

BUILDING INVESTEMENT, FINANCE AND AUDIT COMMITTEE MEETING AGENDA

PUBLIC SESSION

Date: April 15, 2021

Time: 4:00 p.m. – 4:45 p.m.

Location: Virtual (NOT in person)

Agenda

Time	Description	Action	Pre-read	Presenter	Page #
Public Agenda					
4:00	1. Chair's Remarks	Information	Verbal Report <i>5 minutes</i>	Chair	-
4:05	2. Consent agenda		<i>5 minutes</i>		
	a) Approval of Public Meeting Agenda	BIFAC Approval	Agenda	Chair	
	b) Chair's Poll re: Conflict of Interest	Declaration	Agenda and Conflict of Interest Policy	Chair	-
4:10	3. Contractor Award: Construction Services for Seven New Tenant Service Hubs (RFQ 21009-PP, Groups 2&3)	Approval	BIFAC:2021-34 <i>20 minutes</i>	Vice President, Facilities Management	2
4:30	4. MABELLEarts – Long Term Lease and Operating Agreement for parts of Mabelle Park	BIFAC & Board Approval	BIFAC:2021-35 <i>15 minutes</i>	Acting Chief Executive Officer	7

TERMINATION



Contractor Award: Construction Services for Seven New Tenant Service Hubs (RFQ 21009-PP; Groups 2&3)

Item 3

April 15, 2021

Building Investment, Finance and Audit Committee

Report: BIFAC:2021-34

To: Building Investment, Finance and Audit Committee
("BIFAC")

From: Vice President, Facilities Management

Date: April 13, 2021

PURPOSE:

The purpose of this report is to seek the BIFAC's approval to award contracts for construction services for seven Tenant Service Hubs (Group 2 and Group 3), including interior upgrades as required, based on the outcome of Request for Quotations ("RFQ") 21009-PP.

BIFAC approval is required as the recommended awards do not comply with the pre-conditions that would justify approval by TCHC's Procurement Award Committee ("PAC"). The vendors that are recommended in this report were not the lowest bidders in the procurement call.

RECOMMENDATIONS:

It is recommended that the BIFAC approve the following recommendations:

- (a) Approve the award of the work to Stracor Inc. for \$2,078,106.68 (exclusive of taxes) for construction services for four Tenant Service Hubs (Group 2), including interior upgrades as required, based on the outcome of Request for Quotations (RFQ) 21009-PP as follows;
 - \$763,821.75 for 101-121 Humber Boulevard (Humber Boulevard; Dev. 027);
 - \$517,159.38 for 600 Symington Place (Symington Place; Dev. 470);

- \$423,447.55 for 659 Northcliffe Boulevard (Northcliffe Blvd (659); Dev. 950);
 - \$373,678.00 for 25 Elm Street (Elm Street (25) Dev. 723); and
- (b) Approve the award of the work to Martinway Contracting Ltd. for \$1,525,539.00 (exclusive of taxes) for construction services for three Tenant Service Hubs (Group 3), including interior upgrades as required, based on the outcome of Request for Quotations (RFQ) 21009-PP as follows;
- \$416,747.00 for 2 Tree Sparroway and 11 Field Sparroway (Leslie Finch; Dev. 036);
 - \$558,574.00 400 McCowan Road (McCowan Road (400); Dev. 070);
 - \$550,218.00 for 91 Firvalley Court (Warden Woods; Dev. 208); and
- (c) Authorize the appropriate staff to take the necessary actions to give effect to the above recommendation.

REASONS FOR RECOMMENDATIONS:

As part of TCHC's corporate restructuring of the on-site staff and operations model, Facilities Management ("FM") is delivering the design and construction of 88 Tenant Service Hubs across TCHC's portfolio. The Tenant Service Hubs will include work spaces for TCHC staff, and will serve as important points of local interaction with tenants. The scopes of work also include upgrades to tenant spaces where required. This decentralized model will allow TCHC to improve and strengthen service at the local level.

In late 2019, nine architectural consultant groups were retained to provide design and contract administration services for the delivery of the Tenant Service Hubs. The designs are now complete and ready for construction.

In June 2020, a fixed fee for pre-construction services was awarded to eleven proponents as an outcome of RFP 20123-PP. Of the 88 Tenant Service Hubs, 55 are being developed through this process, and the other 33 Tenant Service Hubs are being developed through a separate design and construction process.

As part of RFP 20123-PP and the pre-construction services scope, proponents submitted a detailed price proposal for the construction of each of the Tenant Service Hubs. The price proposals were reviewed by the architectural consultants and TCHC, based on a site conditions, design documents and a pre-established schedule of costs. If submitted pricing was deemed acceptable, it became the basis of a contractor award and put forward for approval.

Eleven of the submissions priced by the contractors were deemed too high to proceed with a contractor award. An RFQ was re-issued (RFQ 21009-PP) to the pre-qualified roster of Tenant Service Hub contractors, with the objective of receiving more competitive pricing. The eleven locations covered under RFQ 21009-PP were divided into 3 groups. This report recommends awarding contract awards for Group 2 and Group 3. The contract awards as recommended in this report represent a cost saving when compared to the original pricing proposal.

The recommended scope of work for this award includes full construction services for interior improvements and a Tenant Service Hub at each of the seven locations. These services include interior demolition, new partition walls, interior finishes, electrical, mechanical and security related work.

PROCUREMENT PROCESS:

RFQ 21009-PP was issued on January 25, 2021 and closed on March 10, 2021. Seven submissions were received for Group 2 and six submissions were received for Group 3. The submissions were evaluated to determine the best price. The Confidential Attachment provides a summary of the submissions.

Proponents were able to make a submission for any or all three groups. To ensure capacity to deliver the work, a proponent could only be awarded one of the three groups. If a proponent had the lowest price submission for more than one group, a group could be awarded to the next lowest price submission. To award the work to the next lowest bidder, the price submission had to be within 20% of the lowest price submission.

Stracor Inc. submitted the second-lowest price for Group 2 and Martinway Contracting Ltd. submitted the second-lowest price for Group 3. Both submissions were within 20% of the lowest price submission. The proponent

with the lowest price submission for Group 2 and Group 3 also submitted the lowest price submission for one of the other three groups.

Stracor Inc. and Martinway Contracting Ltd.'s submissions satisfied all mandatory requirements and surpassed the standard required to permit consideration of its pricing proposal. As a result, Stracor Inc. is recommended for the work for Group 2 and Martinway Contracting Ltd. is recommended for the work for Group 3. The recommendation is based on awarding the work as per the RFQ requirements.

The Procurement Award Committee approved the recommendation to award the work to Stracor Inc. and Martinway Contracting Ltd. at its meeting on April 13, 2021, subject to BIFAC approval. At that time, the Committee took note of the following considerations:

- The award is within reasonable and acceptable range for the scope of work;
- The recommended proponent has performed similar work for TCHC with satisfactory results; and
- The recommended proponent has confirmed they have the capability and capacity to deliver the scope of work.

IMPLICATIONS AND RISKS:

The scope of work is recommended for full construction services for interior improvements as required and Tenant Service Hubs at the seven locations. Approval of the contractor awards is required for timely delivery of the seven Tenant Service Hubs and interior upgrades.

To mitigate risks, staff will continuously and rigorously monitor the performance of the contractors during the course of the project. The architectural consultants will provide contract administrative services to ensure the work is delivered in accordance with the design and specifications, and is on budget and on time. Third-party health and safety monitoring agents will also be retained to conduct health and safety site inspections during construction. Performance will be evaluated in accordance with TCHC's Vendor Compliance evaluation system. Results gathered through project reviews can be used to support decisions to remove underperforming vendors from TCHC's rosters and/or future bidding opportunities.

Funding is confirmed within the 2021 Capital Budget as approved by the TCHC Board (TCHC:2020-88).

SIGNATURE:

“Allen Murray”

Allen Murray
Vice President, Facilities Management

Attachment 1: RFP Submissions

Reason for Confidential Attachment: Third party commercial information supplied in confidence and commercial information belonging to TCHC that has monetary value or potential monetary value and whose disclosure could reasonably be expected to be injurious to its financial interests

STAFF CONTACT:

Allen Murray, Vice President, Facilities Management
(416) 981-6955
Allen.Murray@torontohousing.ca



MABELLEarts - Long Term Lease and Operating Agreement for parts of Mabelle Park

Item 4

April 15, 2021

Building Investment, Finance and Audit Committee

Report: BIFAC:2021-35

To: Building Investment, Finance and Audit Committee
("BIFAC")

From: Acting President and Chief Executive Officer

Date: April 2, 2021

PURPOSE:

The purpose of this report is to seek the BIFAC's approval to execute a binding Memorandum of Understanding ("MOU") with MABELLEarts for a long term lease and operating agreement for parts of Mabelle Park, which is owned by Toronto Community Housing ("TCHC").

MABELLEarts plans to build a clubhouse in Mabelle Park to offer year-round programming to TCHC tenants. Board approval is required for execution of the binding MOU, lease and operating agreement as the MOU will enable MABELLEarts to obtain funding for the proposed clubhouse. MABELLEarts' investment will include a \$1.6 million capital investment with a minimum of 50 hours of programming per month provided to TCHC tenants.

