and the Vice President, University Operations. Normally, they will require approval of the Governing Council. Execution of such projects is approved by the Business Board.

BACKGROUND:

The St. George campus at the University of Toronto is one of the few Canadian university campuses without a large, student-operated community facility. Although both the Mississauga (UTM) and Scarborough (UTSC) campuses have recently-built student-run centres, the St. George Campus has relied on its numerous excellent nodes of student activity space, such as Hart House, to provide students with facilities for their activities.

Planning began in 2005 to address student activity space needs with the formation of a planning Committee which in turn produced the 'Final Report of the Committee to Review Student Activity Space on the St. George Campus' in September 2006. The Committee's report reaffirmed the multi-nodal approach to student activity space and also proposed the development of a new larger node of student activity space and recommended that the University establish a Project Planning Committee to begin the formal planning process, in collaboration with student governments and other key stakeholders.

This subsequent Project Planning Committee produced an Interim Project Planning Report in June, 2007 which described a 'Student Commons' facility that would provide 24-hour student space; commuter space; multi-purpose space; club offices and space; lounge and study space; meeting rooms; diverse, healthy, and affordable food options; rehearsal space; a used book store; offices for student organizations; a food bank; workshop and design space; a bicycle repair shop; and space to provide University of Toronto Students' Union (UTSU) (the Students' Administrative Council of the University of Toronto is operating under the name University of Toronto Students' Union) services more efficiently and effectively.



Fundraising for the project was addressed by an UTSU-held referendum in October 2007, in which students voted in favour of the establishment of the levy for a Student Commons. The Levy was then approved by the University Affairs Board (UAB) in April 2008. Beginning in fall 2008, the UTSU fees for full time undergraduates on the St. George Campus would include “a new designated portion of the fee for the Student Commons Project of \$5.00 per session increasing to \$20.75 per session in the session in which the Student Commons open.”

In April 2011, Governing Council approved the site assignment of 230 College Street to the Student Commons.

The Report of the Project Planning Committee was reviewed by the Vice-President and Provost and the Vice-President, University Operations at meetings of the Provost’s Advisory Group, and the Executive Committee of CaPS (Capital Projects and Space Allocation Committee) and is being recommended for consideration.

HIGHLIGHTS:

Once established, the new Student Commons at 230 College Street will provide approximately 3,440 sqm of program area within renovated facilities. The centre is envisioned as a nexus of student community, co-operation and communication.

The proposed renovation of and move into 230 College Street represents an opportunity to expand on the services currently being offered to students and to create new amenities previously unavailable on campus. The Student Commons will also allow for an expansion of campus clubs services, including more meeting space, workshop/design space, more campus club office space, rehearsal space, and expand on many of the above services so that more campus organizations will have the opportunity to grow and interact with students across the St. George campus.

The general goals of the Student Commons are to enrich the social and personal experiences of students at the University of Toronto, to foster social and cultural interaction by creating an environment for groups of people from various backgrounds and viewpoints to gather, to afford an opportunity for members of like-minded groups to meet and for all to interact in a relaxed setting, and to act as a community facility that is convenient and accessible.

The Student Commons will be fully managed, operated, and governed by students under an operating agreement as described below, thereby ensuring that the Commons is operated in harmony with student values.

Since 2007, there have been detailed discussions with the Office of the Vice-Provost, Students (later including the Vice-Provost, Academic Operations and then the Vice-President, University Operations) regarding an operating agreement which addresses governance of the proposed facility. Subject to the conditions of the Student Commons Agreement (going through governance in May/June 2013), and compliance with University policies, the Student Commons will be managed by the University of Toronto Students’ Union. The property is retained as a University asset. The agreement, which spans an initial period of 25 years (renewable for an additional 25 years) also addresses management structure and accountability, financing of the



capital and operating costs of the Student Commons through the UTSU levy, a license for occupancy of the building and terms and conditions for sub-licensees, terms and conditions related to on-going management of the building, and other operational matters such as insurance, access and security.

Existing student groups and the UTSU executive moving into the Student Commons will free a total of approximately 695 nasm of space across campus for reallocation. As part of the relocation of UTSU’s executive and services, the Stewart Observatory building and other spaces will be reallocated for other institutional purposes.

There will be no significant staging requirements as all groups moving into the Student Commons are currently accommodated in other buildings across the St. George campus. However, the Daniels Faculty of Architecture, Landscape and Design will need to be partially accommodated in interim space until their new site at 1 Spadina Crescent is ready for occupancy.

The 230 College Street building should be renovated with the goal of achieving Leadership in Energy and Environmental Design (LEED) Commercial Interiors Gold certification for the new Student Commons.

At the earliest, construction for the project could begin by August 1, 2014 with the earliest possible occupancy by September, 2015.

The total estimated project cost for the facility was provided based on a gross square meter area of 6,735 gross square metres of renovations and approximately 600 gross square metre addition. The Student Commons project is to be funded by the Student Commons Capital Cost Student Levy from support already collected and debt to be repaid with interest over a period of approximately 25 years with payment of required principal and interest payments to be funded from the planned student levy income, with that student levy income continuing until the debt is fully repaid

SCHEDULE:

Estimated schedule is:

- Governing Council - June 2013
- Design Team Selection - July/August 2013
- Construction Start - August 2014
- Occupancy - September 2015



RECOMMENDATION:

Be It Recommended to the Academic Board:

1. THAT the Project Planning Committee Report for the Student Commons at 230 College Street, dated April 16, 2013, be approved in principle; and
2. THAT the project scope to accommodate the Student Commons in a renovation comprising 6,735 gross square metres and an addition of approximately 600 gross square meters (approximately 3,439 nasm) be approved in principle, to be funded from the Student Commons Capital Cost Student Levy support already collected and debt to be repaid with interest over a period of approximately 25 years with payment of required principal and interest payments to be funded from the planned student levy income, with that student levy income continuing until the debt is fully repaid.

**Report of the Project Planning Committee
For the Student Commons
At 230 College Street**

April 16, 2013

I. Executive Summary

The St. George campus at the University of Toronto is one of the few Canadian university campuses without a large, student-operated community facility. Although both the Mississauga (UTM) and Scarborough (UTSC) campuses have recently-built student-run centres, the St. George Campus has relied on its numerous excellent nodes of student activity space, such as Hart House, to provide students with facilities for their activities.

Planning began in 2005 to address student activity space needs with the formation of a planning Committee which in turn produced the '*Final Report of the Committee to Review Student Activity Space on the St. George Campus*' in September 2006. The Committee's report reaffirmed the multi-nodal approach to student activity space and also proposed the development of a new larger node of student activity space and recommended that the University establish a Project Planning Committee to begin the formal planning process, in collaboration with student governments and other key stakeholders.

This subsequent Project Planning Committee produced an Interim Project Planning Report in June, 2007 which described a 'Student Commons' facility that would provide 24-hour student space; commuter space; multi-purpose space; club offices and space; lounge and study space; meeting rooms; diverse, healthy, and affordable food options; rehearsal space; a used book store; offices for student organizations; a food bank; workshop and design space; a bicycle repair shop; and space to provide University of Toronto Students' Union (UTSU) (the Students' Administrative Council of the University of Toronto is operating under the name University of Toronto Students' Union) services more efficiently and effectively.

Fundraising for the project was addressed by an UTSU-held referendum in October 2007, in which students voted in favour of the establishment of the levy for a Student Commons. The Levy was then approved by the University Affairs Board (UAB) in April 2008. Beginning in fall 2008, the UTSU fees for full time undergraduates on the St. George Campus would include "a new designated portion of the fee for the Student Commons Project of \$5.00 per session increasing to \$20.75 per session in the session in which the Student Commons open."

In April 2011, Governing Council approved three site assignments on the St. George Campus – Site 12 (100 Devonshire) to the Varsity Centre for High Performance Sport, Site 7 (1 Spadina Crescent) to the John H. Daniels Faculty of Architecture, Landscape and Design and 230 College Street to the Student Commons.

Once established, the new Student Commons at 230 College Street will provide approximately 3,440 nasm of program area within renovated facilities. The centre is envisioned as a nexus of student community, co-operation and communication.

The proposed renovation of and move into 230 College Street represents an opportunity to expand on the services currently being offered to students and to create new amenities previously unavailable on campus. The Student Commons will also allow for an expansion of campus club services, including more meeting space, workshop/design space, more campus club office space, rehearsal space, and expand on many of the above services so that more campus organizations will have the opportunity to grow and interact with students across the St. George campus.

The general goals of the Student Commons are to enrich the social and personal experiences of students at the University of Toronto, to foster social and cultural interaction by creating an environment for groups of people from various backgrounds and viewpoints to gather, to afford an opportunity for members of like-minded groups to meet and for all to interact in a relaxed setting, and to act as a community facility that is convenient and accessible.

The Student Commons will be fully managed, operated, and governed by students under an operating agreement as described below, thereby ensuring that the Commons is operated in harmony with student values.

Since 2007, there have been detailed discussions with the Office of the Vice-Provost, Students (later including the Vice-Provost, Academic Operations and then the Vice-President, University Operations) regarding an operating agreement which addresses governance of the proposed facility. Subject to the conditions of the Student Commons Agreement, and compliance with University policies, the Student Commons will be managed by the University of Toronto Students' Union. The property is retained as a University asset. The agreement, which spans an initial period of 25 years (renewable for an additional 25 years) also addresses management structure and accountability, financing of the capital and operating costs of the Student Commons through the UTSU levy, a license for occupancy of the building and terms and conditions for sub-licensees, terms and conditions related to on-going management of the building, and other operational matters such as insurance, access and security.

Existing student groups and the UTSU executive moving into the Student Commons will free a total of approximately 695 nasm of space across campus for reallocation. As part of the relocation of UTSU's executive and services, the Stewart Observatory building will be reallocated for other institutional purposes.

There will be no significant staging requirements as all groups moving into the Student Commons are currently accommodated in other buildings across the St. George campus. However, the Daniels Faculty of Architecture, Landscape and Design will need to be accommodated in interim space until their new site at 1 Spadina Crescent is ready for occupancy.

The 230 College Street building should be renovated with a view to achieving Leadership in Energy and Environmental Design (LEED) Commercial Interiors Gold certification for the new Student Commons.

At the earliest, construction for the project could begin by August 1, 2014 with the earliest possible occupancy by September, 2015.

The total estimated project cost for the facility was provided based on a gross square meter area of 6,735 gross square metres of renovations and approximately 600 gross square metre addition.

The Student Commons project is to be funded by the student levy.

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II. Project Background

a) Membership

Gail Milgrom (Chair)	Director, Campus & Facilities Planning
David Newman	Acting Director, Office of the Vice-Provost, Students
Paul Handley	Chief Administrative Officer, Student Life Programs & Services
George Phelps	Director, Project Development
Ron Swail	Assistant Vice-President, Facilities & Services
Shaun Shepherd	President, Students' Administrative Council (operating as the University of Toronto Students' Union, hereinafter referred to as UTSU)
Sandra Hudson	Executive Director, UTSU
Corey Scott	Vice-President, Internal & Services, UTSU
Adnan Najmi	Operations Coordinator, UTSU
Yolen Bollo-Kamara	Vice-President, Campus Life, UTSU
Alan Webb	Campus & Facilities Planning

With input from previous members (Spring 2011 through Spring 2012):

Danielle Sandhu	President, UTSU
Amir Bashir	Executive Director, UTSU
Meghan McPhee	Operations Coordinator, UTSU
Albi Aziz	Vice-President, Campus Life, UTSU
Jim Delaney	Director, Office of the Vice Provost, Students
Lucy Fromowitz	Assistant Vice-President, Student Life
Julian Binks	past Director, Project Development

b) Terms of Reference

1. Determine the space program for a "Student Commons" facility on the St. George Campus at 230 College Street, including:
 - a) A large node of student activity space including, but not limited to, reception, event and social spaces, meeting space, food services, as well as office and other space required for one or more anchor tenants.
 - b) Space for student services and organizations.
2. Demonstrate that the proposed space programs take into account the Council of Ontario Universities' and the University's own space standards.
3. Determine a functional layout of the space required.
4. Identify all secondary effects to the building project and related resource implications of these effects.
5. Identify all equipment and moveable furnishings necessary to the project and their related costs.
6. Identify all data and communication requirements and their related costs.

7. Identify all security, occupational health and safety and accessibility requirements and their related costs.
8. Identify all resource implications for the proposal for the Student Commons.
9. Provide a total project cost for the Student Commons, including all aspects of the above.
10. Identify a funding plan for capital and operating costs.
11. Finalize governance of the proposed facility.
12. Report by March 2013.

c) Background

The St. George campus at the University of Toronto is one of the few Canadian university campuses without a large, student-operated community facility. Although both the Mississauga (UTM) and Scarborough (UTSC) campuses have recently-built student-run centres, the St. George Campus has relied on its numerous excellent nodes of student activity space, such as Hart House, to provide students with facilities for their activities.

In the early 1970s, enterprising students from the Faculty of Architecture undertook a study to determine the best location for a student centre but the outcome of the study *Campus as a Campus Centre* was that no one single existing location could adequately meet the needs of the student population. The multi-nodal model, also articulated by the 1999 Task Force on Student Activity Space, is considered a progressive approach for major universities as it addresses the unique nature of large campuses and the diverse characters of their many student communities. On the St. George Campus these nodes range in size from the large, Hart House, to the medium, the Multifaith Centre and the Centre for International Experience, and to the many smaller college and faculty-based lounges located all over the campus.

However, by the summer of 2005, interest in an additional large node with a specific student focus became apparent and a Committee was established to review both the current University approach to student activity space and the extent to which the multi-nodal approach continues to serve the needs of the students on the campus. The Committee was charged with articulating the potential need for an additional large node of student activity space on campus to serve space demands which are not currently being addressed. In the *Final Report of the Committee to Review Student Activity Space on the St. George Campus* (September 2006), the Committee reaffirmed the multi-nodal approach to student activity space and also proposed the development of a new larger node of student activity space and recommended that the University establish a Project Planning Committee to begin the formal planning process, in collaboration with student governments and other key stakeholders.

The Project Planning Committee, established in October, 2006, met on numerous occasions. The members toured the newly constructed Ryerson Student Centre and had the benefit of hearing presentations on student spaces and centres found at several other universities. The University of Toronto Students Union (UTSU) stated that they did not want simply a ‘Student Centre’ because of the proliferation of smaller student centres of activity throughout the campus. Rather, they

sought to create a ‘Student Commons’ which would add another space for students to find community.

In April 2007, the Committee submitted an Interim report to Governing Council, identifying a proposed site, space program (3,282 nasm) and a potential range for the estimated total project cost. The Interim Project Planning Report, approved by the University’s Governing Council in June 2007, described a ‘Student Commons’ facility that would provide 24-hour student space; commuter space; multi-purpose space; club offices and space; lounge and study space; meeting rooms; diverse, healthy, and affordable food options; rehearsal space; a used book store; offices for student organizations; a food bank; workshop and design space; a bicycle repair shop; and space to provide UTSU services more efficiently and effectively. The 2007 Report identified Site 12 (from the University of Toronto Area Part II Plan) as a desirable location for the building.

Over the summer of 2007, UTSU worked with Campus & Facilities Planning to refine and further develop the space program, engaging in consultation with numerous user groups. Room data sheets were prepared, from which Capital Projects provided a high-level project cost estimate of \$30 million.

UTSU held a referendum in October 2007, in which students voted in favour of the establishment of the levy for a Student Commons. The Levy was then approved by the University Affairs Board (UAB) in April 2008. Beginning in fall 2008 the UTSU fees for full time undergraduates on the St. George Campus would include “a new designated portion of the fee for the Student Commons Project of \$5.00 per session increasing to \$20.75 per session in the session in which the Student Commons open.” (The \$20.75 fee consists of \$14.25 for construction and \$6.50 for operating and capital renewal.) The referendum question included a provision for the levy to be “adjusted annually to a maximum of ten percent (10%) in order to address inflationary cost increases.”

However, in April 2010 it appeared that the development of Site 12 would not take place at the originally anticipated pace and the University began exploring other sites for the Student Commons. The University then proposed the building at 230 College Street as the new site. Preliminary estimates of the cost of operating that facility suggested that they would be similar to Site 12 but that the capital cost, now that it would be for renovations rather than new construction, would be less. As well, a draft “test fit” demonstrated that all of the initially proposed space requirements could fit into the existing building with additional space available. At a consultation meeting with levy group representatives, UTSU recognized clubs representatives and college council representatives the proposal was met with an overwhelmingly positive response. UTSU continued to consult with stakeholders, sustainability and accessibility experts and with legal counsel and in November 2010 at a Stakeholders Consultation meeting it was recommended that UTSU accept the proposal to relocate the Student Commons to 230 College Street, pending acceptable financial arrangements.

In April 2011, Governing Council approved three Site assignments on the St. George Campus – Site 12 (100 Devonshire) to the Varsity Centre for High Performance Sport, Site 7 (1 Spadina Crescent) to the John H. Daniels Faculty of Architecture, Landscape and Design and 230 College Street to the Student Commons. Implementation of the capital projects described for

each of these development sites was to occur after approval of final project planning reports for each, outlining the space program, total project costs and funding sources.

Planning for Site 7 for the Daniels Faculty of Architecture, Landscape and Design began in the spring of 2011. It was anticipated that given the complex nature of the project and the site, the need for municipal approvals, heritage issues, and design review processes, the planning, design and approval of the project could take up to two years. The final project planning report outlining the details of development on the site for the Daniels Faculty of Architecture Landscape and Design would then be brought forward for approval. Pending approval of the final project planning report and with funding in place, construction would most likely take a minimum of two additional years.

d) Governance

In 2006, during the development of the Interim Project Planning Committee Report, the Committee's site visit to Ryerson included a short information session on the planning and operations of their new facility. The Committee also discussed the models for governance for Hart House and the UTSC Student Centre. The Committee briefly discussed third party governance of the proposed student commons facility and agreed not to pursue this option. Both students and administrators recommended that a governance model be agreed upon with a plan for management and operation of the facility prior to finalization of the final Project Planning Committee Report.

Since 2007, there have been detailed discussions with the Office of the Vice-Provost, Students (later including the Vice-Provost, Academic Operations and then the Vice-President, University Operations) regarding an operating agreement which addresses governance of the proposed facility. The memorandum of agreement is to be submitted to Governing Council for approval in June 2013. Subject to the conditions of the agreement, and compliance with University policies, the Student Commons will be managed by the University of Toronto Students' Union. The property is retained as a University asset. The agreement, which spans an initial period of 25 years (renewable for an additional 25 years) also addresses management structure and accountability, financing of the capital and operating costs of the Student Commons through the UTSU levy, a license for occupancy of the building and terms and conditions for sub-licensees, terms and conditions related to on-going management of the building, and other operational matters such as insurance, access and security.

e) Space Requirements

Existing Space - UTSU & Related Groups

The University of Toronto Students' Union (UTSU) is currently based in the Stewart Observatory on the St. George campus, where they occupy 304 nasm. Associated Student Levy-funded groups occupy a total 744 nasm of space distributed across the campus in the North Borden Building (234 nasm), 256 McCaul (75 nasm), Sussex Court (47 nasm), 215 Huron Street (48 nasm), Earth Sciences (13 nasm), Koffler House (13 nasm) and Sir Daniel Wilson (10 nasm).

By Group	Area (nasm)	By Building	Area (nasm)
Levy Group Space:			
Sex. Ed. Centre	47	North Borden Building	234
OPIRG	18	256 McCaul Street	75
Women's Centre	106	Stewart Observatory	304
Access Centre	48	Sussex Court	47
UTERN	12	215 Huron Street	48
LGBTOUT	10	Sir Daniel Wilson	10
Other Groups:			
Bike Chain	111	Earth Science	13
Foodbank/Clothing	13	Koffler House	13
The Newspaper	75	Total	744
UTSU Offices	304		
Total	744		

All of the groups listed above are to be relocated to 230 College Street however vacated space in Sussex Court will revert to temporary usage for student clubs. Consequently, a total of approximately 695 nasm of space will be available to be re-allocated for other institutional purposes following the completion of the Student Commons.

(Appendix 2 provides a detailed space inventory)

230 College Street - Proposed Location of the Student Commons

The existing building was purpose-built for the Royal College of Dental Surgeons and its Infirmary in 1909, by the architecture firm of Burke, Horwood & White. It was enlarged to its current size in 1920 by Molesworth, West and Secord.

230 College Street is currently home to the Daniels Faculty of Architecture, Landscape and Design. Significant improvements and modernization took place when the School of Architecture took possession of the building in 1961, including a reconfiguration of the front stairs, reduction of the lobby height and the construction of a library in the basement. Incremental changes that took place between 1961 and 1997 were minor in nature. During 1998-2001, the first floor offices were renovated and the library was relocated to a new space on the second floor. In 2001, improvements to the exhibition spaces were completed. Over the years, the Daniels Faculty has optimized the configuration of the facilities to suit their programmatic needs. The building currently provides 4,128 nasm of assignable program area (details in Appendix 1) within a total gross area of approximately 6,735 gsm. This represents a very efficient nasm to gross area gross up factor of 1.6. It is anticipated that a renovation of the building for its new use as the Student Commons will result in a reconfiguration of the space that may somewhat lower the net efficiency of space use.

230 College Street – Area by Floor

	Nasm	Gross
B01	659	1,219
M01	185	675
1st	830	1,336
2nd	563	1,057
3rd	783	1,069
4th	884	1,060
5th	224	320
Total	4,128	6,735

The following characteristics of the existing building have been noted:

- The existing office area located on the main floor of the building was renovated in 2001 and presents a significant asset of high-quality administrative space. This space could be repurposed for use as UTSU offices with minimal renovation.
- Existing faculty offices on the second floor are of adequate size (approximately 13 nasm) and could be repurposed, with some minor renovation, for similar administrative uses.
- There are existing workshop facilities on the basement level that have been recently upgraded with the addition of a modern dust collection system. However the space lacks a suitable shipping and receiving area for materials at grade and the existing freight elevator is too small to be of any use in moving materials to the basement. Part of the space could be repurposed for use as a basic student construction workshop with minimal renovations.
- Existing third and fourth floor areas are largely devoid of partitions and present economical opportunities for repurposing.
- The smaller fifth floor is also largely open plan although it is not currently accessible by the existing elevator, which only goes up to the fourth floor.

COU Space Guidelines

As part of the tri-annual Council of Ontario Universities (COU) space survey, the University of Toronto conducted an overall analysis of its space in 2010/11. The analysis identified that the St. George Campus currently accommodates a total of 55,553 nasm of Student and Central Services space including 19,961 nasm of Student Activity Space.

Applying the COU guideline of 2 nasm per FTE student (2 x 47,659) for Student and Central Services would generate 95,318 nasm for this broad category of space while using a COU factor of 0.5 nasm per FTE student (0.5 x 47,659) for Student Activity Space would generate 23,829 nasm.

This project will provide an additional net increase of approximately 2,730 nasm of student space, which will bring the Student and Central Services' total inventory to 58,388 nasm and the Student Activity Space total to 22,691 nasm or 61% and 95% of the COU suggested allocations respectively. For reference, in 2010/2011, the average nasm per student for Student Activity Space in Ontario post-secondary institutions was 0.3 or 60% of the suggested space allocation.

III. Project Description

a) Vision Statement

As articulated in the referendum question and by UTSU, the Student Commons is envisioned as a nexus of student community, co-operation and communication. The general goals of the Student Commons are to enrich the social and personal experiences of students at the University of Toronto, to foster social and cultural interaction by creating an environment for groups of people from various backgrounds and viewpoints to gather, to afford an opportunity for members of like-minded groups to meet and all to interact in a relaxed setting, and to act as a community facility that is convenient and accessible.

The Student Commons will be fully managed, operated, and governed by students under an operating agreement as described above , thereby ensuring that the Commons is operated in harmony with student values.

The 230 College Street building should be renovated with the goal of achieving Leadership in Energy and Environmental Design (LEED) Commercial Interiors Gold certification for the new Student Commons. Recognizing also that accessibility is a priority, the renovations will meet the University of Toronto's Accessibility design standards, where feasible and given the existing conditions.

At various Student Centres across Canada, there are a number of services provided by the students' union. Currently, the UTSU provides many free and/or discounted services to students. These services include:

- discounted TTC metropasses, movie and event tickets
- TTC Identification cards
- a print/copy service
- Health and Dental plans,
- the UTSU Book Exchange,
- a Food and Clothing Bank,
- an Equity Garden,
- Dollars for Daycare grants,
- Good Food Boxes,
- Book Bursaries,
- Income Tax clinics,
- International Student Cards,
- a Fax service

As student membership has increased over the past decade, so too has the need for many of these services to expand. The Student Commons will permit UTSU to meet the increased demand for services by acting as a hub for student services, allowing the Union to streamline service delivery through a services counter, and to add new services as necessary. Furthermore, the Student Commons will provide dedicated space for many of the student services which currently operate out of impermanent spaces across campus. With dedicated space, UTSU will be able to expand

many services such as the Food and Clothing Bank, Good Food Box, Metropass sales, and Income Tax clinics, to fulfill the increased demand for these services.

Some of the new services that the Student Commons will be able to accommodate include space for study groups and/or events, an accessible computer lab, a food court/cafeteria with a focus on healthy, affordable and diverse food options, lounge/study space, multi-purpose space, a copy/print centre, commuter space, and lockers.