RECOMMENDATIONS:

It is recommended that the BIFAC approve and forward to the Board of Directors for approval the following:

1. Approve the execution of the attached binding MOU between Toronto Community Housing Corporation and MABELLEarts;
2. Approve the execution of a lease of part of Mabelle Park for the clubhouse and an operating agreement for the balance of the park to MABELLEarts, each with a term of twenty years and otherwise substantially on the terms set out in the MOU or as agreed to by Toronto Community Housing Corporation; and
3. Authorize the Vice President of Facilities Management, or his designate, to take all actions and execute all necessary documents or agreements, on behalf of Toronto Community Housing Corporation, to implement the above recommendations.

REASONS FOR RECOMMENDATIONS:

MABELLEarts is an award winning community arts organization in Central Etobicoke. Since 2007, MABELLEarts has worked with over 70 professional artists and over 3000 Etobicoke residents of all ages and backgrounds to create free performances, workshops and community events in parks and public spaces. MABELLEarts has worked in TCHC's Dundas Mabelle communities for over 12 years and has built lasting relationships with local residents and the larger community.

MABELLEarts has been conducting programming and special events in Mabelle Park for the last 14 years, Mabelle Park is owned by TCHC and is across from three TCHC buildings.

Over the past four years, MABELLEarts has been able to secure \$800,000 in Section 37 funding from the City of Toronto to transform Mabelle Park. MABELLEarts intends to use these funds to construct the clubhouse described below. Once approved, the group will launch a fundraising campaign to secure the additional funds required to complete a clubhouse to be comprised of a small, multi-purpose arts and culture center that will include two universal washrooms and an indoor/outdoor multi-purpose art and performance space. The clubhouse will serve as a space for tenants to come together, build leadership skills and continue to positively impact their community. It will also create opportunities for residents to benefit from new infrastructure while accessing economic opportunities including micro-business development and employment opportunities.

The basic terms, as outlined in the MOU, are as follows:

- 20 year ground lease at \$1/year for MABELLEarts to construct a permanent clubhouse.
- MABELLEarts is solely responsible for payment of all realty taxes, utilities, maintenance, capital and non-capital repairs, insurance, operating and all other costs with respect to the Leased Premises
- MABELLEarts will be entitled to use portions of the balance of the park (the “open area”) for its programming, with such use not to exceed 25% of the open area, with up to an additional 10 special events per year which can utilize 75% of the open area. However, some of the open area must always be available to TCHC tenants and MABELLEarts’ activities cannot impact the area of the benches in the southerly one third of the park.
- MABELLEarts is entitled to make capital improvements to the open area subject to TCHC’s approval.
- A Park Committee comprised of MABELLEarts staff, TCHC staff, TCHC tenants and a representative from the Councillor’s office will deal with any issues relating to MABELLEarts’ use of the open area, subject to final determination by TCHC if necessary.
- MABELLEarts is required to provide an average of 50 hours of programming monthly to TCHC tenants at no cost.
- TCHC will be obliged to maintain the park as it would for similar areas in the balance of its properties, assuming normal level of usage by TCHC tenants only. MABELLEarts will be responsible for any additional maintenance or cleaning necessitated by its activities.

The Project has been openly discussed with the community through an extensive community engagement process, described in Attachment 2. The Project includes the support of regional staff and the local City Councillor, in addition to the support of tenants in both TCHC and private buildings.

IMPLICATIONS AND RISKS:

To date, MABELLEarts has raised \$862,885 of the \$1.6 million budget projected for construction of the clubhouse. With the approved MOU and Performance Preliminary Project Review Submission (see Attachment 3), MABELLEarts expects to be able to secure the balance of the budget

through fundraising. The MOU is conditional on MABELLEarts providing evidence to TCHC that it has secured all funding needed for construction and to operate the project for at least one year together with a cost estimate that supports the estimated construction budget. MABELLEarts has a period of one year to satisfy this condition so it is possible construction could start sometime in 2022.

MABELLEarts needs to provide evidence it has secured the required funding prior to commencing construction. There is, nevertheless, a risk such funding will not be fully received once MABELLEarts has commenced construction. There is also some risk of cost overruns. This is a risk which cannot be entirely eliminated but TCHC is requesting the construction estimate be confirmed by a cost consultant. Finally, there is a risk construction liens could be registered against the property in the event MABELLEarts has insufficient funds to complete the project or has disputes with its contractors.

The draft MOU provides it is conditional on MABELLEarts relocating an existing water feature to the satisfaction of TCHC. However, there is a risk MABELLEarts will not be able to relocate this at a cost that it can afford.

Amendments to the MOU, which has been settled in draft with MABELLEarts in the form attached, may go some way to mitigating those risks. However, there is no guarantee that the amendments required to mitigate these risks would result in terms that were acceptable to MABELLEarts.

MABELLEarts is responsible for all costs relating to its operations in the leased premises and the open area in the park. TCHC is obliged only to maintain the common area to the standard for similar properties and will not be obliged to undertake further maintenance due to MABELLEarts' activities. In the event TCHC chooses to do so, it is entitled to charge back such amounts to MABELLEarts.

There will be additional persons in the park due to MABELLEarts activities. Pursuant to the MOU, MABELLEarts is required to carry insurance for such risk, to name TCHC on that insurance policy and to indemnify TCHC for any claims against TCHC arising from MABELLEarts' use of the park.

Tenants will lose the use of the area where the clubhouse is located and the parts of the open area where MABELLEarts is conducting its programming. However, tenants will be entitled to participate in MABELLEarts' programming at no charge. MABELLEarts has also agreed its programming will not impact the use of the benches in the southern one third of the park. MABELLEarts has been conducting these activities in the park for some time with benefit to the tenants. Tenants are aware of this proposal and are in support.

SIGNATURE:

"Sheila Penny"

Sheila Penny
Acting President and Chief Executive Officer

ATTACHMENTS:

1. Binding MOU: MABELLEarts and TCHC
2. MABELLEarts Value Proposition
3. MABELLEarts Preliminary Project Review

STAFF CONTACTS:

Allen Murray, Vice President Facilities Management
416-981-6955
Allen.Murray@torontohousing.ca

Marilyn Lee, Senior Legal Counsel, Real Estate
416-981-4228
Marilyn.Lee@torontohousing.ca

Nadia Gouveia, Director, Programs and Partnerships
416-981-4090
Nadia.Gouveia@torontohousing.ca



Execution Copy

MEMORANDUM OF UNDERSTANDING

BETWEEN:

MABELLEarts
("Mabelle")

- and -

TORONTO COMMUNITY HOUSING CORPORATION
("TCHC")

This Memorandum of Understanding ("**MOU**") sets out the proposed terms and conditions for the lease from TCHC to Mabelle of part of the lands known municipally as 49 Mabelle Avenue, Toronto, Ontario, commonly known as "Mabelle Park", and shown outlined in blue on Schedule A to this MOU ("**Mabelle Park**"). Mabelle intends to construct a multi-purpose arts and culture building which will include washrooms, indoor/outdoor multi-purpose art and performance spaces, and office space (the "**Project**") as shown on Schedules A and B hereto and the Preliminary Project Review prepared by Levitt Goodman Architectural Partners ("**LGA**") on the Leased Premises as hereinafter defined and to offer programs to the public, including TCH Tenants, as hereinafter defined, in the Park. In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Binding Nature of this MOU

This MOU creates binding obligations between the parties hereto subject to satisfaction of the conditions contained in this MOU, and the execution of the formal Lease and Operating Agreement defined below.

In this MOU, the "Effective Date" shall mean the date when this agreement has been executed by all parties hereto as indicated in the signature lines at the end of this MOU.

2. The Parties

Mabelle is an award-winning charitable arts and culture organization that has been operating on Mabelle Avenue since 2007.

Toronto Community Housing is the largest social housing provider in Canada and is a wholly owned subsidiary of the City of Toronto.

3. Lease

Mabelle shall lease the Leased Premises from TCHC and will construct and operate the Project on the Leased Premises. Mabelle will be responsible for all costs in connection with financing, constructing, maintaining, managing and operating the Project.

4. Leased Premises

The leased premises shall be comprised of the area shown outlined in red on the plans attached as Schedule B (the "**Leased Premises**"). The Project will be located on the Leased Premises. The parties may make minor adjustments to the size and location of the Leased Premises prior to execution of the Lease, if requested by either party and consented to by the other acting reasonably. The balance of Mabelle Park (other than the Leased Premises) is hereinafter referred to as the "**Open Area.**"

5. Term

The term of the Lease shall be Twenty (20) years (the "**Term**") commencing on the Commencement Date as hereinafter defined. Mabelle shall have no right to renew the Lease unless agreed to by TCHC in its sole discretion and any renewals shall be discussed between Mabelle and TCHC no earlier than the last two years of the Term.

6. Open Area

- (a) The Open Area is intended to be available to tenants of buildings owned by TCHC ("**TCH Tenants**") and Mabelle's rights to use the Open Area shall be permitted only as set out herein, or by further agreement with TCHC, the intention being that some of the Open Area shall always be available for use by TCH Tenants. Mabelle's use of the Open Area for its programming shall be governed by an operating agreement (the "**Operating Agreement**"), which shall reflect the terms of this MOU.
- (b) In the event that TCHC has to incur additional costs, including but not limited to additional utilities, maintenance, capital and non-capital repair, insurance, and operating costs (the "**Additional Costs**"), arising as a result of Mabelle Regular Programming or Community Events or otherwise resulting from Mabelle's use of the Open Area, Mabelle shall reimburse TCHC for the Additional Costs.
- (c) TCHC shall maintain the Open Area in the same manner as similar areas in the balance of its properties assuming normal usage by TCH tenants only (the "**TCH Standard**"). Except for the Mabelle Regular Programming or Community Events, TCHC shall not be obliged to make the Open Area available to the public. Mabelle shall be responsible for keeping Mabelle Park clean and tidy after conducting Mabelle Regular Programming and Community Events in Mabelle Park to the TCH Standard.

- (d) In the event TCHC elects in its sole discretion to provide additional maintenance to keep Mabelle Park clean and tidy in excess of its obligation in 6(c), then, where such activity is a result of a breach of Mabelle's obligations, such costs shall be an Additional Cost and be charged as such to Mabelle. However, under no circumstances shall Mabelle be entitled to charge any costs in connection with its maintenance activities to TCHC.

7. Programming

Mabelle shall be permitted to use the Open Area for its programming, as follows, subject to all other provisions of this MOU:

- (a) Mabelle shall have the right to provide programming in the Open Area, which programming is comprised of the following program types:
 - i. "drop in", which is open to the public, including TCH Tenants, at any time ("**Drop In Programming**"),
 - ii. programs which are open to the public, including TCH Tenants, which require advance enrolment ("**Subscriber Programming**", and collectively with Drop In Programming, "**Mabelle Regular Programming**");
 - iii. community programming, which are large signature events open the public, , including TCH Tenants, ("**Community Events**")
- (b) Mabelle shall have the right to provide up to 50 hours per week of Mabelle Regular Programming, being approximately half Drop-In Programming and half Subscriber Programming. In no event will Mabelle Regular Programming utilize more than 25% of the Open Area at any time.
- (c) Mabelle shall have the right to organize and provide a maximum of ten (10) Community Events per year, provided it first provides at least five (5) business days' notice to TCHC. In no event shall a Community Event utilize more than 75% of the Open Area at any time.
- (d) Mabelle Regular Programming and Community Events may be held in such areas of Mabelle Park as may be determined by Mabelle from time to time and as approved by the Park Committee as hereinafter set out, provided that Mabelle shall not locate its programming in a manner that will impact the use of park benches located in the southern one third of Mabelle Park.
- (e) Mabelle shall make all Mabelle Regular Programming and Community Events available to TCH Tenants at no cost to TCH Tenants or to TCHC.
- (f) Mabelle shall make available, at minimum, an average of fifty (50) hours of Mabelle Regular Programming to TCH Tenants (and the public) per month, averaged annually ("**Program Delivery Obligations**") and shall provide annual reports to TCHC outlining

the Program Delivery Obligations provided in the previous year with such supporting materials reasonably requested by TCHC (a “**Program Delivery Report**”). Mabelle’s obligation to provide programming shall be subject to a reasonable Force Majeure clause.

8. Park Committee

- (a) Mabelle shall establish a committee of seven members, comprised of at least two TCH Tenants, one selected by Mabelle, one selected by TCH, two members of Mabelle staff, two staff appointed by TCHC, and one member to be appointed by the office of the City of Toronto Councillor representing the ward within which Mabelle Park is located (the “**Park Committee**”). The Park Committee shall:
- i. meet at least three times a year;
 - ii. conduct at least one public meeting a year inviting TCH Tenants and other users of Mabelle Park to discuss Mabelle’s and the Park Committee’s plans for Mabelle Park and solicit input and feedback of TCH Tenants.
 - iii. provide advice to Mabelle with respect to its use of Mabelle Park including requiring Mabelle to post the hours and locations of Mabelle Regular Programming and Community Events;
 - iv. consider and approve or reject any request from Mabelle to use Mabelle Park in excess of the permitted hours or number of events for Mabelle Regular Programming or Community Events or in excess of the parts of the Open Area, all as stipulated in Paragraphs 7 (b) and (c) above;
 - v. consider and approve the location of the parts of the Open Area where Mabelle Regular Programming and Community Events may occur;
 - vi. receive any complaints from TCH Tenants relating to the use of the Open Area and, unless a resolution is obtained to the satisfaction of the Park Committee, immediately report same to TCHC in its capacity as landlord of the Leased Premises and owner of the Open Area, provided notwithstanding the decision of the Park Committee, such TCH Tenant shall be entitled to further report such complaint to TCH and TCH shall address such complaint in accordance with its usual complaint procedure;
 - vii. receive any concerns of TCHC that the use of the Open Space does not meet the needs of the local tenant community or otherwise fulfill TCHC’s mandate of serving and supporting its tenants; and
 - viii. consider any other issues relating to the use of the Open Area or the Leased Premises by Mabelle which the members of the Park Committee or others may bring to the Park Committee’s attention.

- (b) All decisions of the Park Committee shall be by majority vote, provided that, with respect to any decision under paragraph 8 (a) (iii), (iv), (v), (vi) and (vii) above, if requested by any TCH tenant or a TCHC representative on the Park Committee, TCHC shall make any final determination in its sole discretion having regard to TCHC's mandate to serve and support its tenants, including without limitation how such mandate may be set out in its various constating, organizational or internal documents or policies from time to time, such as its Shareholder Direction, internal strategic plans or the like (the "TCHC Mandate"). TCHC shall provide its reasons for any determination under this Agreement to Mabelle and other affected parties. In the event TCHC makes a decision that requires Mabelle to cease a program, then the Program Delivery Obligations shall be reduced by an equivalent number of hours for at least one year from the date that TCHC makes such determination.
- (c) Any member of the Park Committee may request a meeting on ten days' notice in addition to the meetings provided for in Paragraph 8 (a) ii above. The Park Committee shall establish reasonable rules relating to meetings of the Park Committee including notice requirements, location and format.
- (d) For clarity, the Park Committee is not intended to establish, determine or approve programming provided by Mabelle, except as otherwise set out in this MOU. Final determination of program content shall be the responsibility of Mabelle unless any issues are brought to the Park Committee's attention pursuant to Paragraph 8 (b) above, and the dispute persists, in which case the issue shall be determined by TCHC in its sole discretion, having regard to the TCHC Mandate.
- (e) The Park Committee shall be entitled to make decisions only with respect to Mabelle's use of the Open Area and shall not infringe on TCHC's rights as owner of Mabelle Park to make decisions with respect to the Open Area, subject only to Mabelle's rights under Section 7 hereof. Except as set out herein, TCHC shall retain all rights as owner of the Open Area and shall be entitled to repair, operate and maintain the Open Area in accordance with its usual policies and processes.

9. Capital Improvements

- (a) Mabelle may make capital improvements or install art installations (any of the foregoing being a "**Capital Improvement**") in the Open Area with the consent of TCHC in its sole discretion. In connection therewith, Mabelle shall provide notice to TCHC identifying (1) the nature of the Capital Improvement and whether or not it is an art installation (an "**Art Installation**") and (2) the proposed plans and specifications for the Capital Improvement. Further:
 - i. All such Capital Improvements shall be professionally installed, shall be maintained by Mabelle in first class condition and repair for the term of the Lease and the provisions of the Lease relating to Tenant's Work shall apply thereto mutatis mutandis;

- ii. All Capital Improvement shall become the property of TCHC immediately upon being installed or made to the Open Area except that title to any Art Installation shall remain with Mabelle or the artist, as the case may be, and may be removed by Mabelle at any time on notice to TCH and provided Mabelle repairs any damage to Mabelle Park arising from such removal.

10. Insurance and Indemnity

(a) *Indemnity of TCH by Mabelle* - Mabelle shall indemnify and save harmless TCHC and others for whom TCHC is at law responsible against and from any and all expenses, costs, damages, suits, actions or liabilities and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon (collectively, "**Damages**") arising out of any default by Mabelle hereunder, and from all claims and demands of every kind and nature made by any person or persons to or against TCHC, for all and every manner of costs, damages or expenses incurred by or injury or damage to such person or persons or his, her or their property, which claims or demands may arise howsoever out of:

- i. the use or occupation of the Leased Premises by Mabelle, its employees or invitees; or
- ii. the use or occupation of the Open Area by Mabelle, or its employees and invitees;

including to the extent that such Damages are caused by the negligence or wilful misconduct of TCHC.

(b) *Risk of Property Damage* –With respect to Property Damage:

- i. The Leased Premises shall be entirely at the risk of Mabelle during the term of the Lease,
- ii. Capital Improvements including Art Installations shall be entirely at the risk of Mabelle during the period of the Operating Agreement;

Mabelle Insurance - Mabelle shall carry and maintain property and liability insurance throughout the construction of the Project and the Term of the Lease and Operating Agreement, as may be reasonably required by TCHC. Mabelle shall maintain liability insurance in the amount of Ten Million Dollars (\$10,000,000) naming TCHC as an additional insured and providing a waiver of subrogation. Mabelle shall provide an insurance certificate confirming the foregoing to TCHC. The insurance policies required to be obtained and maintained by Mabelle shall be primary and shall not call into contribution any insurance available to TCHC to the extent of the coverage contemplated in this agreement. Mabelle may purchase and carry property insurance relating to the Art Installations at its expense, but shall not be obligated to do so but shall carry liability insurance with respect to the Art Installations.