In addition to the general services mentioned above, the UTSU provides many services to university campus clubs and levy groups including:

- Funding
- Free photocopies and printing
- Banner printing
- BBQ, coffee urn, sound equipment, and water barrel rentals
- Mailboxes
- Space booking and support for events
- Executive training sessions

The Student Commons will also allow for an expansion of campus clubs services, including more meeting space, workshop/design space, more campus club office space, rehearsal space, and expand on many of the above services so that more campus organizations will have the opportunity to grow and interact with students across the St. George campus. The proposed renovation of and move into 230 College Street represents an opportunity to expand on the services currently being offered to students and to create new amenities previously unavailable on campus.

Key features of the new Student Commons include:

- A destination food centre, offering a range of alternative fare in a unique space that combines lounge and food amenities.
- Bookable spaces that include meeting and study rooms of various sizes, a dance/performance rehearsal space, multi-purpose space, and more.
- The consolidation of a variety of student clubs, levy group services and UTSU offices and services in one location.

b) Space Program

The space program for the Student Commons is 3,440 nasm:

	# Rms	Nasm	Total Nasm
Main Floor Services			
General Inquiry Desk, Services Counter	1	15	15
3 Workstations	1	17	17
Staff Offices, Semi-Private	2	16	32
			64
UTSU Offices			
Executive Offices	3	13	39
Staff Offices, Semi-Private	5	13	65
Staff Offices, Shared	3	13	39
Workroom, 6 stns	1	37	37
Reception	1	9	9
Kitchen and Lounge	1	20	20
IT Server Room	1	8	8
Office Supplies and Storage	1	5	5
Secure Archive Storage	1	12	12
			234
Lounge, Study, Food Services, Etc.			
Lounge, Multipurpose (Main Floor)	1	varies	140
Lounge (Second, Third Floors)	2	varies	365
Kitchenette/Servery (Third Floor)	1	10	10
Lounge / Food Court	1	varies	170
Food Vendor (w/o Kitchen)	2	20	40
Food Vendor (w/ Kitchen)	2	45	90
			815
General Meeting Rooms			
6 seat meeting room	5	12	60
10 seat meeting room	1	19	19
12 seat meeting room	3	24	72
15 seat meeting room	1	30	30
20 seat meeting room	1	44	44
60 seat meeting room	1	150	150
Multipurpose Space (Room 1)	1	210	210
Multipurpose Space (Room 2)	1	150	150
AV Support Space	1	6	6
			741
Levy Group Space			
Sex Ed Centre Offices	1	25	25

Sex Ed Centre Consulting Room	1	12	12
OPIRG offices	1	25	25
LGBTOUT Offices	1	25	25
LGBTOUT Consulting Room	1	12	12
Women's Centre Offices	1	25	25
Women's Centre Resource Centre	1	12	12
Access Centre Offices	1	30	30
Access Centre Consulting Room	1	15	15
Access Centre Accessible Computer Lab	1	30	30
UTERN Offices	1	25	25
Kitchenette/Servery (Second Floor)	1	10	10
			246
Campus Clubs			
Offices, Small	40	7.4	296
Offices, Medium	12	12	144
Offices, Large	4	17.5	70
Kitchenette/Servery (Fourth Floor)	1	10	10
			520
Other Groups			
Bike Chain Workshop	1	50	50
Bike Chain Storage	1	40	40
FoodBank&Clothing Service Counter/Pantry	1	35	35
FoodBank&Clothing Storage	1	25	25
The Newspaper Office	1	16	16
The Newspaper Workroom	1	26	26
The Newspaper Storage	1	8	8
			200
Other Services			
Rehearsal Space (Large)	1	155	155
Rehearsal Space (Small)	1	90	90
Construction Workshop	1	125	125
Copy Centre	1	54	54
Book Exchange Storage	1	35	35
Table & Chair Storage	1	140	140
Lockers	1	20	20
			619
Total Area (NASM)			3,439

*(The space program in the 2007 Interim Project Planning Report for Student Commons was 3,282 nasm)

In addition to the assignable program areas above, the following non-assignable spaces are also required:

- Basement: Closet with ground level slop sink

- Lower Mezzanine: Storage with ground level slop sink, change room with sink, and office for caretaking staff.
- Main Floor: Closet with ground level slop sink.
- Second, Third and Fourth Floors: Each with a closet with ground level sink.
- Fifth Floor: Closet with ground level sink (only required if no elevator access is provided).
- Washroom with shower facility for use by bicyclists
- Washrooms with ablution facilities adjacent to multi-purpose rooms

A number of these spaces already exist in the current building and could economically be reused with minimal renovation.

Although the feasibility of including a multi-story open space is unclear as it would reduce the overall usable floor area and could have additional cost and code implications beyond what has been included in the estimate for this feature, the committee would like to explore the proposal as it could provide a greater sense of interconnection within the multi-storey building by allowing views between floors.

Typically when planning a new institutional building, a gross up factor between 1.8 to 2.0 times the net assignable area is applied to estimate a total project gross area – thus for the Student Commons a range of 6,300 sq.m. to 6,900 sq.m. would be required. With the addition of an elevator/stairwell the expected gross area of the building will be approximately 7,335 (6,735 gross existing plus 600 gross addition). This is ample space for the proposed space program within the existing building envelope.

c) **Functional Plan**

The Committee considered the ways in which the existing configuration of the building could be used with minimal renovation – for example, the existing offices on the main floor - and where program demands would require more significant reconfigurations, such as the food court, lounge spaces and multi-purpose rooms. A test fit of the space program to the existing building was developed and is presented in Appendix 5. Overall the test fit demonstrated that the space program will be well served by the building.

Student Commons Main Floor: Lounge & Food

The primary entrance to the Student Commons will be located on College Street. This entrance should be easily identifiable from the exterior. The building's existing accessible entrance from Huron Street should also be indicated clearly.

The lobby will contain or sit adjacent to a number of functions, including a central counter for inquiries, ticket and TTC pass sales. It should be a space that is light, open, friendly and welcoming. A lounge space with comfortable chairs and couches should be a central component of the space, facilitating formal and informal social gatherings, casual studying and reading, the showing of movies, etc.

Facilities for food vendors and a dining area should be directly accessible from the lobby space. This food service complex is to provide convenient, nutritious dining, but will also enhance this part of the building as a meeting place within the Student Commons. The food service area should blend with the lounge amenities on the main floor. The goal of the food and lounge area is to provide a destination and gathering space for students, a unique amenity that will have the ability to foster a sense of community for the student body.

Seating areas in the food lounge area should provide a variety of seating types and configurations (single seats, stools, tables for groups, loose, fixed, etc.).

Appropriate areas to fulfill the service requirements of the food vendors should be provided. There are broader renovation design implications as the vendor service spaces must have an adequately sized service route to connect with the building's loading facilities and garbage, compost and recycling facilities. Routing for exhaust ducting may also have an impact on the potential vendor kitchen locations.

Sufficient public washrooms should also be provided on or close to the main floor, in proximity to the food and lounge areas. This may entail augmenting the existing washroom capacity.

There is an interest in being able to obtain Beverage Services special event liquor licenses for certain areas of the building (Third Floor patio for example) therefore the renovation designs must also comply with any licensing requirements by defining the proposed areas and addressing access and egress requirements. This will require a separate approval process.

Provisions should be made for display spaces, LCD monitors, newspaper stands, benches and computer terminals.

UTSU Offices

The UTSU offices should be located close to the Levy group space but may be separated by floor level. It is envisioned as a self-contained space, with a reception area, offices for staff and executive, a boardroom, a multi-purpose room, a copy room and storage. The staff offices are to be located close to the reception, with executive offices behind. The existing main floor suite of offices at 230 College could be an appropriate fit for this function.

A kitchenette should be located so that it can be easily accessed by UTSU.

General Meeting Rooms

There are several meeting rooms planned for the Student Commons in a range of sizes, varying from 6 to 30 person capacity. These rooms are intended for use by all students, and preferably booked through an open system. The rooms should be comfortable, accessible and be located near student club space. Larger meetings could be accommodated in one of the multi-purpose rooms.

Some existing rooms at 230 College may be easily re-used as meeting rooms. Existing room 208 may be re-used as is and existing rooms 201, 306, 307, 308, 310, 311, 312, 313, 314 may be re-used with light renovations.

The multi-purpose room(s), which may be used as multi-faith worship space, should be kept separate from loud or boisterous functions or activities. If possible, the entry door should be located at the rear of the room, typically the western wall, so that occupants can face east without interruption. Separate ablution/washing areas for males and females are to be provided. These spaces should be warm and welcoming, preferably with options for both natural and artificial lighting. Careful provision should be made so that these rooms could function well as multi-purpose spaces when not in use for multi-faith worship activities. The U of T Multifaith Centre has developed a list of practical suggestions for the construction of flexible multi-faith space on campus.¹

Two large spaces in the existing building may be effectively repurposed as large multipurpose spaces suitable for a variety of events. These spaces should have high ceilings. Projection and screening equipment, moveable tables and stackable chairs will be required.

Levy Group Space

Offices and workspace will be provided for a variety of levy-funded student groups. This space should be clustered together, potentially on its own floor or within a specific area of the building. Each group has distinct needs beyond general office space. Additional facilities for private meetings, counseling or resource libraries will be required as per each group's mandate. Ideally these Levy group spaces could share common areas such as a small kitchenette and a centralized waiting area/lounge.

Campus Clubs

Office, storage and meeting space will be required for other campus clubs. This space should be clustered together, potentially on its own floor or within a specific area of the building. The clubs area will have a number of medium sized enclosed offices and a large number of lockable cubicles providing small offices.

Other Groups

Other student-oriented groups will be situated throughout the Student Commons.

A basement or mezzanine level location is envisioned for BikeChain, which requires a working space for bike repairs, tune-ups, workshops. This space should be well-ventilated and preferably

¹ User participation in the planning process is critical in the development of multi-faith space:

1. The goal is to develop "flexible space" suitable for multi-faith worship and programming, but also other programming.
2. A completely flat surface is ideal with movable accoutrements including worship rugs, folding tables, easily stackable chairs, yoga mats and cushions. These accessories should be readily available and not locked up. This allows each faith community to set up and take down the arrangements it needs for its specific spiritual practice. This flexible arrangement also allows for a variety of other programming needs.
3. An immediately adjacent washroom is a must including a floor level tap for foot washing (including warm water services). Additional accommodation of some type should be provided for individuals who are seated while foot washing.
4. The space should be reasonably soundproof to allow for meditation in the room and for the consideration of occupants of others rooms, as there may at some point be guitars, singing, chanting or drumming.
5. Assume food will be eaten in the room and install the appropriate flooring. Many spiritual traditions involve the consumption of food.
6. There should be no religious iconography, especially figurative art in the room itself so that each faith community has a neutral space in which to work.

have direct access to the exterior. Adjacent storage to the main working area is required for the bike-lending program.

Other groups such as Foodbank and the Newspaper, have distinct needs beyond general office space. The Foodbank should have an easily accessible yet discrete location. A small, common kitchenette could be provided so as to be accessible to as many of these groups as possible.

Other Services

Additional student services include photocopy facilities; a book exchange; a large rehearsal room for dance and music events; a basic construction workshop; table and chair storage; and student lockers. With the exception of the construction workshop, these services should be located close to the main areas of student activity. They should be easily accessible and identified. Ideally, lockers should be scattered throughout the student space, so as not to overwhelm one particular area. It is possible that the existing construction workshop located in the basement can be re-used with minimal upgrade.

Exterior Courtyard/Outdoor Patio – 3rd Floor

The existing third floor patio space presents an opportunity to create a unique feature for the Student Commons. The proposed third floor exterior courtyard/rooftop patio will serve as the primary outdoor activity space of the Student Commons facility.

With some renovation, this outdoor space will provide a green amenity space with access from the adjacent third floor building areas. Provision should be made to ensure that the patio's surrounding walls be non-scalable to a minimum height of 3 metres. Costs related to the third floor patio are part of the initial overall capital costs of the project.

Rooftops and Safety

For safety reason, any accessible outdoor rooftop area must be surrounded by non-scalable barriers, walls, or building faces to a minimum of 10' in height. Building code restrictions will limit the maximum occupancy of any rooftop areas and will dictate the means of egress.

Rooftop – Fifth floor

The uppermost rooftop area (accessed from the fifth floor level) is currently in use as an outdoor research area by the Green Roof Innovation Testing Laboratory (GRIT) and will continue to be used for this activity until sometime in 2018.

Following repatriation of the rooftop space, this area is to be designated for use as a working garden (i.e. Green Roof) under the stewardship of UTSU.

Conversion of the rooftop area following the completion of the GRIT research project represents a later phase of the Student Commons project.

Access to the uppermost rooftop area is to be controlled via security card swipe. All students wishing to access the Green Roof must be recognized by UTSU and are required to follow the procedures as described in the 'Union Green Roof Gardening Operational Policy' (Appendix 11).

The existing roof is currently not barrier-free accessible as this area of the building is not served by an elevator or ramp. Other non-elevating device or ramp accessibility design principles will be considered and incorporated into the design of the later conversion, where feasible.

The University will be indemnified for any damages to the roof membrane or voiding of the warranty as caused by student use of the roof. In addition, the existing roof anchors must be protected from damage and any use of the rooftop will need to ensure the anchors do not present a safety hazard for students.

In the interim, the GRIT team would welcome participation, pending detailed application and training requirements provided by GRIT, by students in the research project and, in preparation for hand-over, GRIT staff would mentor students in the technologies involved with maintaining successful roof top gardens. The green roof equipment is likely to move to another location at the end of the project.

Functional Plan floor plan diagrams (Appendix 5), developed as a test fit plan in consultation with UTSU, illustrate a possible configuration of program areas throughout the building.

d) Building Considerations

Standards of Construction

While it is expected that the renovation will be able to achieve a LEED Commercial Interiors (CI) Silver rating with certification, the project team should strive to achieve a LEED Commercial Interiors (CI) Gold certification within the limitations of the project budget.

The project's design and construction shall adhere to the University of Toronto's Facilities and Services and Capital Projects Design Standards. Details can be found at:
www.fs.utoronto.ca/aboutus/design.htm

Building Components & Systems

The proposed project will likely be a mix of minimal and moderate renovation with some areas undergoing more significant renovations. This section summarizes renewal needs that should be undertaken in order to address the limitations of the existing services and infrastructure and provide the enhancements required to properly service the re-purposed building. The information provided has been collected from consultants' audit reports as well as the experience and knowledge of Department of Facilities and Services. It is anticipated that detailed engineering studies will be required during the implementation of the project.

Heating, Ventilation and Air Conditioning

- The building is not centrally ventilated or air conditioned. There are two heating/ventilation units that provide ventilation for the basement, mezzanine floor and a small area of first floor. Partial areas of the first floor, second floor, third floor and fourth floor are air-conditioned via the two roof top A/C Units sized at 30 tons each (1999) with VAV boxes. There is an art gallery located on the first floor and is air-conditioned via a standalone A/C Unit installed in 2001. There is also a standalone ventilation fan located on the roof that serves the paint shop in Room 403 and is heated by natural gas fired burner. The building sanitary exhaust fan and other exhaust fans are located on the roof. The areas that have no ventilation rely on opening of the windows for fresh air. It is intended to retain the existing A/C systems, and add new equipment to serve the currently non-air-conditioned space.
- Current exhaust system for CNC machine (rm 063/064A) does not conform to MoE requirements. FALD dropped pursuing this item when it was determined they would be moving. It is assumed that the re-purposing of the building will eliminate this exhaust system.
- The building is heated via a central Hot Water Heating System using the high temperature hot water from the Central Power Plant as the primary source. This hot water system is controlled via an ambient type pneumatic control and provides hot water heating to the perimeter radiators throughout the building. The radiators have individual pneumatic controls valves activated by local stats. It is intended to retain this system with modifications as required for the new layouts.
- The domestic hot water for the building is served from a storage tank located in the basement and is heated via a standalone hot water heat exchanger with electric backup. The tank and the heat exchanger were replaced in 2007 and it is intended to retain them.
- Generally, all of the above mentioned equipment is in good working order but the two main hot water heating system converters are original and may need replacement along with the pumps in the near future. The other items that would need attention are the local thermostats, controls valves and manual shut off valves for the heating radiators and the two older heating/ventilation units. The standalone A/C units and exhaust fans are in good shape and should be retained. It is recommended that the duct work for the two A/C units on the roof be inspected and re-insulated. It is also recommended that remote monitoring/alarming and control of the primary HVAC systems be installed.

Plumbing

- Some plumbing infrastructure has not been upgraded in the building; as a result there are a number of calls for plugged, overflowing toilets and leaking faucets. Water pressure is subject to fluctuations.
- Code review has indicated that the building requires a total of 9 male water closets and 12 female water closets. There is sufficient existing capacity for the male water closets however 4 existing unisex washrooms are required to be assignable for female

- use. One additional female water closet is required to be provided for code compliance.
- Within the complement of washrooms to be provided, there should be at least one unisex/gender-neutral washroom allocated per floor level.
 - Washrooms that have been renovated or built in the past 12 years will be retained. Older washrooms will get renovations as needed to bring them up to today's standards. There should be a new accessible washroom provided at all floors that do not have them now.

Electrical Power

- Since little additional load is anticipated, there is probably no need to upgrade the size of the service. However, due to the effects of aging, the existing feeder cable and distribution panel may need to be replaced.
- The existing distribution of power on the 3rd and 4th floors should be reviewed for safety reasons as it is carried through a live channel then distributed via a mobile clamp to a hanging outlet.
- Other than those areas which remain as is, much of the building will receive new lighting, with switching and controls to meet LEED standards.

Emergency Power

- Currently, emergency power is available in the building from the generator at the Central Steam Plant for life safety purposes. The existing emergency distribution is via a small 15kVA transformer with limited capacity feeding a few 120/208V circuits of exit and emergency lights. Depending on the additional emergency power requirements for the renovations, a new 600V emergency cable and transformer may have to be installed in the electrical room

Elevators and Exits

- When the existing hydraulic elevator was re-worked a number of years ago, the hole and piston were made long enough to accommodate one additional floor if a stop is moved to allow this. Hydraulic elevators are limited to service a maximum of 6 floors with a preference for 5 levels.
- Although the existing passenger elevator piston has been sized to allow for vertical expansion to the fifth floor, the existing elevator's location is not suited to readily providing a connection to the existing fifth floor rooms.
- Following preliminary building code review, a new dedicated exit stair/ elevator/ service entry addition is recommended and would be able to provide barrier-free access to all levels of the building including the fifth floor level. The exact design of this addition must be carefully considered in order to provide a connection to the existing fifth floor space. Further structural investigation would also be required to assess the structural impact of such a proposal.
- With some upgrades to doors and to the Huron exit lobby, the north-west stair can be considered as one of the required exits.
- Preliminary code review has indicated that an additional exit stair for the building is recommended to: improve exit capacity and hence allow higher occupant loads; serve each floor with an additional exit stair leading directly to grade; relieve dead end

corridor conditions. Additional life safety study is required as part of the project's detailed design process.

- By sprinklering the building, it may be possible to open up the main south stair as a more attractive convenience stair. Please refer to Appendix 14, Preliminary Building Code report for more detailed information.

Structural

- Structural consultants should be mindful in calculating capacities for 'speed tile' construction related to the renovation.

Building Envelope

- The roof was replaced a few years ago. The brick façade is in relatively good shape with spalled bricks, mortar joints and a chimney in need of attention. There is evidence of water infiltration into the original basement of the building. Cracks in a structural concrete beam and a wall in the breezeway were monitored by a gauge and will require structural evaluation if there is further displacement. Wooden frame windows will require repair and repainting or replacing. Third and fourth floor windows have little or no thermal value or screens. The project budget includes for the complete replacement of windows throughout the building.

Hazardous Materials

- Appendix 10 includes an overview of the presence of asbestos-containing materials within the building. Detailed information can be obtained from the University's asbestos inventory system upon request.
- Prior to planning any renovation or demolition project a pre-construction survey must be carried out.

Fire Protection

- Sprinkler & Standpipe – upgrade main supply and fire pump, sprinkler entire building
Sprinklering of the entire building is recommended. Currently, the basement is only partially sprinklered, sharing a common 4" water main supply with the standpipe system and domestic water supply. Standpipe fire hose cabinets are installed throughout all floors, with an associated fire pump. The current fire protection water supply size will not likely be adequate to provide domestic and fire protection water throughout, as would be required by Code, for any major renovation (the building would be required to be fully sprinklered), and a new higher capacity fire pump will be needed. Also, the existing partial sprinkler system serving the basement should be redesigned and upgraded to current standards, to be consistent with the new installation in the rest of the building.
- Fire Alarm – replace and upgrade
The existing fire alarm system is limited with respect to additional zones. The entire building will need to be upgraded with sprinkler protection, and the associated additional fire alarm zones will exceed the expansion capacity of the current fire alarm system.

Signage

- The building sits within an Institutional municipal zone, within which the City's signage by-law allows first-party signage (i.e. a sign reading "Student Commons" is permissible). Size and illumination restrictions apply.

Heritage

While the existing building is neither an officially designated nor a listed heritage structure, the project's development should take into consideration the building's proportions, materials, and any construction detailing of significance and respond appropriately to the building's existing elements and character. The building was designed by one of Canada's most prominent architectural firms of its time. Burke, Horwood and White designed numerous commercial, institutional and religious buildings throughout the country, while making use of modern, technological innovations in design and construction. In 1896, the firm designed the Robert Simpson store in Toronto, which became the country's first building to employ a curtain wall system.

Accessibility

The University of Toronto is committed to ensuring that its buildings and services are accessible to persons with disabilities. Compliance with the University's Barrier Free Accessibility Design Standards is required for all new construction and renovation projects at the St. George campus. Design teams are required to submit the checklist to the University at 75% completion of the Design Development. Neither the ODA, nor the University, requires full adherence to the standard.

For renovation projects, particularly of older buildings, there may be some recommendations that are very difficult or impossible to implement. However, design teams must provide written explanation in the event of non-compliance. In the case of a heritage building where it is either prohibitive from a heritage maintenance perspective, or is cost prohibitive, the University has a policy of accommodation elsewhere on campus.

A final version of the Proposed Accessible Built Environment Standard (Ontario Building Code elements) is currently under review. Once legislated, it will apply to new projects, major retrofits, common space and circulation areas, and change in use.

A Universal Design consultant is required for all Capital Projects on all three campuses. The outside consultant ensures that accessibility is incorporated from the outset of a project and that accessible, barrier-free expertise will inform decisions throughout the design process.

Vertical access within the building needs to be improved along with fire safety.

Personal Safety and Security

The Student Commons will be operational throughout the week, 24 hours a day. The building design must allow for student access to certain areas as required and as allowed, safely and easily. At the same time, the design must be sensitive to the needs of the users whose activities require security after hours, and thus require restricted access to certain building users, and to the general public. In all likelihood, the building's entry doors will be locked to general public outside of business hours.

A security analysis must be undertaken with Campus Police representatives during the schematic design stage of the project.

Options should be investigated in order to implement a solution whereby all students could gain access to the building via the main entry doors. Additional controls on zones within the building could provide the security required to limit access to non-public building areas. TCard use for this access solution is being explored.

A detailed security plan will need to be developed for each room, zone or floor, and factored into the design of the building to ensure functionality, accessibility and security objectives are all met simultaneously.

Additional building lighting at the Huron and College Street entrances may be useful in providing an added sense of safety for building users.

Keying Systems

Fob access should be used instead of hard key systems wherever possible. The existing building has a relatively new fob security system on most exterior and some interior doors that could be reused and expanded.

CCTV Systems

For safety reasons, security cameras may be required in stairwells as these areas are often difficult to survey.

Computing and Communications

The Student Commons will require a variety of systems and resources to support a seamless student experience. Students extensively use wireless laptops to access a variety of web applications and resources such as email which have become essential tools of their learning experience outside the classroom.

Sufficient duplex receptacles will be required in all areas where students congregate (laptop usage) where there is temporary or fixed seating, i.e. meeting rooms, corridor areas, lounges, new cafeteria, coffee shop, student meeting and study space, etc.

A wireless network will be required in all spaces throughout the entire facility. The building currently has a wireless network infrastructure throughout most areas that could be augmented for use by the Student Commons.

Subject to the University's information technology and communications policy framework and agreements with service providers, the building will be connected to the St. George campus network backbone and the wireless network infrastructure will continue to be managed through ITS.

Sustainable Design and Energy Conservation (LEED Commercial Interiors Gold)

Treating the existing building at 230 College as a material resource to be reused is consistent with first principles of sustainability. It is expected that this project will create a high performance building that is energy efficient, offers exemplary Environmental Quality (IEQ) and minimizes its effects on the wider natural environment.

Better environmental designs can significantly reduce operating costs over the life of the building; conversely, a poor design can add considerably to not only operating costs but also can provide a less than comfortable working environment for its users.

The University's *Design Standard Part 1, Section 5 (Environmental Design Standard)* contains a draft revision (*December 14, 2011*) that recommends using CaGBC's LEED 2009 Silver certification as a minimum target for new construction and major renovations. Given the University's commitment to LEED, this project can serve as a positive example for sustainable building on campus. In particular, given the student body's interest in promoting progressive sustainability, this project should strive for LEED Commercial Interiors Gold certification.

The design team should pay particular attention to:

- minimize energy use for heating, cooling and lighting through upgrades to the building's windows and potential re-design of mechanical and electrical systems, as well as the use of low energy fixtures in combination with natural daylight and task lighting wherever possible;
- water conservation through the use of water saving fixtures and close-looped equipment cooling systems;
- provision of recycling depots for source-separation of waste throughout the building to meet the needs of the University's recycling and waste reduction programs;
- provision of appropriate food waste receptacles to contain the food service related garbage in particular given the new central cafeteria and kitchens, as well as local area kitchens in the space program
- creating a sufficiently large central area for the consolidation of and access to recycled materials and waste,
- ensuring that all kitchen facilities in the building have the proper exterior venting for heat and smoke
- determine feasibility of directing rainwater (roof) runoff from the City's storm water system and other sources of 'gray' water to flush toilets.
- consider the addition of a roof top patio at the third floor level, which could be occupied by building users with a landscape design to promote local plant species that require low maintenance;
- accommodation of smokers away from the building entrances, and air intake, to reduce potential harm from second hand smoke.
- consideration of building-integrated photovoltaic panels

The Committee recognizes that all of the above strategies may not be practical to implement. However, the design team and the building's users should make an earnest effort to ensure that the Student Commons, when viewed in its entirety, will satisfy the environmental goals set out by the University. The University's Design Standard for Sustainability can be found at:

www.fs.utoronto.ca/aboutus/design/part1.htm

e) **Site Considerations**

The 230 College Street building is located within the University of Toronto Area on the north side of College Street, at Huron street, along the southern edge of campus. (Appendix 3 Site Plan).

Given its location on College Street, its proximity to student services at 214 College Street with access to public transit on College Street and Spadina Avenue the site is well-suited to accommodate the Student Commons.

The project will be contained within its own site boundaries.

Servicing and Addition

Immediately to the east of the building is the four-storey Fields Institute, at 222 College Street, constructed in 1995. An existing shared service access lane running between these two buildings must be maintained. Site access for service vehicles will likely remain in its current location off of College Street between 230 College and the Fields Institute, with the addition of the new stair/elevator in this area providing an opportunity to integrate waste/recycling holding facilities. See Test Fit plans in the Appendices for an approximate footprint location for the stair addition.

It is recommended that the existing service lane be widened or shifted to the east by approximately 1m at the southern end. This will require remedial work to the existing Fields Institute plantings area. Please see Secondary Effects for further information.

Surrounding Area

Abutting the northern property line is an entrance to the underground parking lot of the Bahen Centre. The Bahen Centre was built in 2002, tying together the diverse existing elements within the block and creating a new urban environment encompassing 215 Huron, the Fields Institute and the Koffler Centre, with the Architecture building forming the southwest edge of this space. The Bahen parking garage ramp runs parallel to the entire north wall of 230 College, about a metre and a half away. It leads to the large underground garage and truck service bay of the Bahen Centre that is located kitty corner, north-east of the existing building. This ramp is bordered by two massive retaining walls and north of it is a service court to the existing building at 215 Huron Street which is actively used by Facilities and Services vehicles.

Immediately to the north of 230 College, sits 215 Huron, built in the 1960s and accommodating various faculties and administrative departments on 9 floors of space. This building will be considered for redevelopment in the long term.

The Centre for Addiction and Mental Health campus is located to the west of 230 College at the southwest corner of Huron and College streets.

Limiting distance parameters to the neighbouring buildings may be an issue depending on what is proposed in the renovation and addition.

As a campus gateway, the site is muted in comparison to King's College Road and St. George Street. This is in part due to the independent and self-contained Centre for Addiction and Mental Health complex on the northwest side of Huron.

The opportunity for ground-level landscaping is minimal due to the small site. However, opportunities for landscape features on the third floor patio should be capitalized. The site requires irrigation for any turf areas (irrigation currently exists on west, south and east side).

The existing building overhang at the north end of the service lane (directly below the eastern portion of the lecture theatre) is problematic as an open storage area. If the overhang is to remain, this area should be enclosed and secured. It could potentially be repurposed as a secure bike storage area.

The possibility of providing an expanded and covered outdoor bike parking area should be investigated along the Huron Street side, service lane or adjacent to the new Bike Chain location. The Huron Street building entry may be an appropriate location for a canopy to provide additional sheltered outdoor area.

There is an opportunity to improve on the building's existing pedestrian relationship to the Bahen courtyard & Koffler Centre. Currently there is a lack of pedestrian connection at grade. This junction should be examined with respect to pedestrian passage and surrounding building conditions.

Approvals

Municipal approvals (which could include Site Plan Approval) should be anticipated and accounted for when estimating the project schedule.

f) Campus Infrastructure Considerations

Changes to service infrastructure are not anticipated as occupancy type (primarily academic office and support space) will remain the same.

The project will not affect existing roadways and pedestrian pathways. It will have some impact on the shared service lane between the Architecture building and the Fields Institute, as a new exit stair and elevator addition are being considered there. However, unless alternate temporary servicing solutions are found, full access will be required and must be maintained throughout construction.

Sewer and stormwater systems will not be negatively affected by the project.

g) Project Management

The Project Management group manages and oversees all major new construction and renovation projects for buildings, support facilities, building services and campus infrastructures of the University of Toronto. Project Management will perform the following roles during the project planning stages together with providing Project Management oversight for the implementation of the Student Commons renovation:

- Review and challenge assumptions guiding the project direction in the context of lessons learned on previous similar projects or other projects within the existing building.
- Identify risk - Code issues (multi-story space), constructability issues (structure of building to be renovated), schedule and cost issues.
- Recommend pre-design investigations for services and other existing conditions including the existing indoor environment.
- Identify the contacts and requirements of the F&S contributors including outstanding Deferred Maintenance assessment and evaluation with Property Management.
- Recommend a method of construction delivery: Construction Management recommended for this project - with caveats.
- Recommend a method of consultant acquisition: Request for Proposals - including conditions: Preparation of a number of schemes for review and consensus of the student body.

h) Secondary Effects

Existing student groups and the UTSU executive moving into the Student Commons will free a total of approximately 695 nasm of space across campus for reallocation. As part of the relocation of UTSU's executive and services, the Stewart Observatory will be reallocated for other institutional purposes.

There will be no significant staging requirements as all groups moving into the Student Commons are currently accommodated in other buildings across the St. George campus.

Proposed changes to the existing service lane from College Street (between 230 College and the Fields Institute) may require the removal and relocation of existing trees and shrubs. This presents an opportunity to improve the front, westernmost corner of the Fields Institute's front planting area by replacing the existing yew shrubs, which are currently in poor health, with hardier species.

Currently there is a Daniels Faculty research project (GRIT lab) occupying the rooftop area above the fourth floor level. Research support space (rooms 502A, 502) is located indoors, adjacent to the rooftop area, and is intended to remain dedicated to this use following the opening of the Student Commons. This research project will continue during the renovation of 230 College Street and researchers will require periodic site access throughout the construction period. The project is expected to continue through to 2018.

i) Schedule

Estimated schedule is:
Governing Council

- June 2013

Design Team Selection	- July/August 2013
Construction Start	- August 2014
Occupancy	- September 2015

V. Recommendations

Be it recommended to the Academic Board:

1. THAT the Project Planning Report for the Student Commons, dated April 16, be approved in principle; and
2. THAT the project scope to accommodate the Student Commons in a renovation comprising 6,735 gross square metres and an addition of approximately 600 gross square meters be approved in principle, to be funded from the Student Commons Capital Cost Student Levy support already collected and debt to be repaid over a period of approximately 25 years with payment of required principal and interest payments to be funded from the planned student levy income, with that student levy income continuing until the debt is fully repaid.

Appendices:

1. Existing space inventory (230 College Street)
2. Existing space inventory (UTSU and related groups)
3. 230 College Street Site Plan
4. 230 College Street Existing Building Plans
5. Functional Plans
6. Room Data Sheets (available on request)
7. Total Project Cost Estimate (available on request to limited distribution)
8. Cash Flow Analysis (available on request to limited distribution)
9. Governance & Occupancy Agreement (available on request to limited distribution)
10. Hazardous Materials Summary
11. Union Green Roof Gardening Operational Policy (available on request)
12. Campus Planning Principles (available on request)
13. University of Toronto Design Standards (available on request)

Appendix 1. Existing Space Inventory (230 College Street)

Category Code	Room ID	Description	Share Type	Share Percent	Share Occupancy	Area (sqm)	Use Name	
Detail View by Category(Metric)								
04.5	A51	Office Storage				0	3.32	Office Storage
04.5	A53	Office Storage				0	25.76	Office Storage
02.3	A54	Casting Room				0	35.81	Lab Prep
04.5	A54A	Office Storage				0	37.45	Office Storage
02.3	A62	Wood/Gen Shop				0	122.64	Lab Service-Wood/General Shop
03.1	A63	Clean Lab				0	35.94	Clean Lab
02.2	A63A	Structure & Construction Lab				0	41.96	Dry Lab Test
02.3	A63B	Dust Collection Room	Time	50		0	6.12	Lab Prep
03.2	A63B	Dust Collection Room	Time	50		0	6.12	Lab Prep
03.2	A63C	CNC Workshop				0	36.12	Lab Prep
03.2	A63D	Thermal Vacuum Room				0	16.82	Lab Prep
02.3	A64A	Laser Cutter				0	19.55	Lab Equipment Room
05.3	A65	Library Storage				0	8.41	Library Storage
01.2	A66	Classroom - Flat Floor				100	210.22	Classroom - Flat Floor
04.5	A67	Office Storage				0	21.13	Office Storage
04.5	A70	Office Storage				0	19.41	Office Storage
04.5	A71	Darkroom				0	12.14	Darkroom
						658.92		
04.4	51	Supervisor's Off Multi				2	14.81	Supervisor's Office Single
04.5	52	Office Storage				0	12.57	Office Storage
14.3	59	Student Lounge/Cafe				5	36.89	Student Lounge
14.3	61	Student Lounge				10	90.68	Student Lounge
14.1	61A	Student Union Office				0	10.19	Student Enterprise Office
09.1	63	Custodial Lunch Room/Lounge				0	11.03	Custodial Lunch Room
09.1	66	Custodial Office				0	9.91	Custodial Office Single
						186.08		
03.2	101	Audiovisual Equipment Storage				0	7.8	Generator Etc
03.2	102	Photo Lab				0	37.69	Audiovisual Studio
01.1	103	Lect-Thea/Aud -Tiered Flr				170	132.32	Lecture Theatre/Auditorium-Tiered Flr
01.3	103A	Projection Room				0	3.71	Projection/Control Room
01.3	103B	Classroom Storage				0	1.66	Classroom Storage
01.2	104	Seminar Room				0	45.73	Seminar Room
04.4	105	Computer Support Office				3	20.6	Professional Office Multi
15.2	105V	Student Exhibition Area	Space	60		0	55.27	Other Exhibition Facilities
01.2	106	Classroom - Flat Floor				0	66.39	Classroom - Flat Floor
04.1	108	Faculty Office Multi	Space	100		3	35.81	Faculty Office Multi
05.1	109	Slide Library				0	17.71	Slide Library

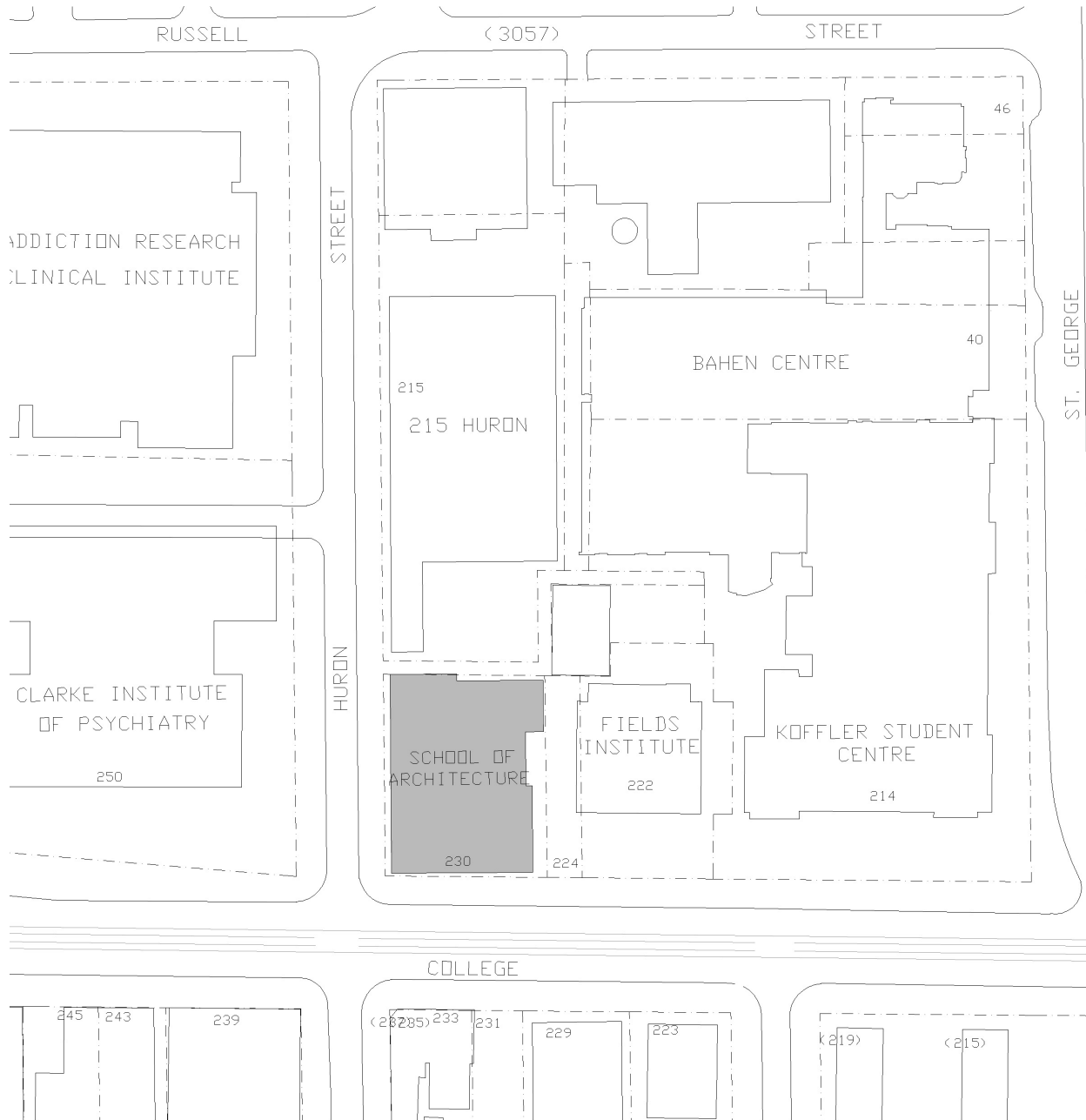
15.2	110	Exhibition Gallery			0	107.53	Other Exhibition Facilities
15.2	110V	Exhibition Lobby	Space	50	0	12.94	Exhibit Display
04.5	116	Storage Room/Meeting Room			0	14.79	Office Storage
04.1	118	Dean's Office			1	36.23	Dean's Office
04.4	119	Supp Admin Office Single	Space	40	1	13.03	Supp Admin Office Single
04.5	119	Reception/Waiting	Space	40	1	13.03	Reception/Waiting
04.5	121	Photocopy Room			0	7.84	Photocopy Room
04.5	121A	Closet			0	0.69	Coat Rack/Closet
04.5	121B	Staff Toilet Men-Women			0	2.42	Staff Toilet Men-Women
04.1	122	Faculty Office Single			1	14.06	Faculty Office Single
04.1	124	M. Arch Program Director			1	14.06	Faculty Office Single
15.2	125V	Student Exhibition Area	Space	65	0	23.75	Other Exhibition Facilities
04.4	126	Student Affairs Office			1	16.41	Supp Admin Office Single
04.5	127	Closet			0	1.84	Coat Rack/Closet
04.5	129	Student Reception			1	14.53	Reception Etc
04.4	130	Supp Admin Office Single			1	13.96	Supp Admin Office Single
04.4	131	Supp Admin Office Single			1	10.43	Supp Admin Office Single
04.1	132	M Land Arch Program Director			1	14.01	Faculty Office Single
04.4	133	Supp Admin Office Single			1	11.66	Supp Admin Office Single
04.5	134	Kitchenette			0	11.24	Kitchenette
04.5	136	Conference Room			0	28.79	Conference Room
04.1	138	M. Arch Program Director			1	14.02	Faculty Office Single
04.5	140	Mail Room			0	8.09	Mail Room
							830.04
05.1	200	Open Stacks	Space	44	0	73.79	Open Stacks
05.3	200	Reference/Short Term Loan	Space	15	0	25.16	Reference Desk
05.3	200	Library Terminals / Circ Desk	Space	16	4	26.83	Remote Terminals/Display
05.4	201	Rare Books Reading Room			10	31.13	Reading Room
05.3	203	Photocopy Room			0	5.28	Library Duplicating
05.2	204	Librarian's Office			1	19.05	Librarian's Office Single
05.3	205	Library Workroom			0	24.45	Library Workroom
05.1	206	Library Periodicals			0	12.22	Library Journals
05.4	207	General Table Seating	Space	30	16	29.96	General Table Seating
05.4	207	Reading Room	Space	45	24	44.94	Reading Room
01.2	208	Seminar Room			20	48.16	Seminar Room
04.1	209	Faculty Office Single			1	12.97	Faculty Office Single
04.1	210	Faculty Office Single			1	12.7	Faculty Office Single
04.1	211	Faculty Office Single			1	13.2	Faculty Office Single
04.1	212	Faculty Office Single			1	13.17	Faculty Office Single
04.5	212A	Storage Room			0	6.2	Office Storage
04.1	213	Faculty Office Multi			2	22.14	Faculty Office Multi
04.1	214	Faculty Office Single			1	12.34	Faculty Office Single

04.1	215	Faculty Office Single	1	12.68	Faculty Office Single
04.1	216	Faculty Office Single	1	12.87	Faculty Office Single
04.1	217	Faculty Office Single	1	12.27	Faculty Office Single
04.1	218	Faculty Office Single	1	11.83	Faculty Office Single
04.1	219	Faculty Office Single	1	12.38	Faculty Office Single
04.1	220	Faculty Office Single	1	12.94	Faculty Office Single
04.1	221	Faculty Office Single	1	14.99	Faculty Office Single
04.1	221A	Faculty Office Single	1	14.31	Faculty Office Single
04.1	221B	Faculty Office Single	1	14.32	Faculty Office Single
04.4	221C	Supp Admin Office Single	1	10.34	Supp Admin Office Single
				562.62	
02.1	300	Graduate Design Studio	0	336.11	Undergraduate Design Studio
03.1	305	Computer Lab	0	20.23	Computer Lab
03.1	306	Research Lab	0	25.88	Research Lab
03.1	307	Computer Lab	0	24.41	Computer Lab
04.1	308	Faculty Office Single	1	11.75	Faculty Office Single
04.1	310	Faculty Office Single	1	11.36	Faculty Office Single
03.1	311	Visualization Lab	0	25.11	Research Lab
04.1	312	Faculty Office Single	1	13.01	Faculty Office Single
03.2	313	Print Room	0	12.71	Computer Print Room
04.1	314	Faculty Office Single	1	12.55	Faculty Office Single
02.1	320	Graduate Design Studio	0	289.97	Undergraduate Design Studio
				783.09	
03.2	403	Spray Room	0	10.53	Lab Service
02.1	404	Graduate Design Studio	18	58.38	Undergraduate Design Studio
02.1	405	Graduate Design Studio	40	85.82	Undergraduate Design Studio
02.1	406	Graduate Design Studio	101	532.03	Undergraduate Design Studio
02.1	410	Graduate Design Studio	38	197.12	Undergraduate Design Studio
				883.88	
02.3	500A	Undergrad Lab Support	0	49.69	Lab Service
02.1	500B	Drawing Studio	28	103.96	Art Studio
02.3	500D	Undergrad Lab Support	0	13.87	Lab Service
02.3	500E	Undergrad Lab Support	0	8.17	Lab Service
04.5	502	Archives	0	7.99	Archives
04.5	502A	Archives	0	39.89	Archives
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				4,128.20	

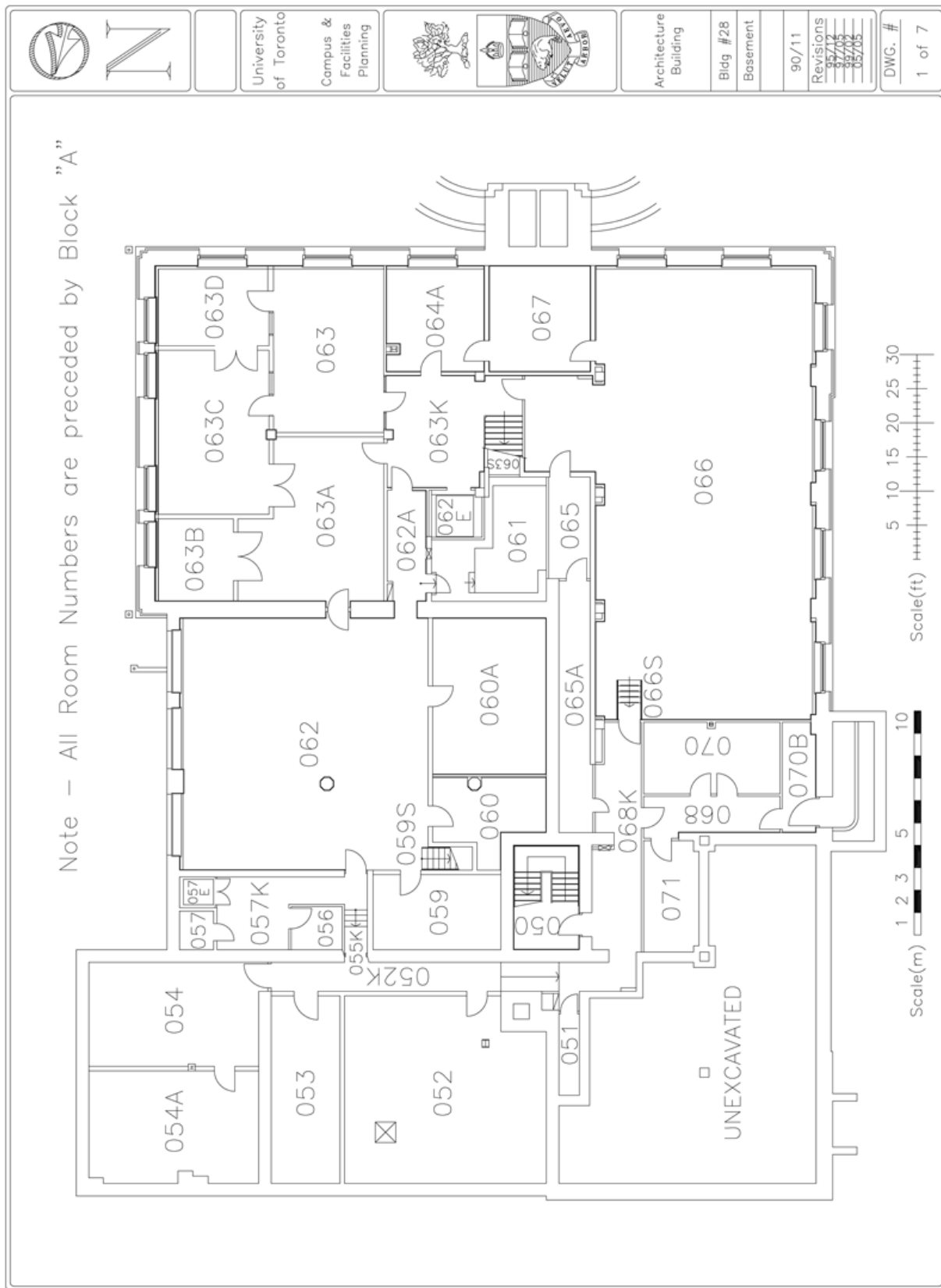
Appendix 2. Existing space inventory (UTSU and Related Groups)