11. Conditions

The obligations of the parties hereunder shall be conditional on:

- (a) Mabelle providing a budget for all capital construction costs for the Project, with which it is satisfied, to TCHC for its review and approval together with confirmation from a reputable cost consultant confirming such budget is reasonable, within one (1) year from the Effective Date. In the event that the funding does not permit the construction of the Project, the parties will in good faith consider a reduction in the size of the Project with commensurate changes to the size of the Leased Premises;
- (b) TCHC being satisfied in its sole discretion within one (1) year from the Effective Date that the existing water feature presently located within the area of the Leased Premises can be relocated, the full expense of which shall be borne by Mabelle as part of the construction of the Project, or otherwise replaced in a manner satisfactory to TCHC, in its sole discretion;
- (c) Mabelle providing firm and binding commitments from governmental or other parties to evidence sufficient funding is in place to construct the Project and to operate the Project for at least one (1) year and Mabelle shall have provided copies of all such firm and binding commitments to TCHC for TCHC's approval, acting reasonably, within one (1) year from the Effective Date;
- (d) Mabelle shall have provided to TCHC plans and specification for the Project (the "**Plans and Specifications**") prepared by LGA and the Plans and Specifications shall have been approved by TCHC, acting reasonably within eighteen (18) months from the Effective Date;
- (e) Mabelle shall have obtained all building permits and development approvals required to construct the Project and Mabelle shall have provided copies of all such building permits and development approvals to TCHC within two (2) years from the Effective Date;
- (f) Mabelle achieving substantial completion of the Project as evidenced by a Certificate of Substantial Completion issued by a duly qualified person pursuant to the *Construction Act* (Ontario) RSO 1990, c. C.30 (the "**Act**") as same may be amended, modified, or replaced from time to time within three (3) years from the Effective Date, such other evidence of completion as may be satisfactory to TCHC, acting reasonably;
- (g) Mabelle and TCHC agreeing to the form of Operating Agreement for the Open Area in accordance with the provisions of this MOU, which agreement shall be prepared by TCHC in its standard form subject to reasonable comments from Mabelle provided the final form of Operating Agreement shall be satisfactory to TCHC in its sole discretion, within four (4) months from the Effective Date; and
- (h) Mabelle and TCHC agreeing to the form of Lease for the Leased Premises in accordance with the provisions of this MOU, which lease shall be prepared by TCHC in its standard form subject to reasonable comments from Mabelle provided the final form of lease shall be satisfactory to TCHC in its sole discretion, within four (4) months from the Effective Date.

In the event the Lease and Operating Agreement have not been entered into within the periods of four (4) months referred to in Paragraphs 10 (g) and (h), such periods may be extended by either party by a further period of two (2) months on notice to the other. In the event any of the conditions referred to in this Paragraph 10 have not been satisfied within the periods hereinbefore set out, this MOU shall be null and void and of no further force or effect. The foregoing conditions are true conditions precedent and may not be waived by either party

12. Commencement Date

The Lease shall commence on the date when the Project has been substantially completed as provided under Section 4(e) hereof (the “**Commencement Date**”). Mabelle shall execute the Lease and the Operating Agreement and comply with all provisions thereof prior to being entitled to occupy the Leased Premises or prior to being entitled to use the Open Area as herein set out.

13. Basic Rent

Mabelle shall pay Basic Rent in the amount of One (\$1.00) Dollar per year payable in advance for the entire term.

14. Use

Mabelle shall use the Leased Premises to provide multi-purpose arts and culture programming services of the nature provided at the time of execution of this MOU and office services in support of its operations at the Leased Premises only and for no other purpose. Mabelle shall maintain in good standing its status as a charitable and not for profit corporation. Mabelle shall not permit any filming or other for profit enterprises on the Leased Premises without TCHC’s prior written consent, in its sole discretion.

15. Additional Rent

Mabelle shall be solely responsible for payment of all realty taxes; utilities, maintenance, capital and non-capital repairs, insurance, operating and all other costs, expenses and charges incurred with respect to the Leased Premises, of any kind whatsoever (collectively “**Additional Rent**”).

16. Net Lease

The Lease shall be absolutely net and carefree to TCHC.

17. Tenant’s Work

Mabelle shall be responsible, at its sole cost and expense, for constructing the Project (the “**Tenant’s Work**”) and in particular, shall:

- (a) submit the final plans and specifications for the Tenant’s Work to TCHC and any amendments thereto from time to time;

- (b) engage LGA to design the Project and to act as construction manager throughout the development of the Project;
- (c) obtain all development approvals (building permit, zoning applications, severance consents etc.) required for the Tenant's Work;
- (d) complete the Tenant's Work in a timely, diligent and efficient manner;
- (e) comply in all respects with the Construction Act;
- (f) complete all work in accordance with all laws, statutes, by-laws, regulations, codes and rules of any entity having jurisdiction over such matters, including all applicable health and safety rules and regulations and all changes to said work shall first be approved by TCHC;

The Lease shall contain TCHC's standard requirements relating to the Tenant's Work including utilizing labour compatible with TCHC's Labour Affiliations and complying with TCHC's Vendor Code of Conduct and Fair Wage Policy. Provided the Lease and Operating Agreement have been executed and all provisions of this MOU, the Operating Agreement and the Lease have been complied with, Mabelle shall be entitled to occupy the Leased Premises prior to the Commencement Date for the purposes of the Tenant's Work. The provisions contained in this Paragraph 16 relating to Tenants Work shall also apply to any capital improvements made to the Open Area.

18. Default

A default under the Lease shall constitute a default under the Operating Agreement and vice versa, and upon any such default, both agreements shall be terminable by TCHC on thirty (30) days' notice or if such default cannot be cured within thirty (30) days, such longer period as is necessary to cure the default, so long as Mabelle commences to cure the default within such thirty (30) day period and is diligently proceeding.

19. Compliance with Laws

Mabelle shall comply with all applicable laws, statutes, by-laws, regulations, codes and rules of any entity having jurisdiction over Mabelle's use and occupation of the Lands and building thereon, as well as the rights granted thereto and any and all matters attendant thereto.

20. Licences, Approvals

Mabelle shall have, at all times during the Term, all permits, licences, approvals, consents, or authorizations (including but not limited for construction, use and zoning) necessary to carry on their respective operations in respect of the Lands and improvements.

21. Reporting

In an annual basis and no later than 120 days after Mabelle’s fiscal year end, Mabelle shall provide TCHC with a copy of its annual statements, which shall include a social impact statement respecting the Project.

IN WITNESS WHEREOF, the undersigned have duly executed this Memorandum of Understanding on the dates set out below.

MABELLEarts

TORONTO COMMUNITY AND HOUSING CORPORATION

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation

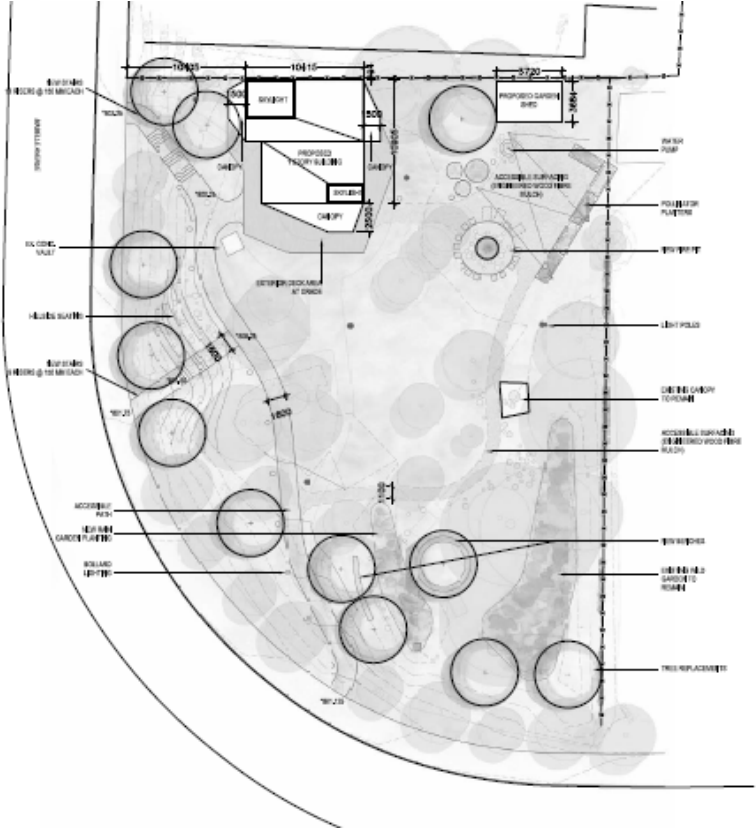
I/We have the authority to bind the Corporation