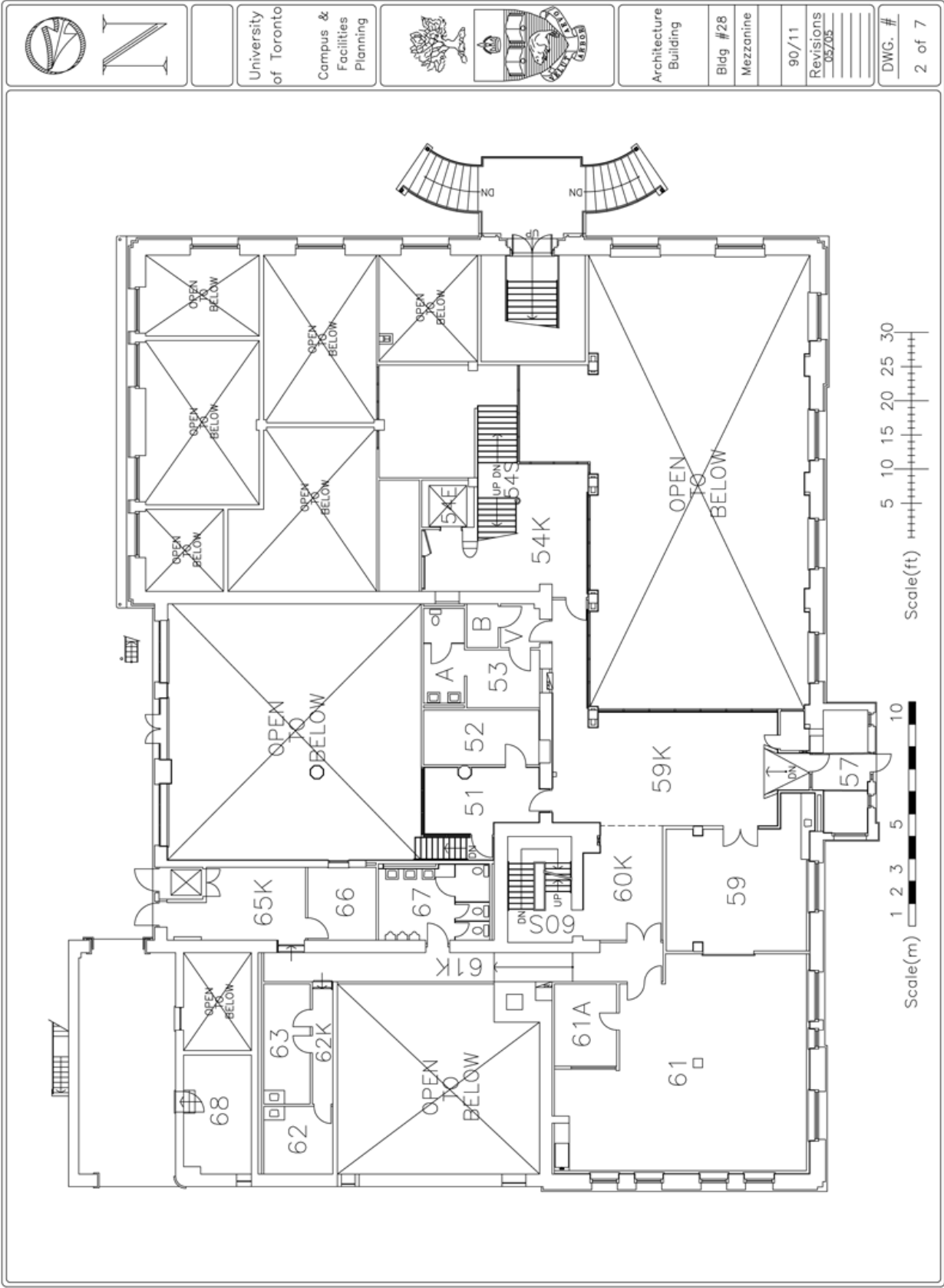
Dept	Short Name	Bldg	Short Name	Fir	ID	Room	Cate	Category	Share	Share	Share	Area (sqm)	Use Name
Women's Centre	Borden North	1	100	14.1	Std Off/Supp	Women's Centre	None	100	0	14.29	Student Enterprise Office		
Women's Centre	Borden North	1	104A	14.1	Std Off/Supp	Women's Centre	None	100	0	12.46	Student Enterprise Office		
Women's Centre	Borden North	1	105	14.1	Std Off/Supp	Women's Centre	None	100	3	41.18	Student Enterprise Office		
Women's Centre	Borden North	1	105B	14.1	Std Off/Supp	Women's Centre	None	100	1	22.28	Student Enterprise Office		
Women's Centre	Borden North	1	105C	14.1	Std Off/Supp	Women's Centre	None	100	1	15.46	Student Enterprise Office		
										105.67			
The Newspaper	McCaul-254/6	1	106	14.1	Std Off/Supp	Independent Weekly	None	100	0	75.88	Student Enterprise Office		
										75.88			
UTSU	Stewart Obsv	B01	1	14.1	Std Off/Supp	Systems Admin Office	None	100	1	8.84	Student Enterprise Room		
UTSU	Stewart Obsv	B01	10	14.1	Std Off/Supp	VP Student Life Office	None	100	1	13.64	Student Enterprise Room		
UTSU	Stewart Obsv	B01	11	14.1	Std Off/Supp	VP External Office	None	100	1	12.82	Student Enterprise Room		
UTSU	Stewart Obsv	B01	2	14.1	Std Off/Supp	CRO / Archivist Work	None	100	3	39.2	Student Enterprise Room		
UTSU	Stewart Obsv	B01	2A	14.1	Std Off/Supp	Storage	None	100	0	2.33	Student Enterprise Room		
UTSU	Stewart Obsv	B01	3	14.1	Std Off/Supp	SAC Archives	None	100	1	12.45	Student Enterprise Room		
UTSU	Stewart Obsv	B01	7	14.1	Std Off/Supp	Storage	None	100	0	2.79	Student Enterprise Room		
UTSU	Stewart Obsv	B01	8	14.1	Std Off/Supp	Shared Office	None	100	2	16.72	Student Enterprise Room		
UTSU	Stewart Obsv	1	101	14.1	Std Off/Supp	Meeting Room	None	100	5	17.63	Student Lounge		
UTSU	Stewart Obsv	1	102	14.1	Std Off/Supp	Storage	None	100	0	11.67	Storage		
UTSU	Stewart Obsv	1	105	14.1	Std Off/Supp	Reception/Waiting	None	100	3	40.71	Reception/Waiting		
UTSU	Stewart Obsv	1	106	14.1	Std Off/Supp	Health Plan Admin Of	None	100	1	14.4	Student Enterprise Room		
UTSU	Stewart Obsv	1	107	14.1	Std Off/Supp	President's Office	None	100	1	15.17	Student Enterprise Room		
UTSU	Stewart Obsv	1	108	14.1	Std Off/Supp	Business Manager's	None	100	2	20.52	Student Enterprise Room		
UTSU	Stewart Obsv	1	110	14.1	Std Off/Supp	Dirtr Student Serv/VF	None	100	2	24.01	Student Enterprise Office		
UTSU	Stewart Obsv	1	111	14.1	Std Off/Supp	VP Equity Office	None	100	1	14.62	Student Enterprise Room		
UTSU	Stewart Obsv	2	201	14.1	Std Off/Supp	VP UA Office	None	100	3	16.29	Student Enterprise Room		
UTSU	Stewart Obsv	3	301	14.1	Std Off/Supp	Meeting Room	None	100	0	19.73	Student Lounge		
										303.54			
Sex Ed Centre	Sussex Court	6	612	14.1	Std Off/Supp	Sexual Education Cer	None	100	0	19.03	Student Enterprise Office		
Sex Ed Centre	Sussex Court	6	612B	14.1	Std Off/Supp	Kitchenette	None	100	0	7.49	Kitchenette		
Sex Ed Centre	Sussex Court	6	612C	14.1	Std Off/Supp	Sexual Education Cer	None	100	0	19.69	Student Enterprise Office		
Sex Ed Centre	Sussex Court	6	612D	14.1	Std Off/Supp	Closet	None	100	0	0.5	Closet		
										46.71			
SFBA	Huron-215	9	922	14.1	Std Off/Supp	Study Room	None	100	0	12.84	Study Room		
SFBA	Huron-215	9	923	14.1	Std Off/Supp	Student Enterprise Of	None	100	0	12.83	Student Enterprise Office		
SFBA	Huron-215	9	924	14.1	Std Off/Supp	Student Enterprise Of	None	100	0	20.48	Student Enterprise Office		
SFBA	Huron-215	9	924A	14.1	Std Off/Supp	Storage	None	100	0	1.99	Office Storage		
										48.14			
LGBTOUT	Sir Daniel	1	133	17.2	Res Service	Student Enterprise Of	None	100	0	10.12			
										10.12			
OPIRG	Borden North	1	101	14.1	Std Off/Supp	Student Enterprise Of	None	100	2	17.04	OPIRG Office		
OPIRG	Borden North	1	101A	14.1	Std Off/Supp	Closet	None	100	0	0.92	Coat Rack/Closet		
										17.96			
UTERN (Faculty)	Earth Sci	2	2016A	04.3	Grad Stndt Off	Graduate Office Multi	None	100	3	12.40	Graduate Office Multi		
										12.40			
Bikechain	Borden North	1	109	14.1	Std Off/Supp	Student Enterprise Of	None	100	0	81.54	Bikechain (Maintenance Shop)		
Bikechain	Borden North	1	109A	14.1	Std Off/Supp	Student Enterprise Of	None	100	0	29.25	Bikechain (Maintenance Shop)		
										110.79			
Foodbank	Koffler House	1	115	01.3	Classrm Servi	Coat Room	None	100	0	6.39	Foodbank (supplies storage)		
Clothingbank	Koffler House	2	215K	16.3	Non-Assignat	Corridor	Space	50	0	6.28	Clothingbank (storage)		
										12.67			
Total										743.88			

Appendix 3. 230 College Street Site Plan

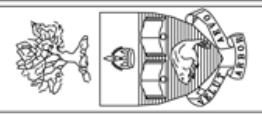


Appendix 4. 230 College Street Existing Building Plans





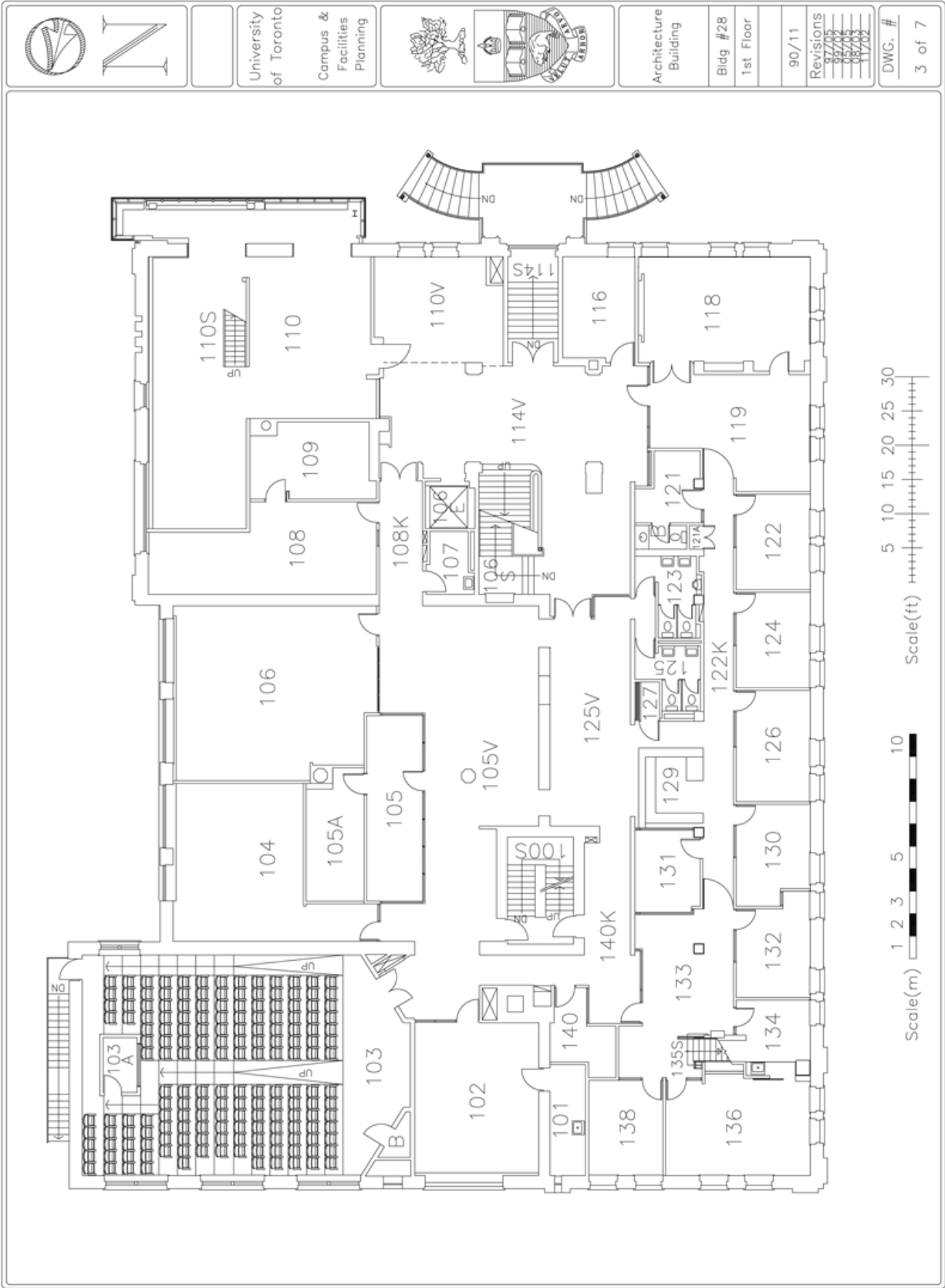
University of Toronto
Campus & Facilities Planning

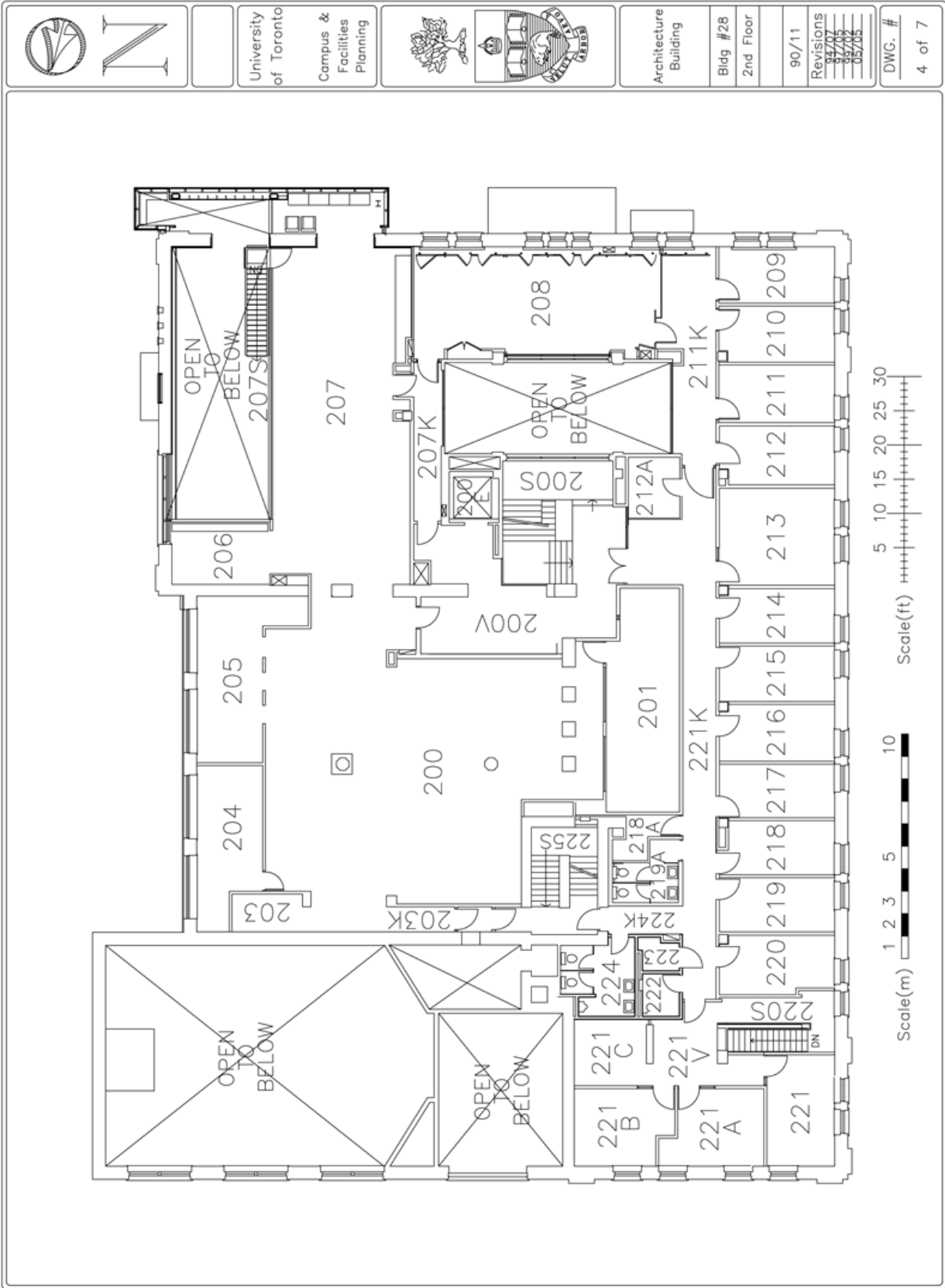


Architecture Building
Bldg #28
Mezzanine

90/11
Revisions
05/2005

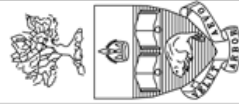
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2 of 7







University of Toronto
Campus & Facilities Planning

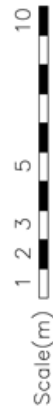
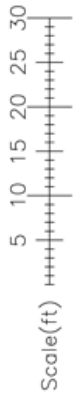
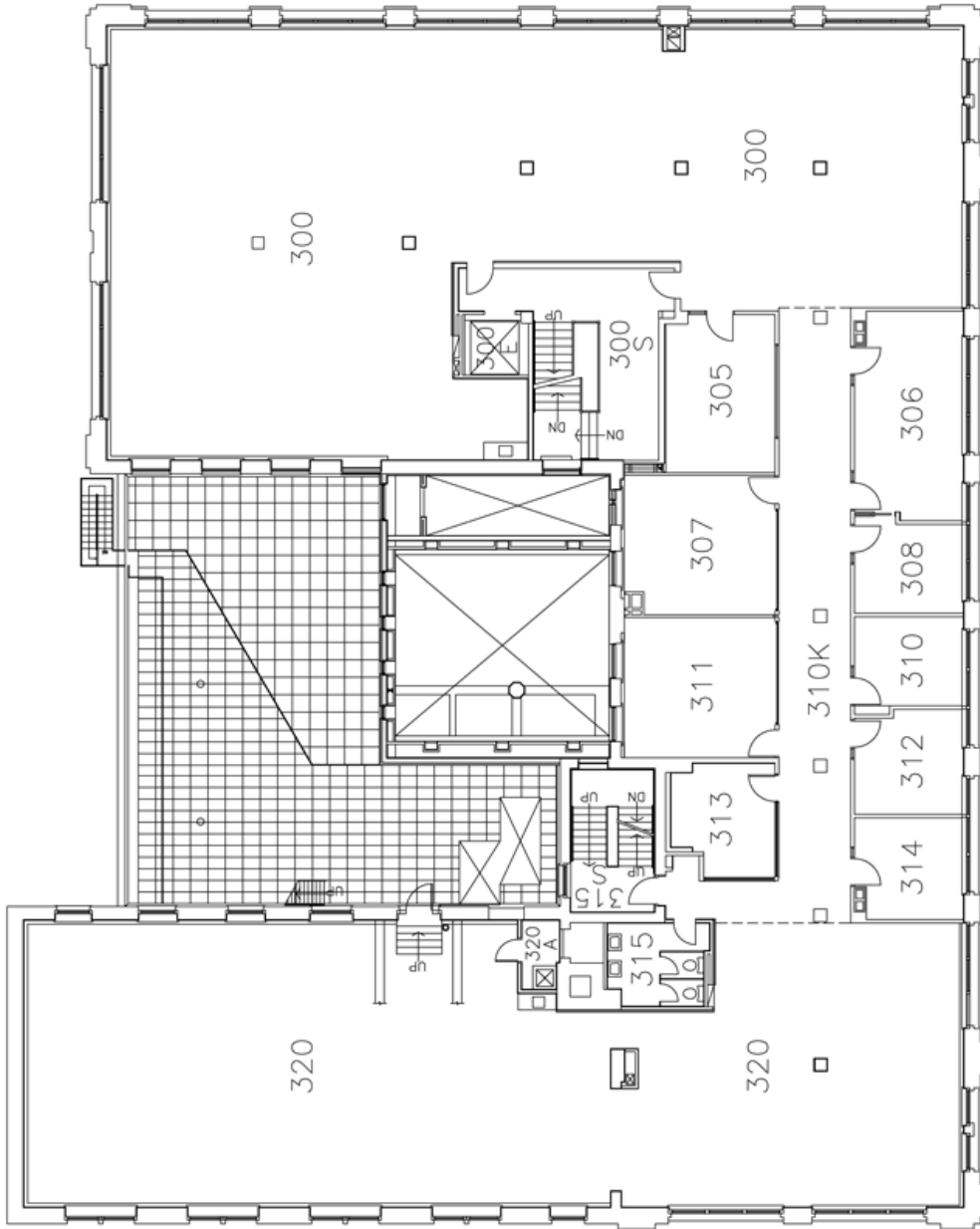


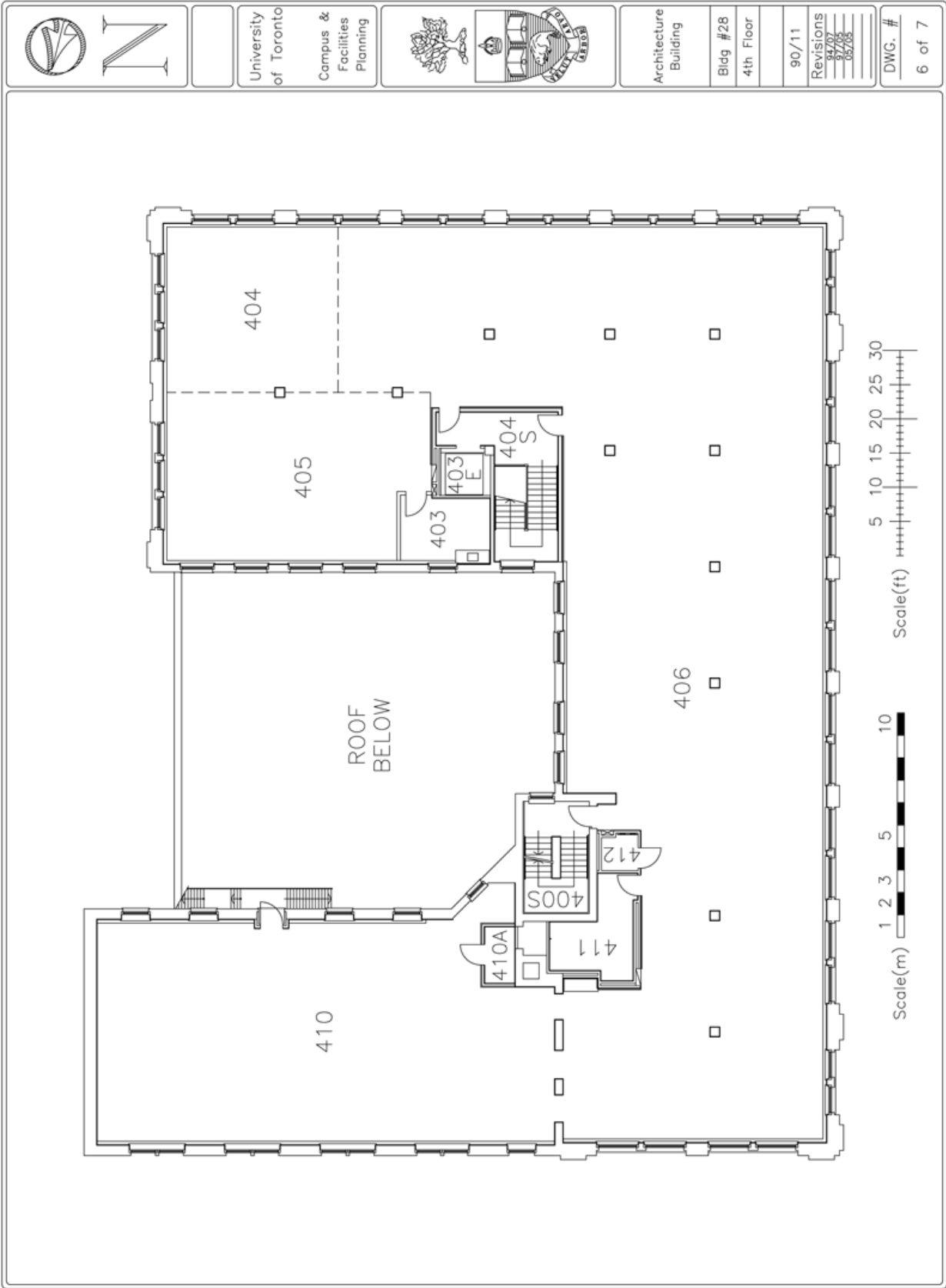
Architecture Building

Bldg #28
3rd Floor

90/11
Revisions
05/05

DWG. #
5 of 7



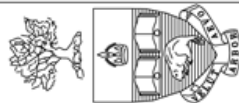




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University
of Toronto

Campus &
Facilities
Planning



Architecture
Building

Bldg #28

5th Floor

90/11

Revisions

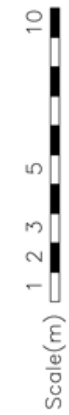
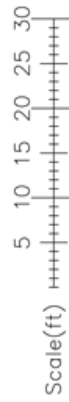
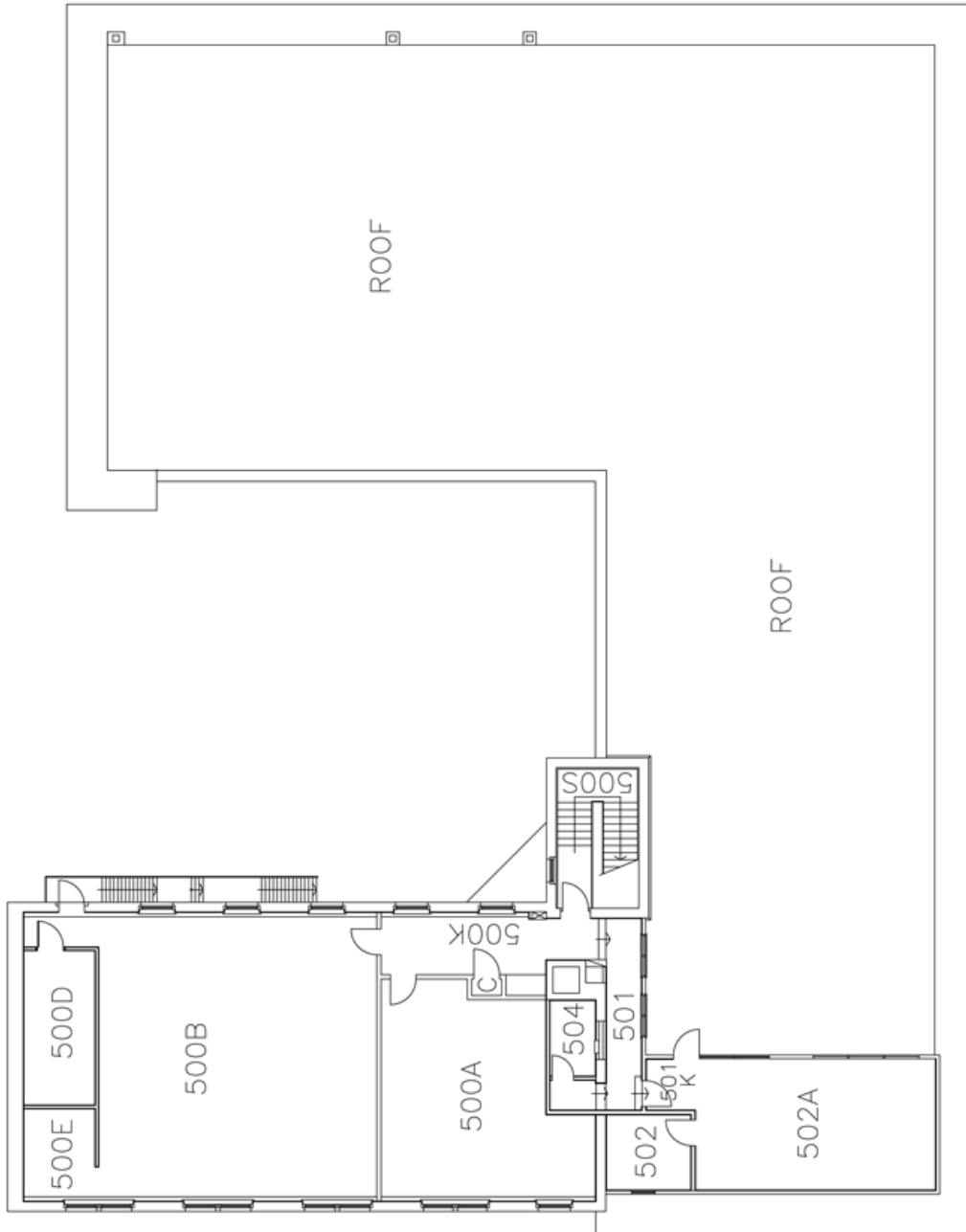
94/07