Date: _____

Date: _____

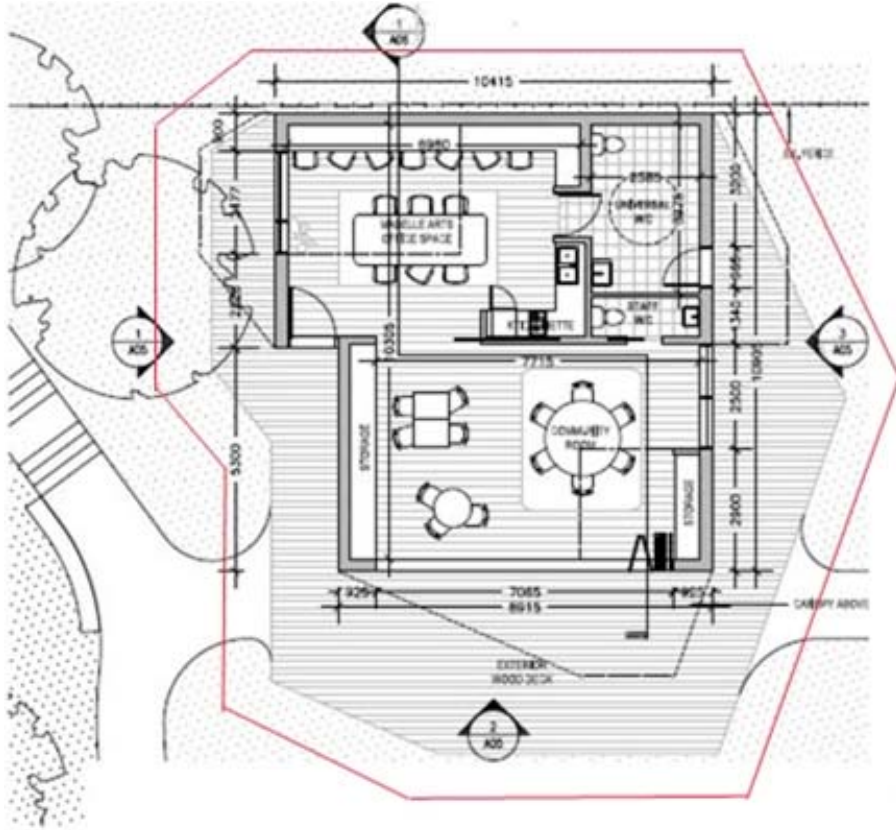
SCHEDULE A

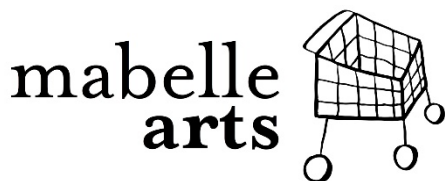
MABELLE PARK



SCHEDULE B

THE LEASED PREMISES





MABELLEarts

**VALUATION OF PROGRAMS AND CAPITAL IMPROVEMENTS
and BACKGROUND AND HISTORY WORKING WITH TCH**

Executive Summary

This document sets out the value proposition supporting MABELLEarts proposal to lease Mabelle Park on which MABELLEarts will construct a community building, improve the park and run programming.

In exchange for entering into the lease TCH receives:

- *Capital Investment on its land of approximately \$2 million+*
- *A commitment to provide programming which we value at \$500,000+ per year*

In addition, TCH tenants and the community benefit from heightened safety of an animated park space and opportunities to connect, inspire and lead. There is no way to place a number on that value.

We have demonstrated below our ability to raise and sustain the funds to complete the Project and operate programming.

The lease and proposed project are the result of years of community consultation and enjoys the support of the Mayor and local City Councillor.

The cost to TCH is intended to be neutral – with its current cost of maintaining the park being paid to MABELLEarts as a fee for carrying out maintenance duties in the park.

TCH will complete its own risk analysis. However, any risk can be mitigated in the Lease. Effectively the downside to TCH is that the lease will default and it will acquire ownership of a better park.

“It's kinda weird. This is the first neighbourhood where I walk down the street and everyone is saying hi to me. A lot of people know me in this neighbourhood, because of MABELLEarts. I've never been in a neighbourhood where people know me like that. Walking down the street “Hi!” “Hi!””

-Pat Austin, TCH tenant and MABELLEleader since 2009

Who is MABELLEarts?

MABELLEarts formed out of a highly-successful four-year residency in partnership with Toronto Community Housing by our predecessor Jumblies Theatre from 2004 to 2007. Over 100 TCH tenants took leadership during the course of the Jumblies residency and wanted to see community arts activities continue in their neighbourhood.

MABELLEarts was founded in 2007 and took over the TCH community space at 5005 Dundas West where we've operated ever since. Our mandate is to offer opportunities for residents, and especially TCH tenants living on Mabelle Avenue, to co-create new works of art in collaboration with professional artists. To that end, we work with residents to transform public spaces on the block while fostering participation and community connection between residents across real and perceived differences. In 2007 we turned our attention to a small greenspace in the center of the community and began delivering community programming there.

Mabelle Park: from Shortcut to Destination

“Before MABELLEarts, the park was just a shortcut.”

– TCH tenant, youth leader and MABELLEarts staff member Tasmeen Syed

What is now known as Mabelle Park was once a neglected thoroughfare - the quickest way to the local school and TTC station. Mature trees grew without basic care over the years and branches literally fell around us as we delivered community programming. A lack of lighting made the park a dangerous place at night - avoided by most residents. Decrepit benches, rusted and broken fencing, a defunct water fountain and crumbling hardscaping were all features of the park in those days, but they did not deter us. The centrality of the park and its full public view to the four TCH high rises on the street struck both artists and community leaders as full of potential. We rolled up our collective sleeves and set to work. We have set out below some of the highlights of the Park's transformation, including the investments we have already secured for Mabelle Park.

Since 2007, MABELLEarts has:

- Catalyzed over \$231,000 in investments in the park through funders such as the City of Toronto, The Ontario Trillium Foundation, The Weston Family Foundation and the Toronto and Ontario Arts Councils.
- Invested those funds in hard infrastructure, such as lighting, drainage, tree care and hardscaping; and operated community programming from the park, such as neighbourhood festivals, art and gardening workshops, and community clean ups.
- Created over 29,400 unique community engagement experiences (average 70 workshops, performances, events/year X 30 tenants/event X 14 years) valued at \$882, 000 (unique engagement experience X \$30).

A more detailed time line of our investments in the Park to date is set out in Schedule A to this document. Schedule B outlines future program plans and valuation.

In short, since 2007 Mabelle Arts has demonstrated a sustained ability to raise funds and provide programing to TCH residents and the broader community. It is time to take Mabelle Park to the next level.

Mabelle Park: Phase II Improvements

The Project: Our plan for this next phase of park transformation includes the development of a small, multi-purpose community hub that will include two universal washrooms and an indoor/outdoor multi-purpose art and performance space. The clubhouse will serve as a space for tenants to come together and participate in life on Mabelle Avenue, build leadership skills and continue to positively impact their community. The project will also include an accessibility pathway, new gardens and public art elements co-created by professional artists and community members of all ages and backgrounds.

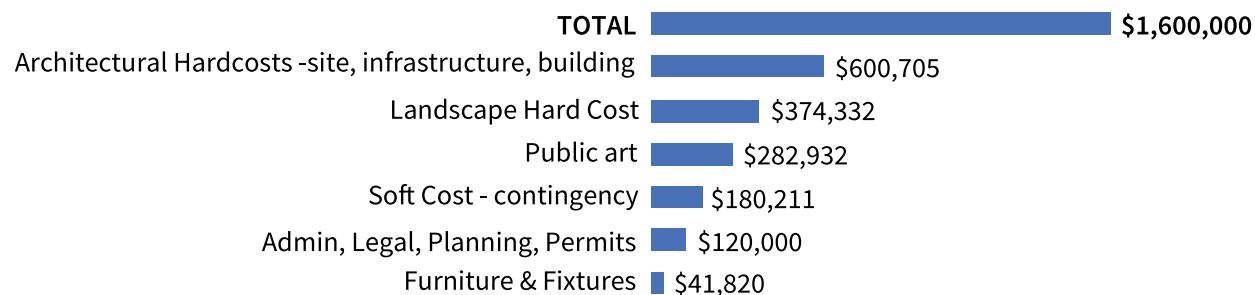
Please note that the plan for Mabelle Park has no fence. In response to a concern raised by TCH staff, we confirm that no member of the community will be excluded from Mabelle Park at any time. Welcoming community members into our projects has been at the heart of our work from the beginning. We invest in extensive outreach, translation, interpretation, healthy snacks, childcare and one-on-one support to those who need it to ensure a broad cross-section of community members take part. See Schedule C for our Inclusion Policy and Practices.

MABELLEarts intention is to operate Mabelle Park and is seeking a lease from TCH in order to define its rights and obligations with respect to the Park.

The Project has been openly discussed with the community through an extensive community engagement process, described in Schedule D. The Project enjoys the enthusiastic support of the Mayor and local City Councillor, in addition to the overwhelming majority of tenants in both TCH and private buildings.

Capital Funding

To date, MABELLEarts has raised **\$862,885** of the **\$1.6 million** budget projected for this phase.



Operating Funding

MABELLEarts has been operating programming in the park since 2007 and has successfully funded its operations for the past 13 years. We expect the incremental cost of operating the park to be \$50,000 per year. This is largely related to janitorial services and upkeep of the new building. Our proposed lease contemplates that we will take responsibility for maintaining the park in exchange for a maintenance fee from TCH, which approximates the park's current cost to TCH. We receive yearly operating funding from the Toronto Arts Council and Ontario Arts Council and will allocate these funds to operating the park and building. We have attached our most recent pro forma budget as Schedule E to this document.

Value of Services to be Provided

\$510,000 per year

- Iftar Nights on Mabelle Avenue – month-long festival marking Ramadan. Expected cost \$75,000/year.
- Programs for vulnerable seniors \$130,000/year secured until 2026.
- Food security programs expected cost \$100,000/year.
- Programs for children and youth expected cost \$150,000/year.
- Community employment and leadership program: programming expected cost \$25,000/year + at least three tenants access employment each year: \$15,000/year.
- Park maintenance expected cost \$15,000/year.

While we expect to continue to provide programming at approximately the same value, we will amend our programming to respond to community needs, as we always have. We are confident that we will be able to raise funding on an ongoing basis to maintain the building and the park. Schedule E outlines our growth trajectory and fund development methodology.