99/04

05/05

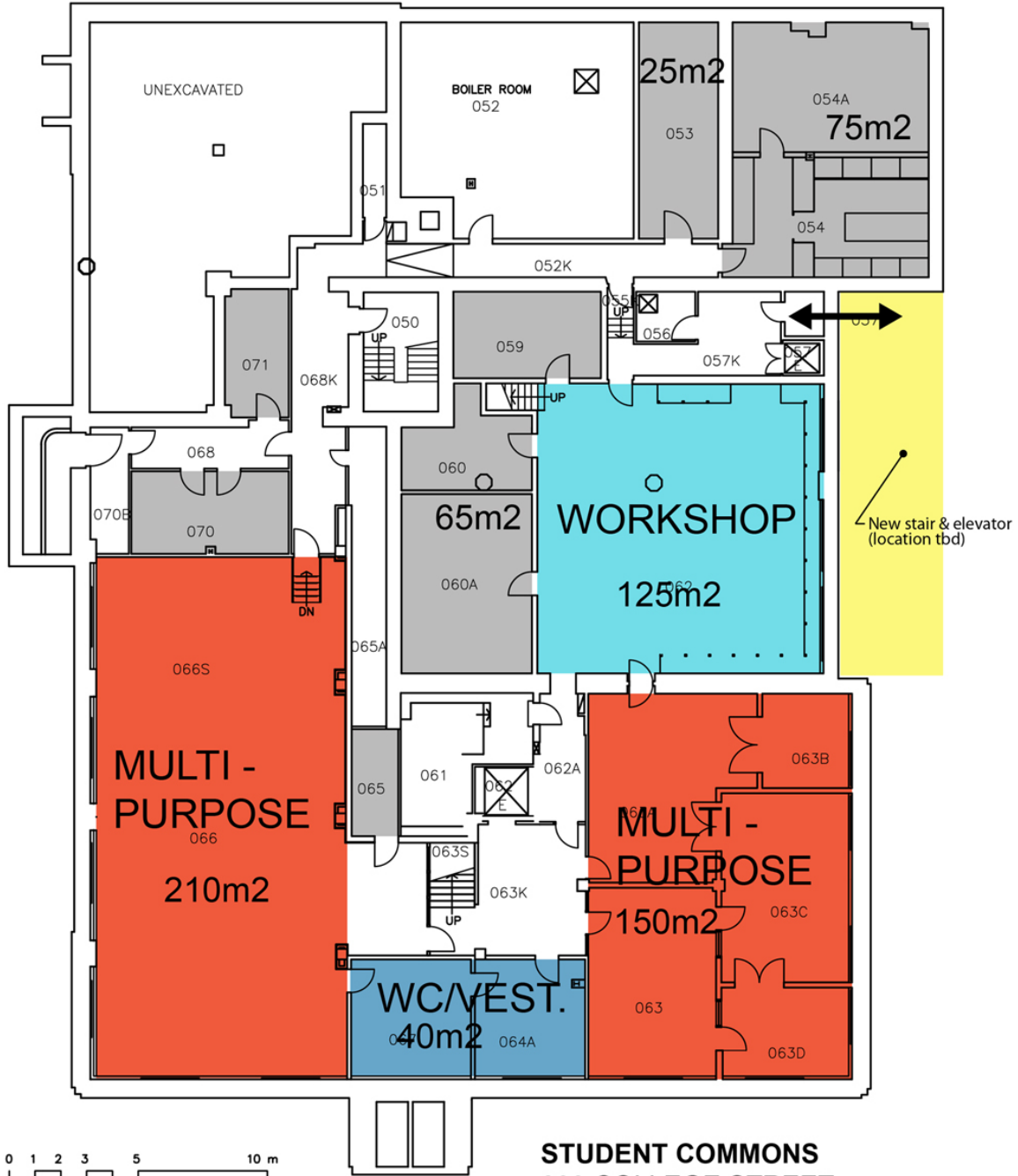
DWG. #

7 of 7



Appendix 5. Functional Plans (Test Fit)

 STORAGE Total = 195m ²	 CLUBS / OTHER Total = 125m ²	 MULTI-PURPOSE Total = 360m ²	 STAIRS / ELEVATOR	 WC/VEST 40m ²
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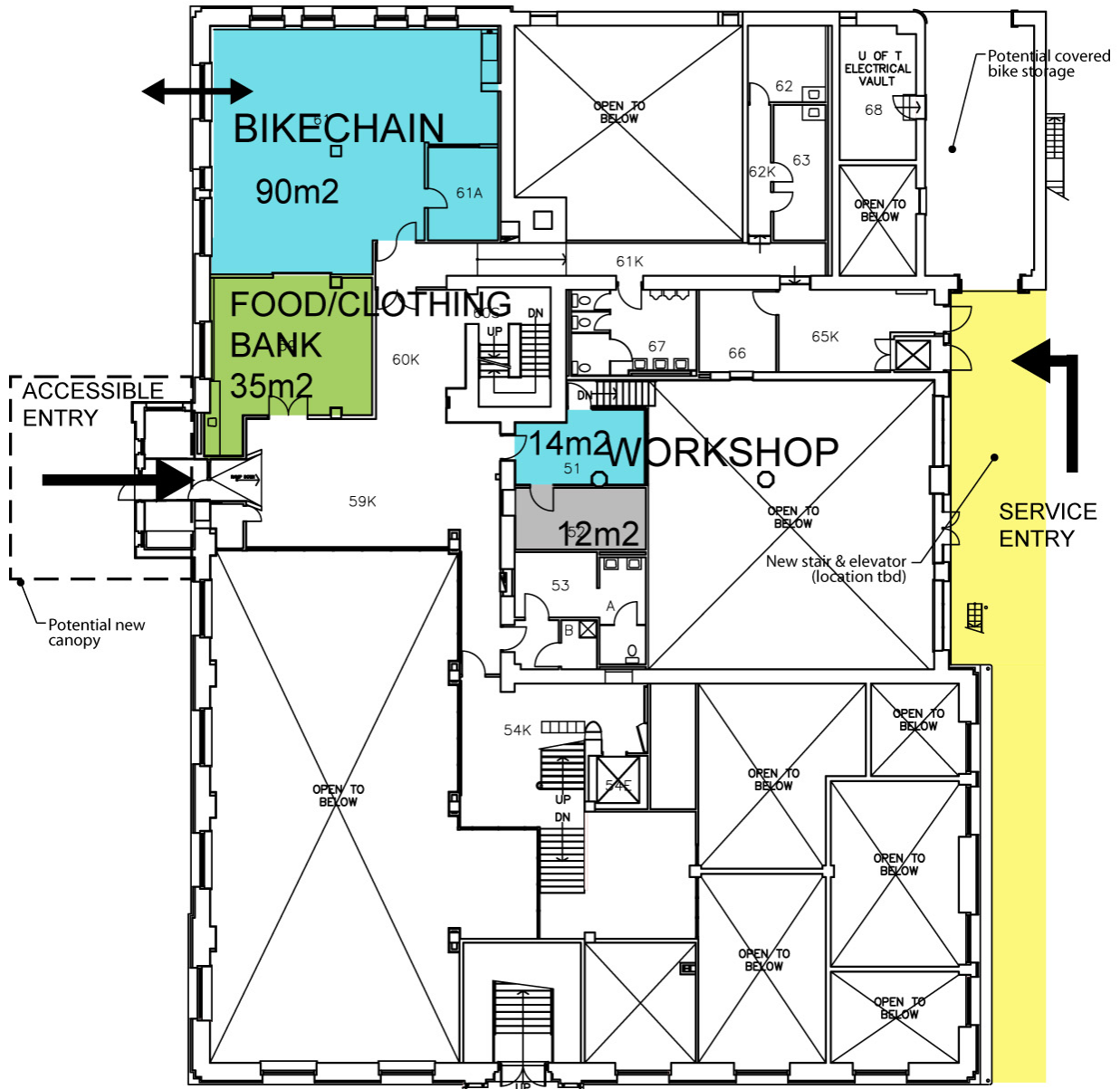


NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

STUDENT COMMONS
230 COLLEGE STREET
DRAFT FIT PLAN Option E
BASEMENT
 APRIL, 2013



STORAGE Total = 12m²
 CLUBS / OTHER Total = 104m²
 STUDENT SERVICES Total = 35m²
 STAIRS/ ELEVATOR

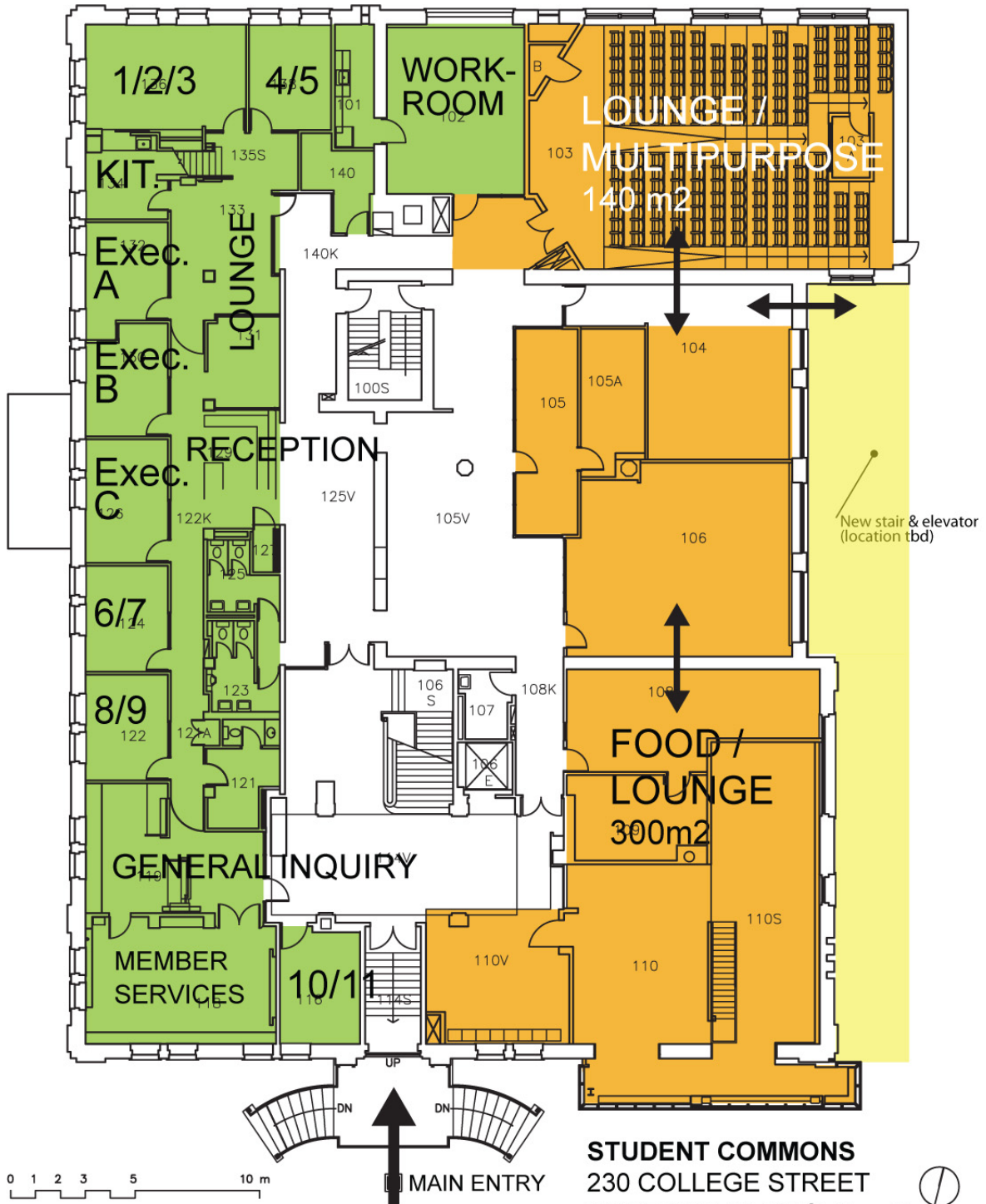


NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

STUDENT COMMONS
 230 COLLEGE STREET
 DRAFT FIT PLAN Option D
LOWER MEZZANINE
 MAY 22, 2012

UTSU / STUDENT SERVICES
Total = 275m²

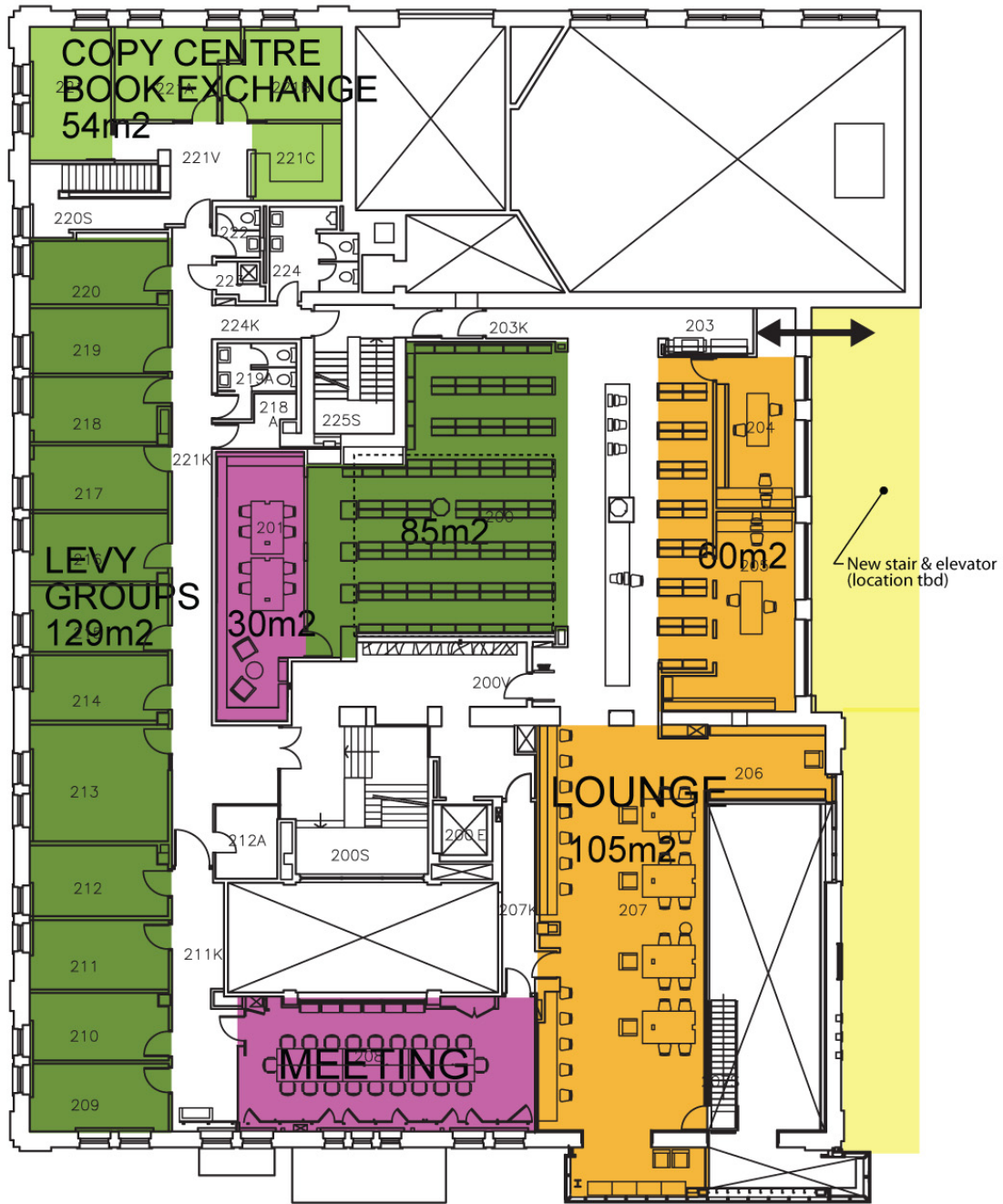
LOUNGE
Total = 440m²



NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

STUDENT COMMONS
230 COLLEGE STREET
DRAFT FIT PLAN Option D
MAIN FLOOR
MAY 22, 2012

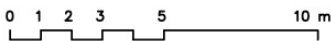
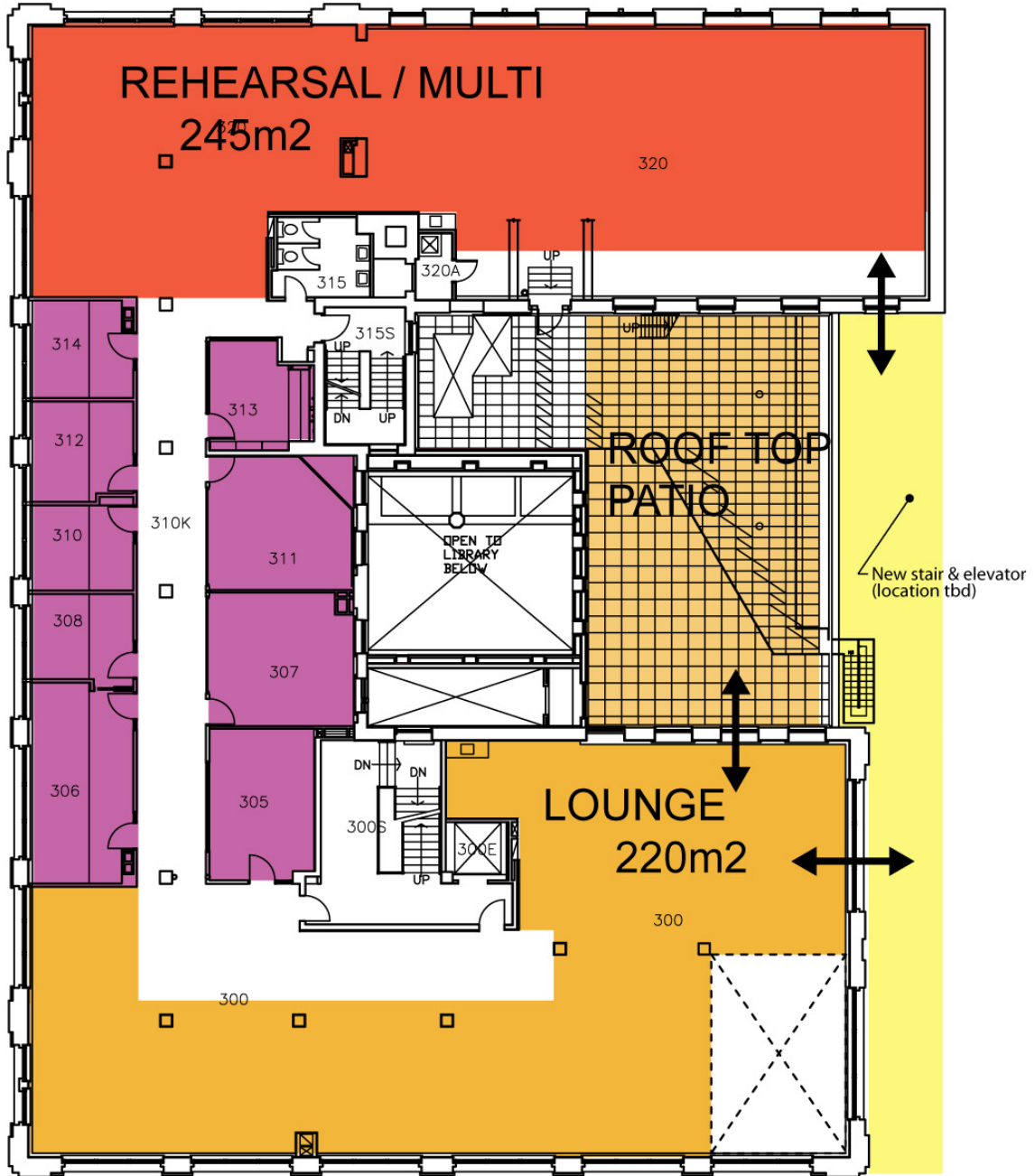
- MEETING
Total = 44m²
- LOUNGE
Total = 105m²
- LEVY GROUPS
Total = 240m²
- STAIRS / ELEVATOR
- STDNT. SERVICES
Total = 92m²



NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

STUDENT COMMONS
230 COLLEGE STREET
DRAFT FIT PLAN Option D
SECOND FLOOR
MAY 22, 2012

MEETING
 Total = 160m²
 REHEARSAL
 Total = 250m²
 LOUNGE
 Total = 220m²
 STAIRS /
 ELEVATOR