Measuring Community Value

MABELLEarts anticipates continued increases in social cohesion and community well-being as a result of our work, which can be measured over time. MABELLEarts is contractually obligated by our funders to keep accurate statistics related to numbers and demographics of participants; number of unique engagement experiences; growth or reductions in community engagement and participation and shifts in community need. Each program has a robust system to track participation and engagement as well as a pre-designed evaluation plan to assess program outcomes against goals.

MABELLEarts will share quantitative and qualitative impacts of our work on a yearly basis so that TCH can continue to assess the value of the partnership. Please see Schedule F for our proposed plan to measure and track impact on tenants.

SCHEDULE A

A Brief History of Mabelle Arts Investments and Programming in Mabelle Park

2007 to 2012

- MABELLEarts brought 1,593 community members (85% TCH tenants) together with artists, gardeners and landscape architects to transform the Mabelle Park from a neglected thoroughfare into a vibrant art park and meeting place.
- Three summer staff positions awarded to TCH tenants totaling \$10,500.
- \$908,604 in programming funded by the Toronto Arts Council, the Ontario Arts Council, the Catherine Donnelly Foundation and multi-year funding from the Ontario Trillium Foundation.
- 5,250 unique engagement experiences* (85% tenants).

**unique engagement experiences - one participant takes part in a workshop, workbee, collaborative performance, event or other project designed to foster a culture of creative community participation and engagement.*

2012 to 2015

- \$150,000 in Section 37 funds secured by MABELLEarts awarded in 2012 and implemented in 2015 in partnership with Toronto Community Housing staff brings electrical to the park and a custom lighting system as well as new hardscaping;
- \$35,000 Weston Family Park Challenge creates gardens and addresses drainage issues;
- \$11,000 TD Friends of The Environment funds a shed and custom furniture in collaboration with residents using wood from trees felled in Mabelle Park (80% tenants);
- \$35,000 Rotary Club, Toronto Arts Council, Ontario Arts Council funds fire pit and public art elements co-created by residents (80% TCH tenants) and professional artists;
- Total capital improvements equaling \$231,000.
- Total Community Programming in this timeframe (not including capital): \$633,734
- 3,500 unique engagement experiences*/year (70 workshops, events, performances per year attended by an average of 50/) @ \$50/experience = \$175,000/yr x 4 years= \$700,000.

Iftar Nights on Mabelle Avenue (2010 to 2020)

- First intercultural event in Canada marking the holy month of Ramadan.
- 3000+ attendees (80% TCH tenants) - free to all - cash value \$40/ticket x 3000 = \$120,000.
- Animated by award-winning artists from across the Islamic World.

- Designed to counter potential Islamophobia on Mabelle Avenue by bringing together residents of all ages across real and perceived differences.
- Iftar Nights on Mabelle Avenue went digital in 2020. 120+ community members (60% tenants) worked with high-caliber artists to create new music, a podcast and various visual elements with an online audience of 15,000+.

“MABELLEarts changed how I see communities. It's like a fantasy world, with people crazier than your imagination. They make these incredible things that you couldn't dream of, or maybe you could, but they make them real.”

-Tenant and MABELLEyouth Leader, summer 2012 now working as a construction project manager.

SCHEDULE B

Program Plans and Projected Outcomes 2020 to 2026

The Mabelle Avenue Project (MAP)

- A multi-year strategy developed out of an extensive community consultation process with tenants, residents and political leaders.
- Positions MABELLEarts as an intermediary between TCH and tenants. MABELLEarts will create opportunities for tenants to communicate their program and service needs and desires and MABELLEarts will work with TCH and a range of community partners to deliver them in previously underutilized common areas. Underused spaces will be revitalized using a phased approach in order to accommodate new programs and services.
- A team of eight tenant leaders help steer MAP and access leadership training.
- Imagines substantial future improvements to existing community assets on the block owned by Toronto Community Housing but currently inaccessible to tenants including community rooms, common kitchens and a large recreation space in the basement of 5005 Dundas West.
- \$300,000 over three years from Toronto Pearson Airport supports community leadership, employment and the collaborative transformation of Mabelle Park.

Mabelle Park: Phase II Capital Improvements

- Small community hub and significant park improvements including an improved accessibility pathway, outdoor kitchen, new gardens and public art elements co-created by residents and professional artists.
- \$862,885 raised and \$1.6 million projected for phase one.

The MABELLE Pantry

After consulting with over 90 households (90% tenants), food security emerged as the biggest COVID challenge facing residents. In week two of COVID lockdown MABELLEarts developed a grocery delivery to the door service. Initially serving 10 vulnerable households, this emerging program has grown to serve over 333 households on the block (an estimated 500+ individuals) 80% of whom are tenants.

- Six tenants are employed by this program - two full time.
- Over 1951 unique deliveries/visits to the MABELLE Pantry - cash value \$30/visit - \$58,530 in food out to the community.

“I am truly amazed with your program and have already been talking to other agencies about your achievement in creating such a wonderful environment for people to access food. We all know that there can be such stigma in people accessing food banks, but I didn’t see a single person who appeared unhappy or stressed out about having to access your food bank! The feel was like entering a summerfarmer’s market. The sense of community was strong and beautiful.”

-Nikki McAlister, Community Engagement Coordinator - Daily Bread Food Bank, Etobicoke, North Toronto

Youth Engagement and Employment

- 46 youth take part in short and long-term volunteer projects and have so far contributed over 400 volunteer hours (70% tenants).
- 6 youth tenants have received over 40 hours of one-on-one post-secondary application and scholarship support resulting in across-the-board admittance and one substantial scholarship.
- MABELLEarts has employed 12 youth tenants for full-time summer employment since 2012.
- In 2018, MABELLEyouth staff took part in MABELLEarts first national project. Youth traveled to Vancouver and Montreal to collaborate with local youth, artists and Indigenous leaders on projects aimed at newcomers and asylum seekers (80% tenants).
- Since 2020, two youth tenants employed as full-time staff.

“I want to thank MABELLEarts for funding my ambitions, for the work experience and opportunities to learn new skills. Thank you for giving me a place where I can let my creative side run wild without any boundaries. Most of all, thank you for giving me a home away from home.”

-MABELLEyouth Leader and tenant

Micro-Business Training and Development for Women on Mabelle Avenue

- Since 2010, over 25 women have participated in the MABELLE Ladies Cooking Circle - a program that offers culinary training as well as wages to women who cook for large-scale community events (80% tenants).
- Since 2010, over \$50,000 paid out to participating women.
- In November 2019, MABELLEarts launched a program bringing together 11 MABELLE Ladies Cooking Circle participants with Food Activist Joshna Maharaj and LGA Architects to design a series of mobile snack stalls designed to serve as flexible staging grounds for culinary micro-businesses on Mabelle Avenue.

Vulnerable Seniors Community Engagement and Leadership

- \$500,000+ investment from United Way/Slaight Family covering 2021 to 2026 to support vulnerable seniors - one of the least served, most in need populations on the block.
- 70+ seniors accessing ongoing programming (90% tenants).
- 20+ taking on leadership of program development and identifying potential public space transformations on the block that are senior friendly.

“Quite often our tenants feel trapped in a closed culture... lack of opportunities, lack of resources, barriers to service. Through the lens of a tenant, MABELLEarts offers a larger world of opportunities, where they are introduced to new experiences and given opportunities to lead. Where they can see that becoming a leader is possible.”

-Joseph Greer, Past Community Service Coordinator for Mabelle/Dundas TCH

Total Valuation on Program Plans 2016 to 2026

\$3,060,000

Social Outcomes of our work on Mabelle Avenue

- Countless relationships between tenants formed across real and perceived differences
- Increased community safety and pride of place
- Marked lack of vandalism in Mabelle Park
- Youth engagement promotes healthy pathways through life
- Focus on newcomers and immigrants promotes social integration
- Focus on vulnerable seniors addresses social isolation and loneliness on Mabelle Avenue
- Focus on youth employment offers low income racialized youth interrupts entry into low-wage jobs and offers stronger career pathways
- Culture of community participation built over time promotes local problem-solving as evidenced by community run food program

SCHEDULE C

Inclusion Policy and Practices

People coming together across real and perceived differences is the source of our strength and the guiding principle of our work. Diversity of racial background; ethnicity; country of origin; ancestry; age; cultural/religious background; ability; gender, gender identity and sexuality among staff and artists strengthens our ability to collaborate with communities and effect change.

Our philosophy has grown out of a long-standing commitment to be in the communities in which we work, making art and sharing everyday life with people experiencing the systemic injustices of poverty, racism and marginalization. Through our long-term participation in community life at Mabelle, we have come to see the people who live here as creative, vibrant, dignified and whole. In turn, many of the people who live at Mabelle – be they newcomers from Africa, the Middle East, Southeast Asia or the Caribbean; or people whose ancestors were among the First Peoples on this land – have come to see MABELLEarts as a part of their community. Through this ever-developing relationship, we are able to create new artwork, offer workshops, events and activities that are culturally appropriate and grounded in life's rhythms, challenges and celebrations.

We view our work as a reciprocal process. Everyone involved at MABELLEarts, from TCHC tenants, professional artists to Etobicoke neighbours, has something to teach and learn. Art making and public space transformation is the fertile ground through which this learning takes place. Life stories, imagery and themes are shared across immense differences, under the guidance of skilled artists and others. What results is knowledge, understanding and community connection where there was isolation, and a sense of shared power where there was powerlessness.

Inclusion Practices

Our staff work closely with community members to understand and remove barriers to participation.

Our current inclusion practices include:

- Outreach by phone, from building lobbies and Mabelle Park to ensure that those who may not yet know about our work are encouraged to join;
- All engagement experiences (workshops, festivals, performances, events, outings, trainings and meetings) are free to attend;
- Cultural sensitivity: we look for artists and staff whose cultural backgrounds match those of the community;
- We provide free translation, interpretation (ASL and guided for visually impaired), snacks and childcare; and
- We've committed to building community capacity by hiring Mabelle residents and providing training as well as opportunities for mentorship from the broader community.

SCHEDULE D

Community Consultation Process

- **From 2007 to 2012**, MABELLEarts brought together 1,593 community members with artists, gardeners and architects to transform the Mabelle Park from a neglected thoroughfare into a vibrant art park and meeting place.
- **From 2012 to 2015** MABELLEarts and Toronto Community Housing worked together with tenants to implement capital improvements to Mabelle Park including an electrical system and lighting and hardscaping funded through a Section 37 contribution from the City of Toronto allocated to MABELLEarts.
- Additional funds from the W. Garfield Weston Foundation supported community garden and art projects like the wild garden and observation deck, the shed and meeting post. All projects were designed and implemented by artists and community members working together.
- **June 21st, 2016**, Justin Di Ciano’s office holds public consultation meeting at Islington Junior Middle School to gauge public interest in MABELLEarts spearheading additional improvements. Over 50 TCH tenants from Mabelle Avenue attended this meeting. TCH staff represented by John Kraljevic. Meeting attendees overwhelmingly express their desire to work with MABELLEarts on future park developments.
- **March 28th and 29th 2017**, City Councillor Justin Di Ciano puts forward motion to fund new improvements in the Mabelle Park through Section 37. Motion is approved.
- **April 2017** MABELLEarts strikes Mabelle Avenue Leadership Committee. Members: Pat Austin, Tasmeen Syed, Ruhela Syed, Fadwa Jibril, Nada and Nuha Johar, Bernadette Shuman, Faten Toubasi (80% TCH tenants)
- **May 12, 2017**, leadership team meets with Mayor John Tory and Council Justin Di Ciano to share initial plans related to Mabelle Park transformation Phase Two including plans for a four-season Clubhouse. In attendance: Mayor John Tory, Former Ward 5 City Councillor, Justin DiCiano, Community members: Tasmeen Syed, Farah Jibril, Ruhella Syed, Heather Millard, Osama Jibril, Fadwa Ghanem (50% TCH tenants).
- **February 8th, 2018**, the leadership team meets with and chooses architecture firm Levitt Goodman Architects. In attendance: Faten Toubasi, Nada Johar, Tasmeen Syed, Pat Austin, Nuha Johar, Farah Jibril, Omar Jibril, Fadwa Ghanem, Osama Jibril, Nick Vo, Aseel Mohamed (45% TCH tenants).
- **May 17th, 24th, 31st and June 7th 2018**, Janna Levitt (LGA) leads Park design workshops with Mabelle Kids and families. Community Consultations as part of annual Iftar Nights Festival “What Does Our Community Need?” Attended by 599 residents of all ages (80% TCH tenants). Drawing activities facilitated by MABELLEarts and LGA explored dreams for our community and captured tenant’s needs and desires related to programming and use of common areas. Movement exercise articulated potential sites for future Clubhouse.

- **May 22, 2018** Motion to approve additional funds to MABELLEarts is approved by Toronto City Council.
- **July 6, 2018**, MABELLE youth Ikram Osman and Osama Jibril spent time at LGA learning a bit about the architecture field (50% TCH tenants).
- **August 6, 2019** LGA conducts MABELLE Clubhouse orientation in the landscape consultation with youth summer team. In Attendance: Janna Levitt (LGA) with MABELLEyouth: Mohammed Johar, Nada Johar, Nuha Johar, Katherine Andrews, Tasmeen Syed (all TCH tenants).
- **May 23, 2019**, MABELLEarts summer youth staff team worked together with TCH staff to identify underutilized public amenities.
- **September 2019** MABELLEarts staff release Mabelle Avenue Project (MAP) Strategy Based on Community Consultation Processes outlined above.
- **November 1, 2019**, meeting with Mark Grimes office and TCH staff to discuss findings of Community Consultation Process. In Attendance: Mary Campbell, Senior Policy Advisor to Mark Grimes, Leah Houston, Artistic Director, MABELLEarts, Catarina Pires, TCH Program Manager - Design and Building Science, Neil Carter, TCH Manager, Stakeholder Relations (Acting), Branko Skrbic, TCH Government Relations, Joseph Greer, TCH Community Service Coordinator.
- **November 5, 2019**, meeting with Community Service Coordinator Joseph Greer and Community Leaders to share community consultation findings and present MAP. Community Leaders In Attendance: Mina Hagi Ali, Nada Johar, Nuha Johar, Pat Austin, Sayruq Farah, Seti Abdullhaxim, Tasmeen Syed, Amal Gure (all TCH tenants).

SCHEDULE E

Operating Budget

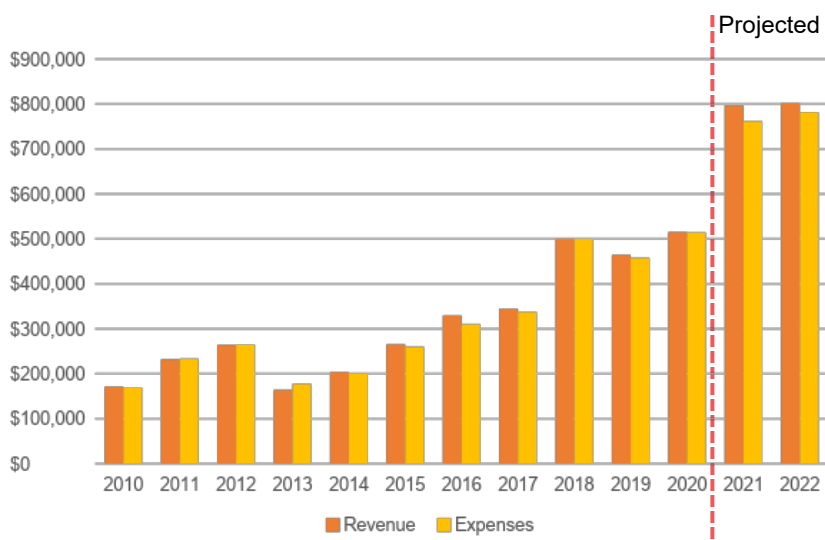
**MABELLEarts
Operating Plan & Budget 2020 -2022**

**How we Budget at MABELLEarts
Conservative, planned.**

The operating budget presented includes:

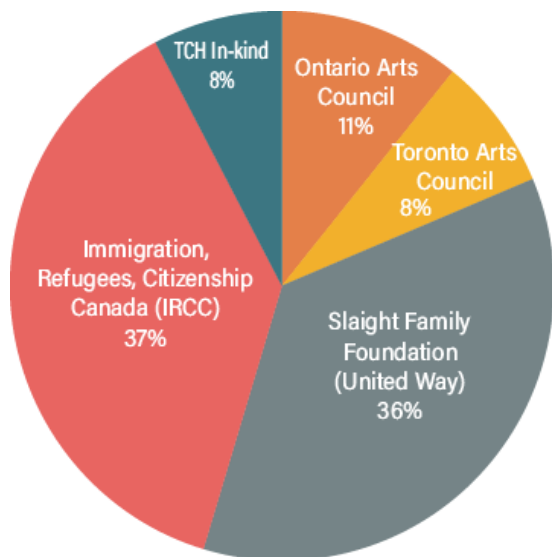
- All current staff
- Expenses for programs which already have secured funding
- All fixed costs (Admin and OH)
- New costs (grants or expenses) for programs not yet funded
- We forecast revenues using a “weighted” pipeline

Our Growth Trajectory



MABELLEarts continues a growth trajectory with revenue growth of 365% over the last ten years.

Operating Revenue



Long term funding and contribution agreements are in place and represent close to 40% of our **annual budget of \$796,902** for FY 2021-2022

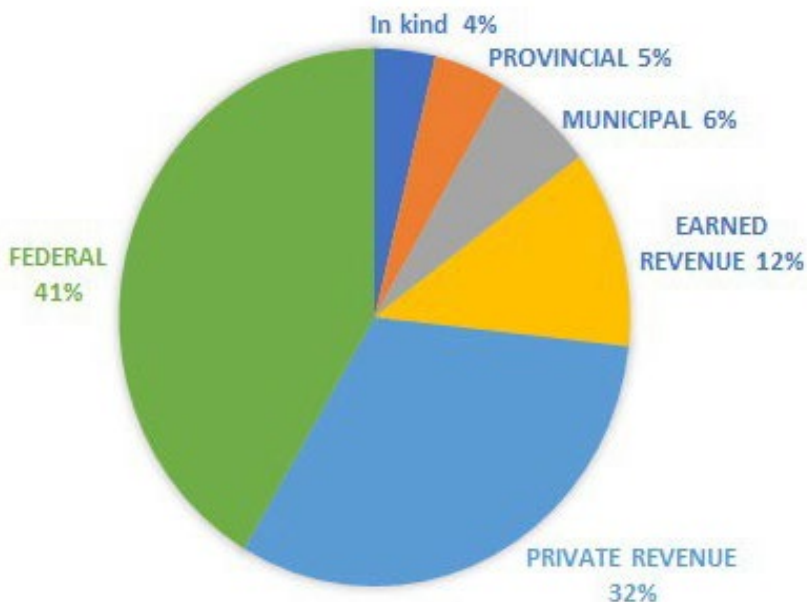
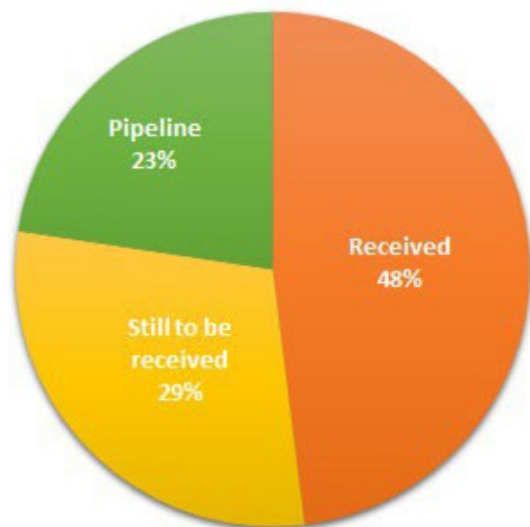
We work to secure at least 75% of our annual budget by the start of each fiscal year.