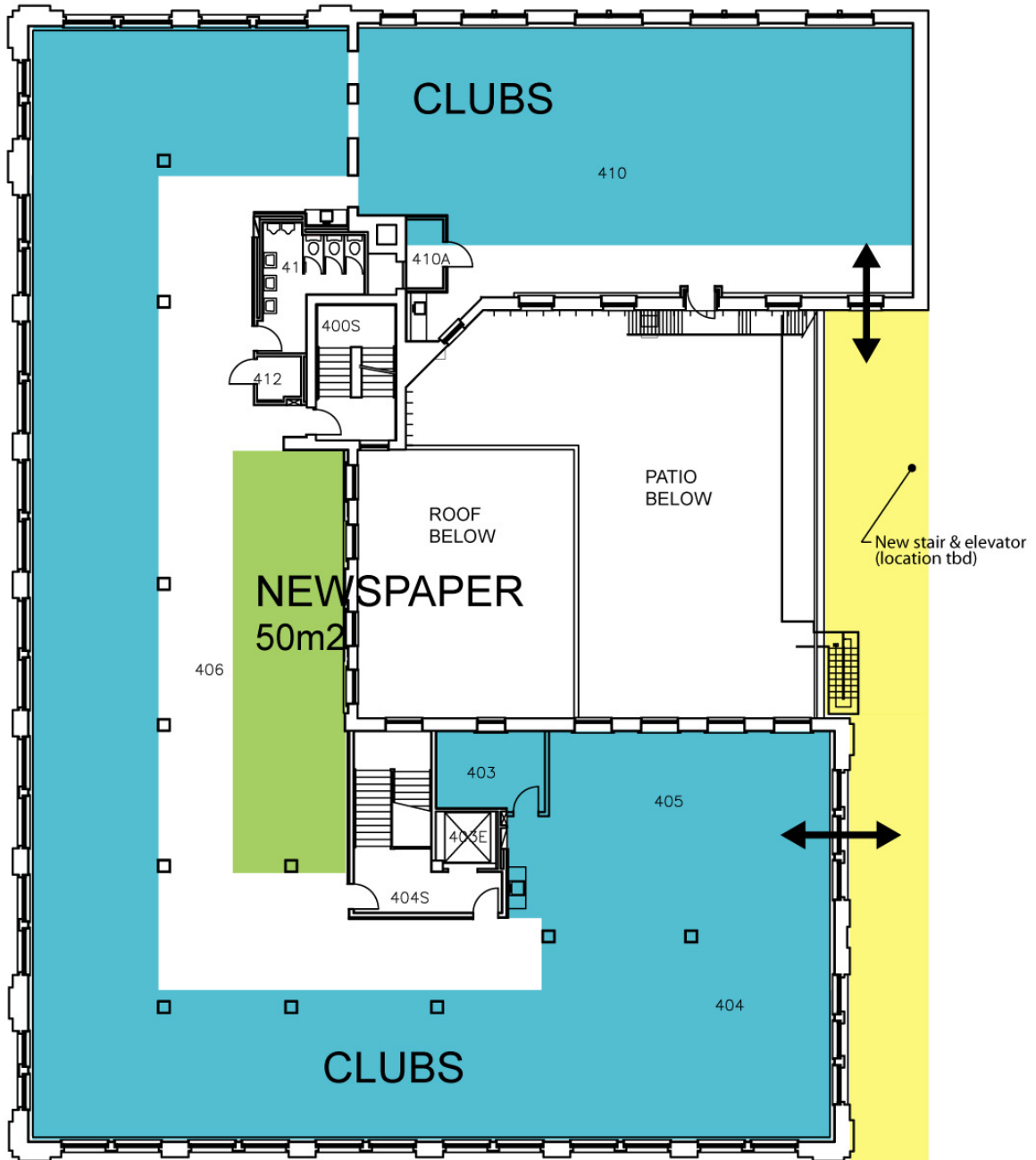
NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

STUDENT COMMONS
 230 COLLEGE STREET
 DRAFT FIT PLAN **Option D**
THIRD FLOOR
 MAY 22, 2012

CLUBS
Total = 520m²

STUDENT SERVICES / OTHER
Total = 50m²

STAIRS /
ELEVATOR



0 1 2 3 5 10 m

NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

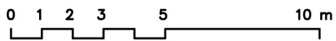
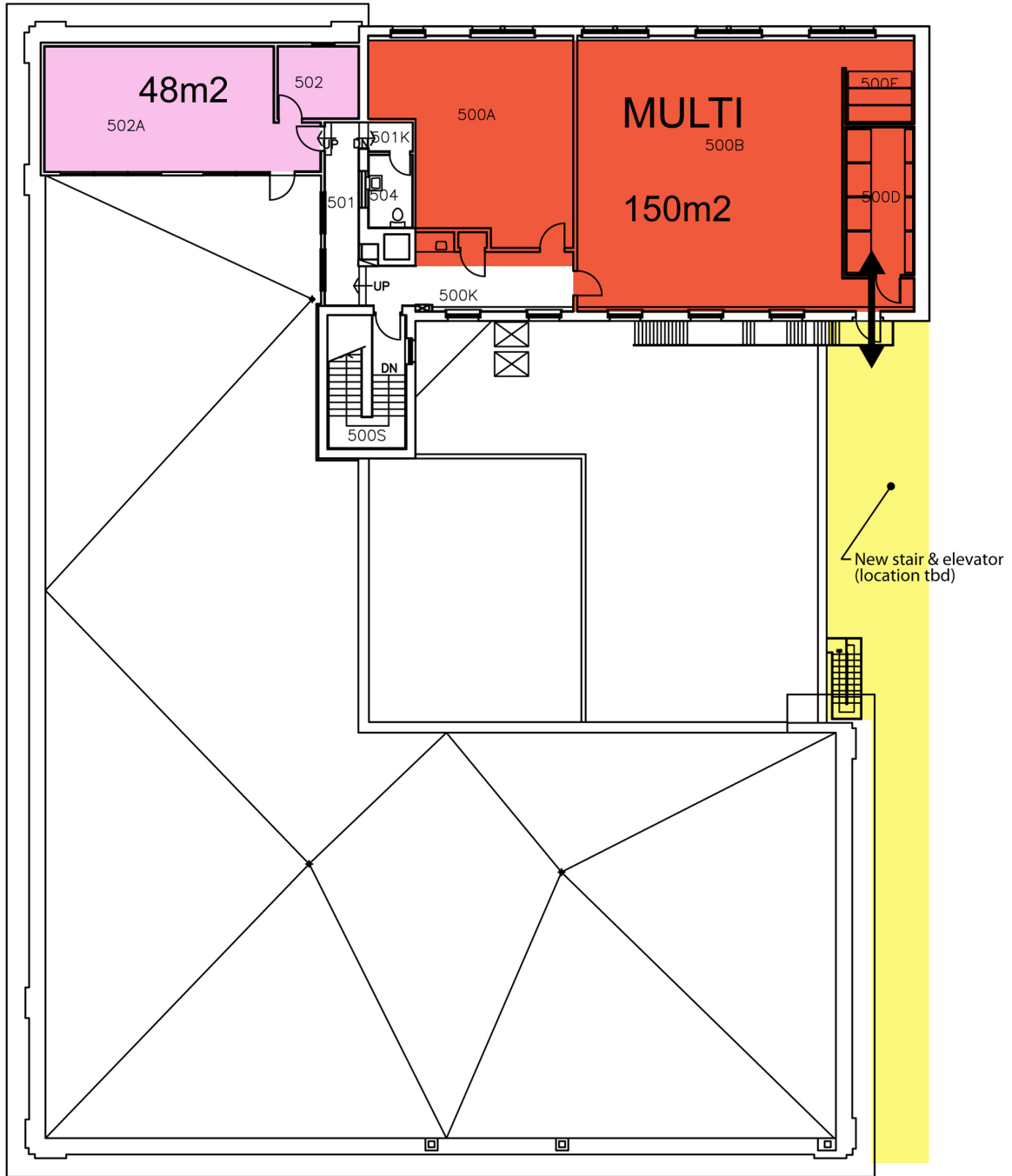
STUDENT COMMONS
230 COLLEGE STREET
DRAFT FIT PLAN **Option D**
FOURTH FLOOR
MAY 22, 2012



DANIELS (GRIT)
Total = 48m²

MULTI / EVENT
Total = 150m²

STAIRS /
ELEVATOR



NOTE: These drawings do not serve as direct reference for demolition or renovation work. Floorplans reflect existing conditions with new program areas overlaid in colour for general reference only.

STUDENT COMMONS
230 COLLEGE STREET
DRAFT FIT PLAN **Option D**
FIFTH FLOOR
FEBRUARY 25, 2013



Appendix 10. Overview of Asbestos Containing Materials

SUMMARY OF ASBESTOS-CONTAINING MATERIALS - ARCHITECTURAL BUILDING - BUILDING # 028

BUILDING MATERIAL									
Level	Texture Coat	Drywall Joint Compound	Thermal Mechanical Insulation	Vinyl Floor Tile/Sheeting	Ceiling Tile	Transite	Plaster	Fireproofing	
5	Not Present	N for Minor Jobs S for Major Jobs	C*	N	N	Not Present	N for Minor Jobs S for Major Jobs	C* (only at perimeter between exterior wall & plaster wall) N	
4	Not Present	N for Minor Jobs S for Major Jobs	N	S* N	N	Not Present	N for Minor Jobs S for Major Jobs	N N	
3	Not Present	N for Minor Jobs S for Major Jobs	N	N	N	Not Present	N for Minor Jobs S for Major Jobs	N	
2	Not Present	N for Minor Jobs S for Major Jobs	N	S* N	N	Not Present	N for Minor Jobs S for Major Jobs	N	
1	Not Present	N for Minor Jobs S for Major Jobs	N	N	N	Not Present	N for Minor Jobs S for Major Jobs	N	
Mez	Not Present	N for Minor Jobs S for Major Jobs	C**	S* N	N	Not Present	N for Minor Jobs S for Major Jobs	S* (on hidden beams) N	
B	Not Present	N for Minor Jobs S for Major Jobs	C**	N	Not Present	Not Present	N for Minor Jobs S for Major Jobs	N	
C - Confirmed Asbestos-containing S - Suspected to Contain Asbestos N - Non-Asbestos									
* Minor Quantity ** Major Quantity									
<i>This summary provides an elementary information of presence/absence of asbestos-containing materials within the building. Prior to planning any renovation or demolition project a pre-construction survey should be carried out.</i>									

STUDENT COMMONS AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2013 is between:

STUDENTS' ADMINISTRATIVE COUNCIL OF THE UNIVERSITY OF TORONTO, a corporation created pursuant to the *Canada Corporations Act*, as agent for the full time undergraduate students of the St. George Campus of the University of Toronto, as recognized by the Governing Council of the University of Toronto pursuant to the powers granted to it in the *University of Toronto Act (Ontario)*

(“SAC”)

- and -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, a corporation created pursuant to the *University of Toronto Act (Ontario)*

(the “University”)

BACKGROUND

- A. A large node of student-run common space dedicated to providing students at the St. George Campus with various services and amenities has been regarded by SAC for many years as an important and highly desirable facility for the campus and its community.
- B. In 2006-2008, student proponents of such a facility, with the support of the University, developed, planned and implemented an initiative to realise the long-standing student objective of establishing a student commons within the St. George Campus.
- C. The initiatives to establish a student commons have enjoyed the endorsement and priority support of the University.
- D. SAC and the University negotiated the terms of the LOI (as defined below), a copy of which was not signed based on the University's assurance that it would act in accordance with it.
- E. Based on the University's assurance that it would act in accordance with the LOI, SAC held a referendum on October 31, November 1 and 2, 2007 (the “**Referendum**”) in which SAC's St. George membership of full-time undergraduate students voted to support a student commons (the “**Student Commons**”) and to contribute to the costs thereof through a special levy (the “**Student Commons Levy**”) on student fees.
- F. The Parties initially considered locating the Student Commons at Site 12 (defined below) as set out in the Project Planning Report. A Student Commons provisionally located at Site

12 was also approved in the Referendum. After a series of internal and external stakeholder consultations, the Parties agreed to change the location of the Student Commons to 230 College St. The Parties agreed, furthermore, that the Referendum Question (as defined below) does not prohibit the proposed change in the location of the Student Commons from Site 12 to 230 College St.

- G. The purpose of this Agreement is to enable the occupancy, management and operation of the Student Commons by SAC with a view to serving the cultural, educational, recreational, social and organizational interests of the student body of the campus on a non-profit basis.

AGREEMENTS

This Agreement and the Student Commons project are subject to the approval of the University and come into effect as of the date of this approval.

For good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions.** In this Agreement, the following terms have the following meanings:

- (a) “**Building**” means the building located at 230 College Street in Toronto, Ontario, formerly the home of the Faculty of Architecture, with an approximate size in its current configuration of 6735 GSM;
- (b) “**Building Code**” means the Ontario *Building Code Act, 1992*, including all of its regulations and/or any successor legislation;
- (c) “**Business Board**” means the Business Board of the University;
- (d) “**Business Day**” means a day which is not a Saturday nor defined as a “holiday” under the *Legislation Act, 2006* (Ontario), as amended or replaced from time to time;
- (e) “**Capital Cost Levy**” means that portion of the Student Commons Levy intended to fund the capital cost associated with the Renovations;
- (f) “**Capital Cost Levy Escalator**” has the meaning given to it in Section 7.6(i);
- (g) “**Chair**” has the meaning given to it in Section 9.3(c);
- (h) “**Claims**” means liabilities, debts, actions, causes of action, suits, damages, costs, expenses or other claims;
- (i) “**Dispute**” means a difference of interpretation of this Agreement between the Parties, such disagreement being of a nature that it is not resolvable within a

reasonable time, and serves to impact on the implementation or execution of any part of this Agreement;

- (j) “**Effective Date**” means the date the Agreement is approved by the University;
- (k) “**Emergency**” means any situation, event, occurrence, multiple occurrences or circumstances that:
 - (i) constitutes or is likely to constitute a hazard to or pose a threat to the health and safety of any persons in any part of or the whole of the Building;
 - (ii) causes or is likely to cause material damage to the Building; or
 - (iii) may, if unremedied, result in material liability either to the University or to SAC;
- (l) “**Excess Surplus**” means any amount on hand in excess of the amounts set aside to fund the reserves to the target levels identified in the long-range budget plan;
- (m) “**Facility Manager**” has the meaning given to it in Section 4.7;
- (n) “**Final Renewal Term**” has the meaning given to it in Section 3.3(a);
- (o) “**First Renewal Term**” has the meaning given to it in Section 3.3(a);
- (p) “**Force Majeure Event**” means any act of God, civil commotion, strike, work stoppage, failure of any service or utility whether or not under a Party’s control, or by reason of any statute, law or regulation preventing, delaying or restricting such fulfilment, or the inability to obtain any permission from any government or other body having jurisdiction, or any other cause of any kind beyond the Party’s reasonable ability to control, except inability to obtain finances;
- (q) “**GSM**” means gross square metres;
- (r) “**License**” has the meaning given to it in Section 5.4(a);
- (s) “**License Commencement Date**” means the date on which the contract(s) for the Renovations have been “substantially performed” (as that concept is used in the *Construction Lien Act* (Ontario)) and the University turns over possession of the Building to SAC;
- (t) “**License Fee**” has the meaning given to it in Section 7.3;
- (u) “**LOI**” means the non-binding letter of intent between SAC and the University dated October 14, 2007, a copy of which is attached hereto as Schedule “A”;
- (v) “**Management Committee**” has the meaning given to it in Section 4.6;
- (w) “**Members**” has the meaning given to it in Section 4.6(b);

- (x) “**Notice of Dispute**” has the meaning given to it in Section 9.3(a);
- (y) “**Operating Costs**” has the meaning given to it in Section 6.1(a);
- (z) “**Operating Cost Levy**” means that portion of the Student Commons Levy intended to fund the costs associated with operating and maintaining the Student Commons;
- (aa) “**Operating Cost Levy Escalator**” has the meaning given to it in Section 7.7(d);
- (bb) “**Panel**” has the meaning given to it in Section 9.3(c);
- (cc) “**Parties**” means the parties to this Agreement, namely the University and SAC, as agent for the full-time undergraduate students of the St. George Campus of the University of Toronto as recognized by the University pursuant to the powers granted to it in the *University of Toronto Act* (Ontario), and “**Party**” means either one of them;
- (dd) “**Project Planning Report**” means the final Project Planning Report approved by the University, a copy of which is attached hereto as Schedule “B”;
- (ee) “**Reasonably Comparable Premises**” means premises other than the Building that have, at a minimum and without limitation, the following features at the time that the University exercises its right to relocate the Student Commons in accordance with Section 3.3 of this Agreement:
 - (i) a size that consists of at least the same GSMs as the Building;
 - (ii) the ability to accommodate a variety of uses similar to those set out in Section 2.3(a) and the Room Data Sheets (attached hereto as Schedule “C”);
 - (iii) reasonable access to public transit and a central location on or near the St. George Campus that provides good opportunities for use by St. George students;
 - (iv) a LEED rating (or comparable, if a different standard has been adopted) that is, at a minimum, comparable to the LEED rating (or comparable, if a different standard has been adopted) of the Building at the time that the University exercises its entitlement to move the Student Commons; and
 - (v) meets or exceeds the accessibility standards that the Building has achieved, and complies with the Building Code, the *Accessibility for Ontarians with Disabilities Act, 2005*, or any other like statutes then in force.
- (ff) “**Referendum**” has the meaning given to it in Recital E;
- (gg) “**Referendum Question**” means the referendum question approved by the Students in the Referendum, a copy of which is attached hereto as Schedule “D”;

- (hh) “**Renewal Terms**” means, collectively, the First Renewal Term, the Second Renewal Term and the Final Renewal Term;
- (ii) “**Renovations**” means the:
 - (i) works required to bring the Building up to the standards set out in the Building Code;
 - (ii) other works required to upgrade the Building to meet the needs described in the Project Planning Report;
- (jj) “**Reserve Fund**” has the meaning given to it in Section 7.7(c);
- (kk) “**SAC**” means Students’ Administrative Council of the University of Toronto;
- (ll) “**SAC Board**” means the Board of Directors of SAC;
- (mm) “**SAC License**” has the meaning given to it in Section 3.5(b)(iv);
- (nn) “**Second Renewal Term**” has the meaning given to it in Section 3.3(a);
- (oo) “**St. George Student Commons Capital Project Account**” has the meaning given to it in Section 7.6(a);
- (pp) “**Student Commons**” has the meaning given to it in Recital E, the goals and purposes of which are contemplated in Article 2 of this Agreement and as more generally described and contemplated throughout this Agreement;
- (qq) “**Student Commons Levy**” has the meaning given to it in Recital E as adjusted in accordance with this Agreement for inflation and other permitted increases;
- (rr) “**Students**” means all full-time undergraduate students, as defined by the division of registration, registered in a faculty on the St. George Campus in a program leading to a degree, diploma or certificate of the University and affiliated with the St. George Campus;
- (ss) “**Term**” has the meaning given to it in Section 3.1 and, for greater certainty, includes where the context requires any Renewal Term;
- (tt) “**University**” means The Governing Council of the University of Toronto; and
- (uu) “**University Policies and Procedures**” means all of the formally-adopted and published policies and procedures of the University (including those approved and issued at the level of the Provost’s office) that are, at any given time, then in force, including as current examples (but not limited to) the *Memorandum of Agreement Between the University of Toronto, the Students’ Administrative Council, The Graduate Students’ Union and the Association of Part-time*

Undergraduate Students for a Long Term Protocol on the Increase or Introduction of Compulsory Non-tuition Related Fees (1996).

1.2 **Schedules.** The following Schedules are attached to and incorporated into this Agreement:

Schedule A	-	LOI
Schedule B	-	Project Planning Report
Schedule C	-	Room Data Sheets
Schedule D	-	Referendum Question
Schedule E	-	License Terms
Schedule F		Green Roof Garden Operational Policy

ARTICLE 2 - GOALS AND NATURE OF THE STUDENT COMMONS

2.1 **Recitals.** The recitals to this Agreement are accurate and incorporated into the body of this Agreement.

2.2 **General Goals of the Student Commons.** The Parties acknowledge the need for a student commons for the benefit of the University community at the St. George Campus of the University, and the significant financial contribution which the Students and the University have made to the Building and to the Student Commons. The Student Commons is intended to fulfil this need and to complement the activities of the University by, without limitation:

- (a) assisting in making the Students' experience at the University worthwhile and enjoyable from a social and personal perspective;
- (b) fostering social and cultural interaction by creating an environment and opportunities for groups of people with varied backgrounds and viewpoints to gather;
- (c) affording an opportunity for students to meet and interact in a relaxed setting; and
- (d) acting as a Student-operated community facility that is convenient, accessible and functional.

2.3 **Nature of the Building.**

- (a) The Building shall be a multi-purpose and flexible facility incorporating space for SAC, student clubs and associations, SAC levy-receiving groups, large event and social space, various student services and food outlets as well as a variety of accessible meeting rooms.

(b) SAC and the University shall be equal participants with respect to the carrying out of the Renovations. For greater certainty, SAC shall have direct and regular consultation with the Building's architect and other parties carrying out the Renovations during all material times that the Renovations are being carried out in accordance with the Project Planning Report with full and regular input from SAC to discuss all aspects of the Renovations. The University and SAC shall approve the final drawings, and the University shall allocate financial and capital planning expertise during the Renovations.

2.4 **Current Building volume.** The Building as currently configured is 6735 GSM.

2.5 **SAC Primary Steward.** Commencing on the License Commencement Date, SAC shall be the primary steward with respect to space in the Building.

2.6 **Future expansion.** Provided that the fundamental purpose of the Student Commons is not altered, either SAC or the University may at some subsequent date propose a physical expansion of the Student Commons. The approval of both Parties is required for such expansion.

ARTICLE 3 - TERM AND TERMINATION

3.1 **Term.** The term of this Agreement is twenty-five (25) years (the "**Term**") commencing on the Effective Date.

3.2 **Termination of Certain Rights During Term.** The termination of SAC's entitlement to manage and operate the Student Commons during the Term or a Renewal Term pursuant to Section 3.5 shall not terminate the right of the Students to occupy and use the Building which shall continue in accordance with the grant of License in Section 5.4 of this Agreement in accordance with the license terms appended as Schedule "E".

3.3 **Renewal Terms.**

(a) This Agreement shall be automatically renewed for a period of ten years upon the expiry of the Term (called the "**First Renewal Term**") unless either Party notifies the other Party in writing, at least three years prior to the expiry of the Term, of an intention not to renew automatically. Upon the expiry of the First Renewal Term, this Agreement shall be automatically renewed for a period of ten years (called the "**Second Renewal Term**") unless either Party notifies the other Party in writing, at least three years prior to the expiry of the First Renewal Term, of an intention not to renew automatically. Upon the expiry of the Second Renewal Term, this Agreement shall be automatically renewed for a period of 5 years (called the "**Final Renewal Term**") unless either Party notifies the other Party in writing, at least three years prior to the expiry of the Second Renewal Term, of an intention not to renew automatically. The Agreement automatically terminates upon the expiry of the Final Renewal Term unless, pursuant to Section 3.3(d) below, the Parties otherwise expressly agree to extend the arrangements set out in this Agreement beyond the Final Renewal Term. Without limiting the circumstances in which a Party may elect not to have the Agreement renew

automatically, the Parties acknowledge that such circumstances may include a requirement by the University to relocate the Student Commons (in which case the University shall provide Reasonably Comparable Premises) or a desire by SAC to change the terms under which the Student Commons are managed and operated. For greater certainty, if the University exercises its right to relocate the Student Commons to other Reasonably Comparable Premises, the University shall be solely responsible for paying all of the costs associated with such relocation, including but not limited to any renovations required to ensure that the new premises are in compliance with all applicable laws and regulations including municipal zoning and Building Code requirements.

- (b) If either Party gives notice to the other Party of its intention to not have the Agreement renew automatically in accordance with Section 3.3(a), the parties, negotiating in good faith, shall endeavour to agree upon a new Agreement to govern the occupancy, management and operation of the Student Commons before the expiration of the Term or any Renewal Term, as the case may be.
- (c) If the Parties cannot reach a new agreement, the terms under which the Building, or alternate premises if the University has elected to relocate the Student Commons in accordance with Section 3.3(a), is occupied and used by the Students shall be substantially similar to those of this Agreement, modified as appropriate in the circumstances. Such occupancy and use arrangements shall be in force for an additional twenty-five (25) years (if only the Term has expired) or such lesser time in the case of a First or Second Renewal Term, to bring the arrangements to an end 50 years after the commencement of the Term, unless the parties expressly agree to extend the arrangements set out in this Agreement beyond 50 years pursuant to Section 3.3(d) below.
- (d) Beginning three (3) years prior to the expiry of the Final Renewal Term the Parties hereby agree to meet from time to time to discuss the need for student common space (which may be student run) and to consider options for such space to replace the Building as soon as practicable following the expiry of the Final Renewal Term.

3.4 **Periodic Reviews.** One year after the License Commencement Date and every second year thereafter, the Parties shall, if requested by one of them, review this Agreement and consider whether any modifications are required based on the experience gained through the operation of the Student Commons to that point.

3.5 **Effect of Material Breach or Insolvency.**

- (a) Upon the occurrence of either of the events set out in subsections (i) and (ii) below:
 - (i) SAC ceases operation, in the ordinary course; makes an assignment for the benefit of creditors; becomes bankrupt under applicable legislation; is the subject of the appointment of a receiver or manager in respect of any

substantial part of its assets and undertaking that is not removed or for which no stay is entered within sixty (60) days thereafter; takes proceedings for winding up, liquidation, or dissolution of its assets, or for the compromise or composition of debt pursuant to the *Companies' Creditors Arrangement Act* (Canada), as amended, or similar legislation; or if a writ of execution shall issue against the assets, or part thereof, owned by SAC that remains unsatisfied for sixty (60) days; or

- (ii) SAC ceases to be the representative of full-time undergraduate students at the St. George Campus as determined by SAC's members and as recognized by the University in accordance with formal University Policy and Procedures,

the following shall occur:

- (iii) SAC's entitlement to manage and operate the Student Commons shall terminate;
 - (iv) SAC shall, within one hundred and eighty (180) days, vacate the Building;
 - (v) the University will temporarily assume the management and operation of the Student Commons for the benefit of the Students consistent with the goals as set out in Section 2.2 and the principles set out in Section 2.3, and with a view to providing continuity of facilities and services at the Student Commons to the Students; and
 - (vi) The University shall promptly consult with the St. George Campus undergraduate student body regarding new arrangements for management of the Student Commons on behalf of the Students guided by the goals for the Student Commons as set out in Section 2.2 of this Agreement.
- (b) If SAC is in breach of any of its material obligations in this Agreement and such breach is not cured within ninety (90) days following written notice of such breach, or a shorter period if the breach gives rise to an Emergency, such shorter period to be determined on a case-by-case basis taking into account the nature of the relevant Emergency, the following shall occur:
- (i) SAC's entitlement to manage and operate the Student Commons shall terminate.
 - (ii) SAC shall, within one hundred and eighty (180) days, vacate those premises which it occupies in the Building for the purposes related to its management and operation of the Student Commons.
 - (iii) The University and SAC will enter into a license agreement in respect of office space occupied by SAC not related to the management and operation of the Student Commons, which, for clarity, shall extend for the duration of the Term and any renewal terms, as applicable (the "**SAC License**"). In the

event that the right to manage and operate the Student Commons is subsequently granted to a third party, the University undertakes to have said third party assume the obligations of the University under the SAC License.

- (iv) The University will temporarily assume the management and operation of the Student Commons for the benefit of the Students consistent with the goals as set out in Section 2.2 and the principles set out in Section 2.3, and with a view to providing continuity of facilities and services at the Student Commons to the Students, to the extent reasonably possible.
- (v) As soon as reasonably practicable, the Parties shall enter into negotiations to negotiate a new management structure and agreement relating to the management of the Student Commons guided by the goals for the Student Commons as set out in Section 2. of this Agreement.

3.6 **Clarification.** For greater certainty, the Parties agree that the License granted to the Students in this Agreement to occupy and use the Building shall continue on the license terms attached as Schedule “E” throughout the Term and the Renewal Terms notwithstanding the termination of SAC’s entitlement to manage and operate the Student Commons pursuant to Section 3.5.

3.7 **Surrender on Termination.** SAC will, upon the expiration or lawful termination of this Agreement, peaceably surrender and yield up to the University SAC’s offices and any other space relating to management in the Building directly controlled by SAC in as good a state of repair and condition, as was the case at the beginning of the Term, reasonable wear and tear excepted.

3.8 **University to Act in Good Faith.** In exercising its termination rights under this Article, the University shall act in good faith, and without limiting the foregoing, in a manner that takes into account the goals of the Student Commons described in Section 2.2.

ARTICLE 4- AUTHORITY AND RECOGNITION

4.1 **Representatives.**

- (a) The President of the University or designate as notified to SAC in writing from time to time, is the primary representative of (and is authorized to act on behalf of) the University for all purposes of this Agreement subject to the authority of the University.
- (b) The SAC President, or such office’s successor, replacement or designate as notified to the University in writing from time to time, is the primary representative acting on behalf of SAC, subject to the authority of the SAC Board and the provisions of SAC’s by-laws.

4.2 **Agent of Full-Time Students.** The University pursuant to its statutory authority recognizes SAC as the sole agent representing the Students (being the primary donors

supporting the Student Commons) in respect of this Agreement and the Student Commons at the time of the signing of this Agreement.

4.3 **Enforceability.** Notwithstanding that SAC is described herein and is entering into this Agreement as agent for the Students, all obligations of SAC in this Agreement shall be enforceable against SAC in its personal capacity and all rights and benefits granted to SAC in this Agreement, including without limitation the rights with respect to the SAC License, shall be enforceable by SAC in its personal capacity. Nothing herein alters the obligation of all Students to support the Student Commons through the Capital Cost Levy and the Operating Cost Levy, in accordance with the Referendum.

4.4 **Sole Control and Discretion.** From the License Commencement Date and for the duration of the Term, SAC shall have, subject to the terms of this Agreement, sole control and discretion with respect to the management and operation of the Student Commons. For greater certainty and without limiting the generality of the foregoing, subject to the terms and conditions of this Agreement, the University shall not interfere with the day-to-day operation of the Student Commons and SAC will use its best efforts to manage and control the Student Commons in an efficient manner. In this context, SAC shall manage and operate the Student Commons in accordance with:

- (a) all applicable laws, regulations and municipal by-laws;
- (b) University collective agreements and other general contractual commitments, of which SAC is made aware by the University; and
- (c) unless otherwise set out in this Agreement, University policies of general application,

provided that the University shall not enter into agreements or contracts or implement policy after the date hereof that materially limits SAC's right to control the management and operation of the Student Commons.

4.5 **Notice to the University.** The University shall be notified immediately by SAC of all evictions, lawsuits, or charges laid under municipal, provincial or federal statutes and regulatory complaints made under municipal, provincial or federal statutes and/ or personal injury accidents related to the Student Commons, about which SAC has received notice. For clarity, SAC's obligations in respect of this Section 4.5 shall commence on the License Commencement Date.

4.6 **Management Committee.**

- (a) On or before the License Commencement Date, a management committee (the "**Management Committee**") shall be formed by SAC, which committee shall generally supervise and direct the development and operations of the Student Commons in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, with respect to the Student Commons, the Management Committee shall:

- (i) negotiate and implement the terms of contracts between SAC and sub-licensees and any other third party;
 - (ii) consider and approve policy matters;
 - (iii) review staffing and provide direction and advice to the Facility Manager on staffing related issues;
 - (iv) make recommendations on budgets to the SAC Board and subsequently monitor financial statements with respect to the Student Commons with regular reporting to the SAC Board;
 - (v) generally protect assets in the Building and take measures to reduce liability risks, including making provisions for capital renewal pursuant to Section 7.7(c);
 - (vi) allocate space within the Building, in accordance with this Agreement, and administer license agreements between sub-licensees and SAC;
 - (vii) set and enforce standards concerning the use of the common facilities of the Student Commons;
 - (viii) take all reasonable measures to ensure that the Student Commons is operated in an environmentally responsible manner that furthers the sustainability and environmental goals of SAC;
 - (ix) implement the operating principles of the Student Commons developed by the SAC Board;
 - (x) take all reasonable measures to maintain true and accurate books and records of the business and transactions of the Student Commons; and
 - (xi) advise the Facility Manager on human resource matters such as: selecting, employing, terminating, supervising, directing, training and assigning duties to all employees engaged in the operation of the Student Commons.
- (b) The Management Committee shall consist of fourteen (14) members (“**Members**”), thirteen (13) of whom shall be voting members, comprised of:
- (i) seven (7) persons named by SAC;
 - (ii) three (3) persons named by campus clubs through the SAC clubs committee;
 - (iii) three (3) persons named by SAC designated levy groups through the SAC organisational development and services committee; and

- (iv) the Facility Manager, who shall:
 - A. be an ex-officio and non-voting Member;
 - B. act as the chair of the Management Committee;
 - C. be entitled to all of the rights and privileges as a Member, including but not limited to speaking rights, but excluding the right to move, second or vote on any motion of the Management Committee; and
 - D. for greater certainty, be bound by the same restrictions and responsibilities as the Members and, accordingly, shall be a fiduciary of the Management Committee.
- (c) A quorum for a meeting of the Management Committee shall be a majority of the Members, represented in person or by proxy.
- (d) All decisions of the Management Committee shall be decided by a majority of the votes cast at such meeting.
- (e) Each body entitled to appoint Members to the Management Committee:
 - (i) shall ensure it maintains representatives on the Management Committee in accordance with the number of seats specified herein;
 - (ii) shall provide for an annual appointment process resulting in representatives being designated on or prior to May 31 in each year;
 - (iii) shall, in the event of a vacancy in one or several of the Member positions to which is entitled to appoint a nominee, take such steps as are necessary to designate a new Member or new Members, as the case may be, within fifteen (15) Business Days of such vacancy; and
 - (iv) may from time to time replace its nominee Member or Members.

4.7 **Facility Manager.** On or before the License Commencement Date, the SAC Board shall hire a facility manager (the “**Facility Manager**”) of the Student Commons who shall be responsible for those day-to-day operations of the Student Commons delegated to her/him by the Management Committee. The Facility Manager shall also be responsible for implementing policies passed by the Management Committee and for implementing the hiring, supervising and disciplining staff, including dismissal and termination, except decisions on the general structure of the senior staff positions, which must be approved by the Management Committee.

4.8 **Application of University Laws and Policies.** Subject to Sections 4.9, 4.10 and 7.8, all applicable laws, regulations and by-laws and all University published policies, procedures and legal obligations must be complied with in the conduct of the activities taking place within the Student Commons including with respect to sub-licenses. These include but are

not limited to University Policies and Procedures and legal obligations of the University relating to:

- (a) use of the University's names, name abbreviations, logos, crests, trade-marks, official marks, trade names, and other intellectual property;
- (b) alcohol consumption, sale and service;
- (c) sale and use of tobacco products;
- (d) copyright;
- (e) licenses of general application relating to intellectual property;
- (f) health and safety;
- (g) food service regulations;
- (h) posted fire legal room capacities;
- (i) advertising, publicity and signage;
- (j) non-affinity exclusivity agreements in place at the time of signing;
- (k) fundraising, sponsorship, and affinity exclusivity agreements;
- (l) union and other labour agreements;
- (m) human rights;
- (n) academic freedom; and
- (o) environmental protection.

4.9 **Qualifications.**

- (a) Notwithstanding subsections 4.8(j) and (k), above, the University:
 - (i) confirms that there are no fundraising or sponsorship agreements nor non-affinity exclusivity agreements that would restrict the operation of the Student Commons;
 - (ii) agrees that, throughout the Term, SAC may continue to offer insurance to its members and to student clubs at its discretion despite any conflict or perceived conflict with the obligations of the University pursuant to affinity agreements between the University and its insurance providers, including but not limited to TD Meloche-Monnex and Manulife or any subsequent provider during the Term;
 - (iii) confirms that the exclusive affinity agreement in place between the University and Zoom Media does not require SAC to retain Zoom Media if it wishes to advertise in any area of the Student Commons; and
 - (iv) shall not enter into agreements or contracts, including any sponsorship agreements or non-affinity exclusivity agreements, or implement policy after the date hereof that are contrary to this Agreement.
- (b) SAC's obligations in respect of Section 4.8, above, shall commence on the License Commencement Date.

4.10 **No Exclusivity Agreements.** No exclusivity agreements with respect to the supply of goods or products, including, without limitation, with respect to the supply of food, that either:

- (a) the University has not disclosed to SAC at the time that this Agreement has been entered into; or
- (b) have been entered into by the University after the date of this Agreement,

will be imposed on or apply to the Student Commons unless SAC provides its prior written consent. This does not apply to utilities, or affinity exclusivity agreements other than those described in Section 4.9(a)(ii) and (iii). Notwithstanding the foregoing, the University shall not enter into agreements or contracts or implement policy after the date hereof that materially limits SAC's right to control the management and operation of the Student Commons.

ARTICLE 5 - OWNERSHIP, LICENSE AND ACCESS

5.1 **Obligation to Provide the Building.** The University shall provide the Building, which will contain the Student Commons.

5.2 **Title to Real Property.** Legal and beneficial title to the Building and the real property on which it is located rests with the University.

5.3 **Title to Personal Property, Furnishing and Equipment.** As between the Parties, legal and beneficial title to the personal property in the Student Commons, including without limitation furnishings and equipment, will rest with SAC.

5.4 **License.**

- (a) The University agrees and acknowledges that the Student Commons shall be set aside for the exclusive use of the Students, and the University hereby grants to the Students, represented in this Agreement by SAC as their agent, the exclusive, irrevocable, non-assignable license to occupy and use the Building, from the License Commencement Date to the expiry of the Term and Renewal Terms, as applicable, for the purposes herein set out (the "**License**"). In the event that SAC's entitlement to manage and operate the Student Commons in accordance with this Agreement is terminated, such termination shall in no way impair or affect the rights of the Students pursuant to the License, which shall continue on the terms set out in Schedule "E". For clarity, in addition to the terms of the License the Parties agree that access to the roof by SAC shall be subject to the "Green Roof Garden Operational Policy", attached as Schedule "F" hereto. Such access may commence only at the conclusion (including any funded extensions) of the Green Roof experiment currently being conducted there by the Faculty of Architecture, Landscape, and Design, and not earlier than January 1, 2018. For further clarity, rooms 502 and 502A, which are required for ongoing use of the Daniels Faculty of Architecture, are also excluded from the License.

- (b) This Agreement and the aforesaid grant of license do not create the relationship of landlord and tenant or principal and agent or joint or co-venturers between the Parties. For greater certainty, and subject to subsection (a) above, SAC's occupancy of the Building is undertaken as a licensee of the University. Therefore, any rights and privileges which are available to a tenant or subtenant, whether expressly under the *Commercial Tenancies Act* (Ontario) or otherwise, are expressly waived by SAC. Nothing contained in this Agreement or in any acts of the Parties hereto shall be construed to create any relationship between the parties other than that of licensor and licensee. Neither Party shall exercise supervision over the other Party's mode and manner of performance and neither Party's employees or agents shall be deemed to be employees or agents of the other Party. SAC shall be solely responsible for the wages, benefits, taxes, and any other similar obligation, in connection with its employees, agents and servants.

5.5 Sub-Licenses.

- (a) SAC shall be entitled to grant sub-licenses of portions of the Building in accordance with the terms of this Agreement to any party (including, for greater certainty, retailers) with the consent of the University, which may not be unreasonably withheld or delayed, as long as such parties are conducting business or activities that are compatible with the goals of the Student Commons and of the University. For clarity, if SAC's entitlement to manage and operate the Student Commons terminates, the University shall be deemed to have granted its consent to the SAC License. Sub-licensees of SAC, such as University departments, will be subject to a license agreement, containing various terms including those enumerated in Section 5.5(b) as well as applicable monthly rent, to be negotiated on an individual basis between the Management Committee and the individual sub-licensee.
- (b) All sub-license agreements negotiated by the Management Committee with third parties shall contain the following provisions:
 - (i) all third-party commercial operations shall pay market rent or better which should cover the pro rata portion of the Operating Costs and capital expenditures related to those commercial operations;
 - (ii) all third-party commercial operations shall be responsible for any and all taxes and other associated levies or fees assessed against the Student Commons, the Building or SAC due to such third-party's occupation;
 - (iii) sub-licensees shall either clean within their respective facilities or arrange through the Management Committee for cleaning at the sub-licensee's expense;

- (iv) sub-licensees shall be responsible for cost and expense of improvements which must be approved by the University, such approval not to be unreasonably withheld or delayed;
- (v) sub-licensees shall leave the premises occupied by them in good repair and pay any costs of restoration for the premises;
- (vi) no sub-licensee shall be provided with any guarantees related to the use of reserved parking spaces, or use of other facilities beyond the Student Commons; and
- (vii) sub-licensees shall be required to comply with all applicable laws, University collective agreements and other general contractual commitments, and University policies of general application.

5.6 **University Access to the Student Commons.**

- (a) The University, by its employees, agents and contractors, including without limitation, University of Toronto police, caretaking staff and the staff of the Facilities and Services Department of the University, shall have access to all parts of the Student Commons for purposes of routine maintenance, safety and fire prevention and hazard control whenever necessary to carry out the responsibilities of their jobs. Notwithstanding the foregoing, advance written notice shall be given to SAC stating the reason for access to SAC offices and levy groups stating the reason for the requested access, unless it is required in the case of an Emergency, in which case the said prior notice is not required (but the reason for the access in the case of an Emergency shall be provided to SAC in writing as soon as practicable after such emergency access).
- (b) The University shall retain a key or keys thereto accordingly, but this stipulation does not impose and shall not be deemed to impose any additional liability on the University for the safety or security of the Student Commons.
- (c) SAC will not, without the consent of the University, install or modify or permit to be installed or modified any lock or other security device on the external or internal doors or windows or any perimeter openings of or affecting ingress to or egress from the Building.

5.7 **Approvals.** SAC will obtain all necessary approvals from the appropriate University authorities before making commitments that involve or impact on the areas outside of the boundaries of the Building.

5.8 **Formal Name.** The formal name of the Student Commons as well as the name of any space, area or equipment in the Student Commons shall be determined mutually by the President of the University (or his or her designate) and the President of SAC (or his or her designate) in a manner that is consistent with the policies of the University. For greater certainty, the formal name of the Student Commons, or any part thereof, shall not be established or thereafter changed without the express agreement of the President of SAC

(or his or her designate), despite any provision to the contrary in any policy of the University.

ARTICLE 6 - OPERATIONS

6.1 Operating Costs.

- (a) Operating costs shall be costs, in relation to the Building and the Student Commons, associated with:
 - (i) building services, including caretaking, maintenance and day-to-day repairs but excluding repairs that are structural or capital in nature;
 - (ii) maintenance of exterior land and amenities (waste, recycling and grounds maintenance);
 - (iii) police services; and
 - (iv) utilities, in accordance with Section 6.4 (collectively, “**Operating Costs**”).
- (b) SAC shall not be assessed Operating Costs on terms less favourable than those assessed to any other faculty or tenant on the St. George Campus that uses space in a manner similar to that of the Student Commons.
- (c) The Parties will agree from time to time on a schedule and mechanism for the remittance of Operating Costs by SAC. A principle to be applied to any such schedule will be to link the timing of the Student Commons Levy remittances to SAC to the timing of the remittances of Operating Costs by SAC.
- (d) Space currently occupied by some student groups or student-related activities (e.g. SAC, bike chain, women's centre) will be vacated if those groups or activities move into the Building. The occupancy costs for these groups and activities are now paid by student fees collected for the Student Life Portfolio. If any of these groups or activities move into the Building, and if the space they now occupy is not occupied by student groups or student-related activities, the funds now being paid for their occupancy will be subtracted from the Student Life Portfolio budget. In other words, if the occupancy costs are no longer being paid by the Student Life Portfolio, those costs will no longer be collected from student fees.
- (e) The Operating Cost Levy will be adjusted pursuant to Section 7.7(d).

6.2 Building Repairs, Etc.

- (a) During the Term and any Renewal Term, the University shall be financially responsible for and carry out all Building and Building systems facility operations and maintenance, including without limitation major structural or capital repairs and replacements in accordance with the University's general standards of keeping its buildings on the St. George Campus in good operating

condition and in compliance with all applicable laws and regulations including municipal zoning and Building Code requirements, subject to Section 6.2(c).

- (b) The University shall be responsible for and carry out all further renovations to the Building requested by SAC, provided that they are approved by the University and paid for by SAC and are in compliance with all applicable laws and regulations including municipal zoning and Building Code requirements.
- (c) Notwithstanding any other provisions hereof, save for normal wear and tear and the University's obligations to keep the Building in good operating condition pursuant to Section 6.2(a), if the Building or any part thereof is damaged or destroyed or requires repair, replacement or alteration as a result of any negligent act or omission of SAC or any sub-licensee of SAC or of any other occupant or person who is at the Building as an invitee of SAC or of a sub-licensee, the resulting repairs shall be performed by the University and shall be paid for by SAC. For clarity, SAC's obligations in respect of this Section 6.2(c) shall commence on the License Commencement Date.
- (d) The Parties acknowledge and agree that the obligations of the University pursuant to Section 6.2(a) shall not require the University to subsidize the costs of major renovations, retrofitting or upgrades to the Building or Building systems so long as the Building is in good operating condition in accordance with Section 6.2(a). In the twelfth year of the Term and two years prior to each Renewal Term, the University shall carry out an assessment or assessments of the Building or components thereof with a view to determining whether, in the reasonable judgement of the University, any such major renovations, retrofitting, or upgrades are required. Such assessments shall be provided to SAC. The Parties acknowledge and agree that, provided that the University has discharged its obligations under Section 6.2(a) during the Term, the costs of any such required major renovations, retrofitting or upgrades are to be borne by SAC in the Renewal Terms and, accordingly, the Parties will conduct good faith negotiations with a view to having SAC assume costs related to such required major renovations, retrofitting and upgrades of the Building and Building systems in the Renewal Terms based on such assessment(s).

6.3 Minor Changes to the Building.

- (a) Notwithstanding the preceding Section, SAC may at any time, at its own expense, decorate the interior of the Building and make minor changes, alterations, or improvements in and to the Building as is deemed appropriate by SAC, provided that such improvements have no engineering, health or safety implications and are in accordance with this Agreement and are in compliance with all applicable laws and regulations including municipal zoning and Building Code requirements. In carrying out any work at the Building, SAC shall only use contractors and subcontractors who are on the University's approved list.

- (b) SAC shall promptly pay for all materials supplied and work carried out by it in respect of the Building so as to ensure that no lien is registered against the Building. If a lien is registered or filed, SAC shall discharge it at its expense forthwith.
- 6.4 **Utilities Separately Metered.** The Building will be separately metered for utilities, including heat, light, electrical and HVAC. SAC will be responsible for the utility bills, but the University will make actual payment for utility bills and the cost will form a portion of the Operating Costs.
- 6.5 **Information Technology Services.** As elaborated upon in, and in accordance with, the Project Planning Report, the University shall connect the Student Commons to the St. George Campus network backbone, and the wireless network infrastructure will continue to be managed through the University's Information Technology Services. The 'within the Building' infrastructure shall be part of the initial capital cost of the Student Commons renovations, and the ongoing operating costs shall be a component of the Operating Costs borne by SAC.
- 6.6 **Due and Reasonable Care.** SAC will exercise all due and reasonable care in its use of the Student Commons and will control access thereto and endeavour to ensure that all persons having access, including students and the staff of SAC, do the same. SAC will keep the Student Commons and all contents thereof at all times in a clean and tidy condition and will observe and comply and cause its employees, agents and sub-licensees to observe and comply with all occupational, environmental, health, fire and safety laws, by-laws and regulations that apply to or affect SAC's occupancy of the Student Commons or its operation and activities therein, and all University Policies and Procedures. For clarity, SAC's obligations in respect of this Section 6.6 shall commence on the License Commencement Date
- 6.7 **Building Insurance.** The University will act in a commercially reasonable manner in procuring and maintaining insurance pertaining to the Building in the form, term and limits and with insurers as it deems suitable, acting reasonably, and SAC understands and agrees that it shall not enjoy any benefit whatsoever under any such insurance.
- 6.8 **Police Services.** For clarity, the University shall provide the police services referred to in Section 6.1(a)(iii) at the same level that it provides to other buildings on the St. George Campus, but shall not include police services for special events in the Operating Costs assessed to SAC.

ARTICLE 7 - FINANCIAL MATTERS

- 7.1 **Student Commons Levy.** The Student Commons Levy has been established by referendum to include two components: the Capital Cost Levy in respect of the Student Commons capital project to create the physical space that the Student Commons will occupy, the collection of which began on or about September 2008 and which will continue until 25 years after the space has been completed and occupied, and the Operating Cost

Levy in respect of the operations of the Student Commons, which will commence on the License Commencement Date.

7.2 **The University's Support of the Student Commons.** To support the Student Commons, at minimum the University shall:

- (a) contribute fifty cents (\$0.50) for each dollar contributed by the students by way of Capital Cost Levy, as and when each such dollar is collected, such contribution not to exceed the equivalent of a contribution of \$10 million and such contribution to be adjusted for its share of any donations for the Student Commons, in accordance with Section 7.2. The Parties agree that the University will have complied with its obligation to contribute pursuant to this Section 7.2(a) by contributing the Building and the rights under the License; and
- (b) if the University receives donations directed towards the Student Commons, which SAC accepts, the funds raised will be allocated as follows: (i) two-thirds shall be counted towards SAC's obligation to the Student Commons Levy; and (ii) one-third shall be retained by the University to assist in defraying its expenditures described in Section 7.2(a).

7.3 **License Fee.** SAC will pay to the University for the License an annual license fee of \$200,000, payable in arrears, with the first payment to be made on the first anniversary of the License Commencement Date and the final payment to be made on the last day of the initial 25 year Term (the "**License Fee**"). For greater certainty, the License Fee shall be funded as a component of the Capital Cost Levy.

7.4 **Collection of Student Commons Levy:**

- (a) The Student Commons Levy shall be collected by the University, in trust on behalf of SAC for use in accordance with the terms of the Referendum Question attached hereto as Schedule "D", at a minimum of three (3) times per year.
- (b) SAC acknowledges and accepts the University's right to impose and collect the Student Commons Levy at regular intervals subject to the University's obligations with respect to its University Policies and any applicable government directives and laws. SAC further agrees that during the Term of this Agreement, the Student Commons Levy at the amounts agreed in the Referendum, as adjusted in accordance with Sections 7.6(i) and 7.7(d), shall remain in full force and effect and that SAC and its employees, agents or successors will take no action to prohibit, restrict, limit, impair or in any way interfere with the imposition and collection of the Student Commons Levy by the University, so long as the University continues to collect the Student Commons Levy, in accordance with its University Policies and Procedures and any applicable government directives and laws.
- (c) If, at the conclusion of the Term and any applicable Renewal Term, the University elects not to renew this Agreement pursuant to Section 3.3, the University shall continue to collect the Student Commons Levy, which will be held in trust by the

University and returned to SAC to be used for another project or use which is consistent with the objectives of the Referendum.

7.5 **University Literature and Forms.** The University agrees that in all its materials literature and forms pertaining to student fees and their payment, it will display the “Student Commons Levy” separately.

7.6 **Student Commons Capital Project**

(a) The University will establish an account (the “**St. George Student Commons Capital Project Account**”) within the University’s financial information system, to record the following:

- (i) the costs incurred in respect of the Student Commons capital project including any construction financing costs that may be incurred by this project and including any principal and interest payments to be made on loans issued in respect of this project; and
- (ii) the receipts of funds in respect of this project, including the Capital Cost Levy as adjusted by Section 7.6(i), the University’s contribution to this project as described in Section 7.2 above, and any other receipts such as donations in respect of the Student Commons capital project as described in Section 7.6(g).

(b) The Parties acknowledge and agree that the Capital Cost Levy portion of the Student Commons Levy, plus the University’s contribution and any other receipts such as additional donations, are intended to be sufficient to fund the costs incurred in respect of the capital project, including the principal repayment and the interest payments.

(c) Subject to the paragraph below in this subsection, in the event that the Student Commons project does not proceed to be approved, for any reason, the Capital Cost Levy funds together with any interest thereon which are held in trust by the University as described in subsection (b) above will be returned to SAC to be used for another project or use which is consistent with the objectives of the Referendum.

In the event that the Student Commons project proceeds to be approved and the Renovations have started but, for whatever reason, have been abandoned and the Parties have agreed that the Students Commons project is terminated, this Agreement will be at an end, and:

- (i) any remaining portion of the Capital Cost Levy funds together with any interest thereon which are held in trust by the University as described above will be returned to SAC to be used for another project or use which is consistent with the objectives of the Referendum; and

- (ii) the Parties will appoint an appropriately qualified valuator to assess the value of any improvements to the Building that SAC thereto funded, and SAC shall be reimbursed by the University for that value.
- (d) The Capital Cost Levy funds collected by the University will be placed in the St. George Student Commons Capital Project Account. The University will hold the Capital Cost Levy funds in trust to be disbursed, in accordance with the requirements of the Student Commons capital project as approved by the Referendum Question establishing same, by the Business Board as described in subsection (f) below. Interest will be attributed to the St. George Student Commons Capital Project Account in accordance with the University's standard policies and procedures for applying interest to or charging interest against capital project accounts (prior to and during the construction period) and applying interest after construction is completed, in all cases, on terms not less favourable than those available to other internal University borrowers for similar projects. Such funds on hand at any given moment will be invested by the University in accordance with the University's standard investment policies and procedures as amended from time to time.
- (e) In the event that the Student Commons capital project has not been fully funded by the time it has been completed, the University will issue a long-term loan on the outstanding unfunded balance at a rate and for a term to be determined by the University in accordance with the University's internal borrowing programme, as amended from time to time. This loan will not be issued to SAC but rather will be held by the University. As described above, the principal repayment and the interest costs associated with this loan will be charged to the St. George Student Commons Capital Project Account. The Capital Cost Levy and the University contribution along with any donations received for this purpose after the long-term loan is issued will be sources of funding to pay the principal repayment and the interest payments.
- (f) Capital Cost Levy monies held by the University in trust shall be used in the first instance to pay the costs incurred by the University relating to the capital project, including construction costs, construction financing and principal and interest payments on loans issued in respect of this capital project. In the event that there is any money remaining after the obligations described have been discharged, the University will deposit the surplus funds in an interest-bearing account in trust within the University's financial information system and on behalf of SAC, for the operating costs of the Student Commons.
- (g) Any donations received in respect of the Student Commons capital project will be deposited in the St. George Student Commons Capital Project Account and credited to SAC or the University contribution as provided in Section 7.2(b) of this Agreement. Such donations will normally be treated as contributions towards the capital cost of the project (i.e. principal payments).

- (h) The University will provide annually to SAC a University Accountability Report on the status of any and all funds including directed gifts and levies received or held in trust on behalf of SAC for the Student Commons. The University shall provide responses to SAC's reasonable requests for interim financial information related to the funds, directed gifts and levies from time to time. The University will also provide a report to SAC about the quantum of the Student Commons Levy together with the distribution to SAC of its other student levies in accordance with the University's annual student society levy remittance schedule.
- (i) The rate of increase to be applied to the Capital Cost Levy (the "**Capital Cost Levy Escalator**") for the 25 year period beginning with the opening of the Student Commons Building, currently estimated to be September 1, 2014, will be established at the date of opening by the Parties, at a level not to exceed 10% per annum and fixed at that rate for the entire 25 year term. The Capital Cost Levy Escalator is subject to approval annually by the University Affairs Board.

The Capital Cost Levy Escalator, which shall provide for an increase of up to 10% per annum shall take into account the additional costs arising from inflation and the repayment (over a 25 year period) of principal and borrowing costs of the Student Commons loan, and all other costs referred to in Section 7.6(a) above.

7.7 Student Commons Operation

- (a) **Operating Cost Levy.** The Operating Cost Levy shall be collected by the University upon the opening of the Student Commons and remitted to SAC in instalments, in accordance with the University's annual student society fee remittance schedule or as otherwise agreed pursuant to Section 6.1(c).
- (b) **Financial Solvency Requirement.** It is the Parties' intention that the Operating Cost Levy, as adjusted over time in accordance with 7.7(d), plus other revenues earned by SAC in operating the Student Commons will be sufficient to:
 - (i) cover all costs of operating the Student Commons, including, without limitation, the Operating Costs as defined in 6.1(a); and
 - (ii) maintain appropriate and prudent reserves, the quantum of which shall be determined by the Management Committee in its sole discretion, in a Reserve Fund, in accordance with Section 7.7(c).
- (c) **Reserve Funds.** As soon as the quantum of any surplus or deficit from the operations of the Student Commons is calculated for each year of the Term, such amount will be transferred to or from, as the case may be, a Student Commons reserve fund (the "**Reserve Fund**") to be established at the end of the first fiscal year of the Student Commons. Any accumulated surplus in such fund will be utilized as follows:

- (i) To provide appropriate and prudent reserve levels in accordance with reasonable business practice to allow for fluctuations in business operations, such as future deficits, and to provide for unexpected events, including without limitation, major renovations, such reserves to have target levels identified and budgeted in the long-range budget plan.
 - (ii) Once the prudent and appropriate reserve levels targeted in the long-range budget plan have been achieved, the Management Committee may, by a two-thirds majority, vote to apply any Excess Surplus (or a portion thereof) towards a special project.
- (d) **Operating Cost Levy Escalation.** The rate of increase to be applied to the Operating Cost Levy (the “**Operating Cost Levy Escalator**”) for the 25 year period beginning with the opening of the Student Commons building, currently estimated to be September 1, 2014, will be established annually by the SAC Board, at a level not to exceed 10% per annum and shall take into account additional costs arising from inflation. The Operating Cost Levy Escalator is subject to approval annually by the University Affairs Board.
- (e) **Budget for Student Commons.** SAC will use its best efforts to achieve a balanced operating budget in the operations of the Student Commons
- (f) **Dealing with Deficits.** In the event that following the third anniversary of the opening of the Student Commons, the Student Commons runs a deficit that persists for two (2) consecutive fiscal years in any 2-year period following the third anniversary of the opening that has not been caused by the University wrongfully withholding all or any portion of the Student Commons Levy, a plan shall be developed and implemented by the Management Committee, subject to the approval of the University, acting reasonably, to retire any such deficit within two years. If in the opinion of the University, the plan is considered inadequate to resolve the financial difficulties, the President of the University or designate will be asked to work with both Parties to determine a satisfactory solution. If no satisfactory solution is arrived at which resolves the financial difficulties within two years, the University may proceed to terminate SAC’s management of the Building in accordance with Section 3.5(b).
- (g) **Financial Accountability for SAC.** SAC will provide the University with the following accountability reporting:
 - (i) a long-term budget plan for the Student Commons for the next five years done on a rolling five-year basis, together with appropriate text explanation and commentary; and
 - (ii) unaudited financial statements for the Student Commons prepared on the same accounting basis and following the same format as utilized by the annual audited financial statements of SAC together with appropriate text

explanation and commentary, and that the total revenues, total expenses and net income or loss for the Student Commons be disclosed each year in the notes to the audited financial statements for SAC;

within 120 Business Days of SAC's fiscal year end.

- (h) **Access to records:** Commencing on the License Commencement Date and solely for purposes of verifying the financial solvency of the Student Commons, policy compliance as outlined elsewhere in this Agreement and SAC financial commitments referred to Article 7, the University, by its employees, agents and auditors, and exercisable by at least ten (10) Business Days' prior written notice provided to SAC, shall, solely at its own cost and expense and acting reasonably, have access to and may make copies of and extracts from and SAC shall provide full disclosure of, all material and relevant budgets, contracts, books, records, accounts and pertinent documentation relating to any contractual or financial activities relevant to the operation of the Student Commons. For greater certainty, the audit right described in this Section 7.7(h) shall not extend to any of SAC's employment agreements or any sponsorship agreements between SAC and third-parties or an audit of SAC's health and dental plan or related information. Any information and/or documentation procured by the University pursuant to this Section 7.7(h) shall at all times be kept confidential by the University and shall be either returned to SAC or destroyed, at SAC's discretion, within five (5) Business Days following the conclusion of the audit herein described.

7.8 Non-Competition

- (a) It is in the interest of the Parties to support the ongoing viability of the Student Commons and the University and SAC agree to regularly share and communicate new business initiatives, prior to implementation, in order to promote complementary services and minimize prejudicial competition in buildings adjacent to the Building. The University hereby acknowledges and agrees that SAC will be offering for sale in the Student Commons certain goods and services including vending machines, a food court and other food services, used book sales and photocopying services.
- (b) The University acknowledges that SAC intends to offer commercial printing and photocopying services in the Student Commons (which include, without limitation, specialized printing services for producing posters, signs and banners). The University agrees, furthermore that during the Term, the University will not offer or permit by lease, license or otherwise any third-party to offer in any of the buildings that it controls that are adjacent to the Building any commercial photocopying and/or printing business that are similar to FedEx Kinkos or The UPS Store (or any similar business or operation) as of the date hereof. The University acknowledges and agrees that should it wish to establish services in buildings that it controls that are adjacent to the Building that are not permitted by this subsection, it will discuss such wishes with SAC in advance and obtain SAC's prior written consent.

7.9 **SAC Insurance.**

- (a) SAC and all sub-licensees of the Student Commons will at all times maintain ‘all risks’ insurance coverage on replacement value basis pertaining to their equipment and personal property and a policy of comprehensive general liability insurance with at least \$5 million limit, per occurrence and including occupier’s or tenant’s legal liability, a cross-liability clause and with the University as an additional named insured and covering all operations and activities of SAC, including all operations and activities involving the sale and service of alcohol, and persons for whom it is responsible in law.
- (b) SAC’s insurance shall not be cancellable upon less than thirty (30) days’ notice from the insurer to the University. The limit for comprehensive general liability insurance shall be adjusted from time to time during the Term to maintain adequacy of coverage limit as required by the University, acting prudently.
- (c) SAC shall provide on the License Commencement Date and thereafter on the anniversary of the License Commencement Date, a certificate of insurance to the University’s insurance office confirming that insurance as described in this paragraph is in place at all times.

ARTICLE 8 - LIMITS OF LIABILITY AND INDEMNIFICATION

- 8.1 **Liability for Safety and Security.** Any liability associated with the safety and security of the Student Commons rests with SAC notwithstanding any sub-licensing or parting with the possession thereof, unless caused or contributed to by the University or any employee or agent thereof (and then only to the extent of such cause and contribution).
- 8.2 **Limitation on the University’s Liability.** The University shall make all reasonable attempts to meet its obligations to the Building as it would for any other University building. However, the University shall not be liable to SAC for any direct, indirect or consequential damage or damages which may arise by reason of the temporary interruption, suspension, discontinuance or failure of heating, electrical power or water supply (including, without limitation, power surges in the delivery of electricity) or any other utility or service supplied by the University to the Building pursuant to this Agreement, provided always that the University shall take reasonable steps to restore the supply of such utilities or services. However, where there is the opportunity to recover any such damages from insurance, the University shall make every commercially reasonable effort to do so and return any collected benefit to SAC. This limitation on the University’s liability shall not apply to the extent that the damages arise, directly or indirectly, from the negligence or wilful act of omission of the University or its officers, employees or agents acting in the course of their employment and within the scope of their duties.
- 8.3 **Indemnification of the University.** Except as herein otherwise expressly contemplated, SAC will indemnify and save harmless the University, its officers, employees and agents, from and against any and all Claims which it or they may suffer or incur, directly or indirectly, arising from:

- (a) the use and occupation by SAC, its employees, agents and sub-licensees, of the Student Commons and in particular, without restricting the generality of the foregoing, arising from the operation of any business, activity, event or service carried on through SAC therein or in respect thereto; and
- (b) any default or breach by SAC of any of the provisions of this Agreement,

provided that such indemnification shall not extend to any Claims to the extent that they arise, directly or indirectly, from the negligence or wilful act or omission of the University or its officers, employees or agents acting in the course of their employment and within the scope of their duties.

8.4 **Indemnification of SAC.** Except as herein otherwise expressly contemplated, the University will indemnify and save harmless SAC, its officers, employees and agents, from and against any and all Claims which it or they may suffer or incur, directly or indirectly, arising from:

- (a) the use and occupation by the University, its employees, contractors, agents and sub-licensees, of the Student Commons and in particular, without restricting the generality of the foregoing, arising from the operation of any business, activity, event or service carried on through the University therein or in respect thereto; and
- (b) any default or breach by the University of any of the provisions of this Agreement,

provided that such indemnification shall not extend to any Claims to the extent that they arise, directly or indirectly, from the negligence or wilful act or omission of SAC or its officers, employees or agents acting in the course of their employment and within the scope of their duties.

8.5 **Sub-License Indemnity.** All sub-licenses shall include a clause that indemnifies and saves harmless both the University and SAC from any and all claims, damages, actions, suits and costs whatsoever brought by any person against SAC or the University by reason of any act or omission relating to the occupancy or management of the Student Commons by the sub-licensee.

8.6 **Failure to Perform Due to the Occurrence of a Force Majeure Event.** If and whenever and to the extent that either Party is prevented, delayed or restricted in whole or in part in the fulfilment of any of its obligations hereunder due to the occurrence of a Force Majeure Event, the affected Party shall communicate to the other Party as soon as possible that said Force Majeure Event has occurred and continues and shall have no responsibility or liability for any interruption, delay, cancellation, loss, damages, costs or expenses sustained by the other Party by reason thereof, provided always that a Party shall not be relieved from performance if it could reasonably be expected to have taken the Force Majeure Event into account at the time of the signing of this Agreement or to have avoided or overcome the Force Majeure Event or its consequences. The exemption provided by this Section 8.6 has effect only for the period during which the impediment exists, and a Party,

which suffers due to the occurrence of a Force Majeure Event, shall take all reasonable steps and make all reasonable efforts to mitigate against and remove the same. If a Party claims relief under this Section 8.6, the other Party shall be relieved from any obligations that it has under this Agreement insofar as those obligations are contingent on the affected Party's resolution of the Force Majeure Event.

ARTICLE 9- MISCELLANEOUS

- 9.1 **Good Faith and Granting of Consent.** SAC and the University shall work together in good faith, on the basis of being transparent and accountable to one another, with respect to the implementation of the terms of this Agreement. In this regard, whenever a consent or approval of the University or SAC is required under the terms of this Agreement, such consent or approval will not be unreasonably withheld or delayed (provided that any other consideration in granting such consent or approval contemplated in this Agreement with respect to any specific matter shall be taken into account). If either Party withholds any consent or approval, that Party will, on request by the other Party, deliver to the other Party a written statement giving the reasons for doing so. Discussions between the University and SAC should be executed in good faith, on the basis of openness and transparency. Further, notwithstanding anything contained herein to the contrary, SAC shall be kept apprised of significant design plans for the Renovations.
- 9.2 **Amendments.** No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the Parties.
- 9.3 **Dispute Resolution.** Any Dispute shall be resolved in the following manner:
- (a) The Party alleging the Dispute shall provide written notice of Dispute giving particulars of the Dispute to the other Party (a "**Notice of Dispute**"). Each Party shall appoint a representative and cause its respective representative to meet as soon as possible in an effort to resolve the Dispute.
 - (b) If the representatives are unable to resolve the Dispute within one (1) month of the Notice of Dispute, either Party may refer the Dispute to a mediator, chosen by agreement, who will be appointed to facilitate a resolution. The costs of the mediator, if any, shall be borne equally by both Parties. Each Party shall bear its own costs for the mediation. The mediation process shall be confidential and without prejudice to the position of the Parties in future proceedings, and the content of mediation discussions shall not be referred to in any way in any subsequent consideration of the Dispute.
 - (c) If the Dispute is not resolved with the assistance of the mediator within whatever time frame the mediator sets, either Party may refer the Dispute to a dispute resolution panel (a "**Panel**") to finally determine the Dispute. The Panel will be composed of three persons, one of whom will be appointed by each Party with the third person (the "**Chair**") appointed by the members appointed by each Party. Each Party shall bear its own costs associated with appointing its respective appointee. The costs of the Chair, if any, shall be borne equally by both Parties.

The determination of the Panel (either unanimously or by a majority decision) shall be final and binding, and no further recourse will be available.

- (d) If the Parties are unable to agree upon either a mediator or the Chair of a Dispute Resolution Panel, they shall request the appointment of a suitable Mediator or Chair by the Ontario Superior Court of Justice.

9.4 **Further Assurances.** Each Party will take all other actions and will execute and deliver all other instruments and documents as may be necessary or desirable in the reasonable opinion of the other Party hereto to evidence or carry out the terms or intent of this Agreement. In addition, the University shall provide SAC with such assistance as SAC may reasonably require in connection with the carrying out or the funding of the Renovations.

9.5 **Notices.** In this Agreement:

- (a) any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile or electronic transmission or mailed by prepaid registered post in Canada, to the address or facsimile transmission number or email address of each Party set out below:

- (i) if to SAC:

Office of the President – University of Toronto Students’ Union

Attention: President
Fax No: 416-978-2018
Email address: president@utsu.ca

- (ii) if to the University:

Office of the Vice-President and Provost

Attention: Vice-Provost, Students & First-Entry Divisions
Fax No: 416-946-0678
Email address: vp.students@utoronto.ca

or to such other address, facsimile transmission number or email address as any Party may designate in the manner set out above;

- (b) notice or communication will be considered to have been received:

- (i) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;

- (ii) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next Business Day;
- (iii) if emailed during business hours on a Business Day, one hour after it is sent, provided that the sender does not receive notice that the email could not reach its intended destination, and if not sent during business hours, upon the commencement of business on the next Business Day; and
- (iv) if mailed by prepaid registered post in Canada, upon the fifth Business Day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission-

- 9.6 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with Ontario law and applicable Canadian law and will be treated in all respects as an Ontario contract.
- 9.7 **Number and Gender.** Words in the masculine gender include the feminine and neutral genders and words in the singular include the plural, and vice versa.
- 9.8 **Entire Agreement.** This Agreement, together with the Schedules and exhibits attached hereto, and the documents and instruments to be executed and delivered under it constitute the entire agreement between the Parties and supersedes any previous agreement or arrangement, oral or written, between the Parties, including the LOI. This Agreement and the documents and instruments to be executed and delivered under it, contain all the covenants, representations, and warranties of the respective Parties. There are no oral representations or warranties between the Parties of any kind.
- 9.9 **Enurement and Assignment.** This Agreement will enure to the benefit of and be binding on the respective successors of the Parties. Neither Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 9.10 **No Waiver.** No waiver of any term or provision of this Agreement shall be effective or made binding unless made in writing and signed by the Party whose waiver is being requested, and, unless otherwise provided in written waiver, shall be limited to the specific term or provision waived. No failure or delay on the part of either Party in exercising any right or power under this Agreement will operate as a waiver, nor will any single or partial exercise of any right of power preclude any further exercise. Except as may be limited in this Agreement, either Party may exercise any right or power concurrently or individually without the necessity of making any election.

9.11 **Third Party Beneficiary.** For clarity, the provisions of Sections 4.2, 5.4 and 3.5(b)(iv) of this Agreement, if applicable, and each other provision of this Agreement which are to the benefit of SAC in SAC's own capacity and not in its capacity as agent for the full time undergraduate students of the St. George Campus, are intended for the benefit of SAC in its own capacity.

9.12 **Survival.** Except as otherwise provided in this Agreement, termination of this Agreement shall be without prejudice to, and shall not affect:

- (a) any representations, warranties and indemnities under this Agreement;
- (b) Section 3.5 of this Agreement;
- (c) Section 3.6 of this Agreement;
- (d) Section 4.3 of this Agreement;
- (e) Section 5.4 of this Agreement;
- (f) Section 7.6(c) of this Agreement; and
- (g) Article 8 of this Agreement,

each of which shall survive the termination of this Agreement.

9.13 **Fax and Counterparts.** This Agreement may be signed in any number of counterparts and such counterparts may be delivered by facsimile or other electronic means. Such counterparts, taken together, shall constitute one and the same instrument.

TO EVIDENCE THEIR AGREEMENT each of the Parties has executed this Agreement on the date appearing above.

[Signature page to follow]

**STUDENTS' ADMINISTRATIVE
COUNCIL OF THE UNIVERSITY OF
TORONTO**

Per:

Name:

Office:

And per:

Name:

Office:

We/I have authority to bind the organization.

**THE GOVERNING COUNCIL OF THE
UNIVERSITY OF TORONTO**

Per:

Name:

Office:

And per:

Name:

Office:

We/I have authority to bind the University.

SCHEDULE “E”

License Terms

1. Purpose of this Schedule

This Schedule sets out the terms of the License to occupy and use the Building for the Term and the Renewal Terms which has been granted to the Students pursuant to Section 5.4(a) of the Agreement of which this Schedule forms a part, in the event of termination of SAC’s entitlement to manage and operate the Student Commons.

2. Defined Terms

All capitalized terms used in this Schedule and not otherwise defined in this Schedule shall have the meaning given to them in the Agreement.

3. Use of Building

- (a) The Students shall be permitted to occupy and use the Building for purposes consistent with the general goals of the Student Commons as specified in Section 2.2 of the Agreement. The Students will exercise all due and reasonable care in their use of the Building.
- (b) Subject to Sections 4.9, 4.10 and 7.8, all applicable laws, regulations and by-laws and all University published policies, procedures and legal obligations must be complied with in the conduct of the activities taking place within the student allocated space in the Student Commons including with respect to sub-licenses. These include but are not limited to policies, procedures and obligations of the University relating to:
 - (i) use of the University’s names, name abbreviations, logos, crests, trade-marks, official marks, trade names, and other intellectual property;
 - (ii) alcohol consumption, sale and service;
 - (iii) sale and use of tobacco products;
 - (iv) copyright;
 - (v) licenses of general application relating to intellectual property;
 - (vi) health and safety;
 - (vii) food service regulations;
 - (viii) posted fire legal room capacities;
 - (ix) advertising, publicity and signage;
 - (x) non-affinity exclusivity agreements in place at the time of signing;
 - (xi) fundraising, sponsorship, and affinity exclusivity agreements;
 - (xii) union and other labour agreements;
 - (xiii) human rights;
 - (xiv) academic freedom; and

- (xv) environmental protection.

4. University Access to the Building

- (a) The University, by its employees, agents and contractors, including without limitation, University of Toronto police, caretaking staff and the staff of the Facilities and Services Department of the University, shall have access to all parts of the Student Commons for purposes of routine maintenance, safety and fire prevention and hazard control whenever necessary to carry out the responsibilities of their jobs. Notwithstanding the foregoing, the University shall use reasonable efforts to provide advance written notice, stating the reason for access, where access is required to offices of levy groups stating the reason for the requested access, unless it is required in the case of an Emergency, in which case the said prior notice is not required (but the reason for the access in the case of an Emergency shall be provided to the Students in writing as soon as practicable after such emergency access).
- (b) The University shall retain a key or keys thereto accordingly, but this stipulation does not impose and shall not be deemed to impose any additional liability on the University for the safety or security of the Student Commons.
- (c) The Students will not, without the written consent of the University, install or modify or permit to be installed or modified any lock or other security device on the external or internal doors or windows or any perimeter openings of or affecting ingress to or egress from the Building.

5. Building Services, Repairs and Maintenance

- (a) The University shall be financially responsible for and carry out all Building and Building systems facility operations and maintenance, including without limitation major structural or capital repairs and replacements, in accordance with the University's general standards of keeping buildings on the St. George Campus in good operating condition and in compliance with all applicable laws and regulations including municipal zoning and Building Code requirements, subject to Section 6.2(c) and 6.2(d) of the Agreement.

6. Limitation on University's Liability

- (a) The University shall make all reasonable attempts to meet its obligations to the Building as it would for any other University building. However, the University shall not be liable to the Students for any direct, indirect or consequential damage or damages which may arise by reason of the temporary interruption, suspension, discontinuance or failure of heating, electrical power or water supply (including, without limitation, power surges in the delivery of electricity) or any other utility or service supplied by the University to the Building, provided always that the University shall take reasonable steps to restore the supply of such utilities or services. This limitation on the University's liability shall not apply to the extent that the damages arise, directly or indirectly, from the negligence or wilful

act of omission of the University or its officers, employees or agents acting in the course of their employment and within the scope of their duties.

- (b) The University shall not be liable or responsible in any way for any loss of or damage or injury to any property of the Students or any other person while such property is on or about the Building unless such loss, damage or injury shall have been caused by the negligence or wilfull act or omission of the University or its officers, employees or agents acting in the course of their employment and within the scope of their duties. Notwithstanding the foregoing, in no event shall the University be liable for any damage to any such property caused by anything done or omitted to be done by any other person, including any other licensee or occupant of the Building.

7. **Rules and Regulations**

- (a) The University may impose and enforce reasonable rules and regulations relating to access to the Building or parts of the Building, security, compliance with University policies, procedures and regulations and compliance with occupational, environmental, health, fire and safety laws, by-laws and regulations that apply to or affect the Students' use and occupancy of the Building.

[NTD: Schedules A, B, C, D and F will be included in the final version of this Agreement, and will appear in the form agreed between the parties.]