Multi-year Operating Revenue of \$305,500

Secured funding (received and yet to be received)

includes revenue we have already received and revenue that will be released by funders throughout the year.

Our Pipeline is weighted and includes pending grants, additional funding to be pursued according to funder deadlines and other prospects (individual giving, corporate funding & foundations).



Secured Revenue by Source

Earned revenue includes fee for service agreements and workshop fees

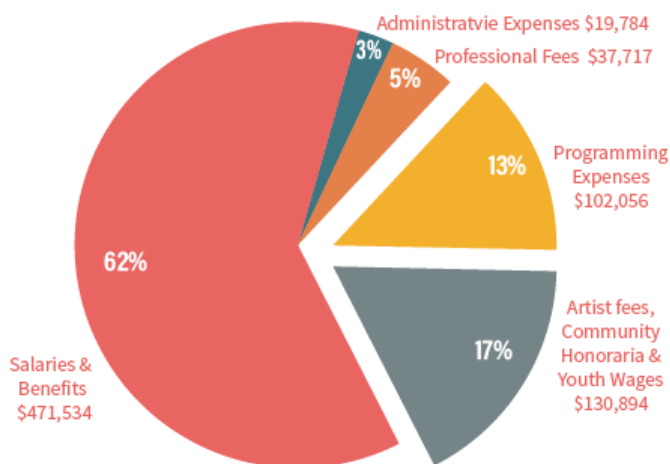
In Kind revenue reflects the use of space agreement with Toronto Community Housing.

Private revenue includes individual giving, private and corporate foundations.

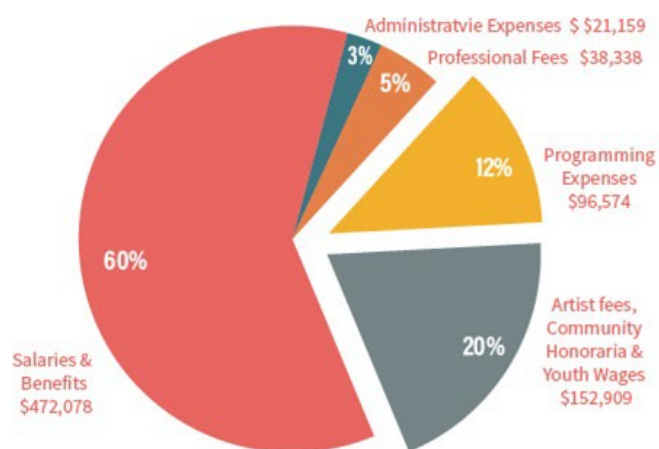
Who are our Funders & Supporters?



How we spend our resources – Investing in Community



Expenses 2020-2021 \$761,985

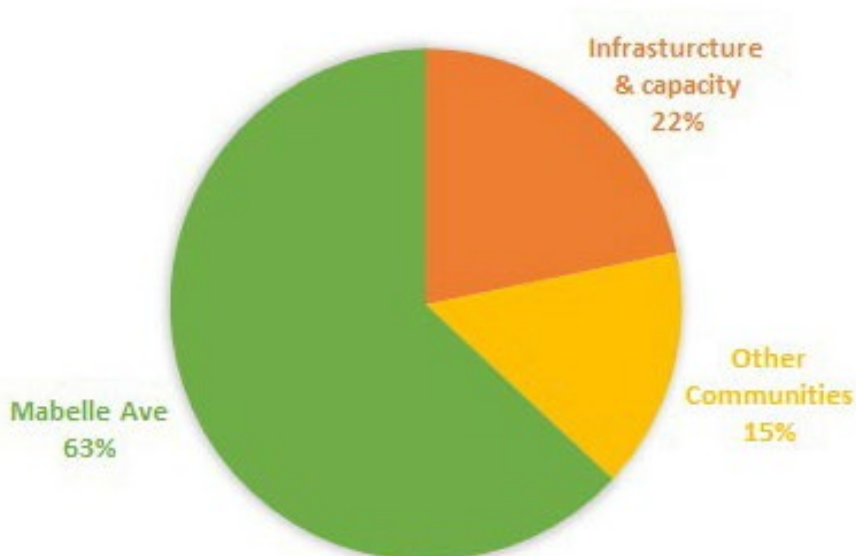


Expenses 2021-2022 \$781,058

Programming expenses include our food security program, local community leadership capacity building and infrastructure that enhances Mabelle Park.

We continue to keep our administrative expenses well below sector norms while investing in community members through local youth employment and community honoraria.

Expenses by Program



Mabelle Ave. Community Investment Programs include the Mabelle Ave. Project, economic development initiatives and leadership opportunities for youth, adults & seniors.

Programming for **Other Communities** focuses on newcomers and newcomer artists.

Infrastructure & Capacity Building includes core development activities, and capital project planning.

SCHEDULE F

Measuring Impact

MABELLEarts will provide Toronto Community Housing with a yearly report outlining the following:

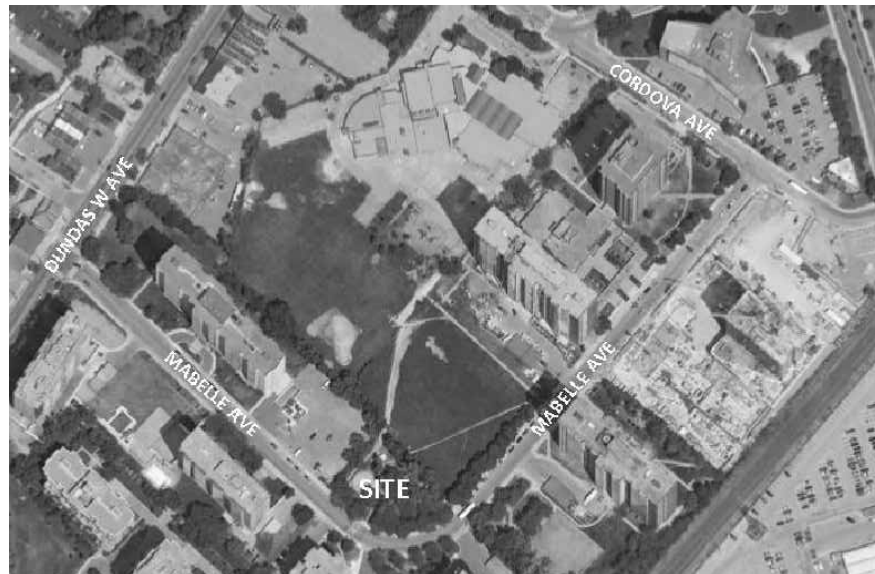
- Number of total participants
- Number of unique engagement experiences
- Number and ratio of participating tenants
- Number of tenants participating in economic development initiatives
- Number of tenants accessing employment
- Value of community programming
- Value of capital improvements
- Number of community partners serving tenants thanks to MABELLEarts
- Tenant testimonials: 2 each from youth, adults, children and seniors
- Participant surveys tracking shifts in community view points and likelihood of participating and/or leading in other life areas
- New skills leading to potential employability increases among tenants
- Achieved goals and outcomes as well as challenges
- Outcomes of yearly community consultation process
- Photos and/or videos showing tenants in action and engaged in projects, programs and events

MABELLE ARTS CLUBHOUSE

Issued for Preliminary Project Review - Draft



Exterior Perspective



Context

Drawing List

- A00 Cover
- A01 Survey
- A02 Existing Site Plan
- A03 Proposed Site Plan
- A04 Proposed Floor Plan
- A05 Proposed Elevations
- A06 Proposed Section

Architect:

LGA Architectural Partners
 310 Spadina Ave # 100B,
 Toronto, ON M5T 2E8

Contact: Janna Levitt
 Phone: 416-203-7600 Ext 331
 Email: janna@lga-ap.com

Scope of Work:

Proposed 1 Storey Building
 and Garden Shed

Owner

Leah Houston
 5005 Dundas Street West
 Toronto ON
 M9A 4Y6

Phone: 647 989 0807

Project Statistics

Lot Area 2037 m²
 Coverage 6.18 %

Proposed 1 Story Building GFA 105 m²
 Proposed Garden Shed GFA 21 m²

Parking - N/A
 Loading - N/A

**Mabelle Arts has a 20 year lease
 for their building on the site**



310 Spadina Ave, Suite 100B
 Toronto, Ontario, Canada M5T 2E8
 T: 416 203 7600 F: 416 203 3342
 lga-ap.com

PROJECT NO: 19851
 SCALE:
 DRAWN BY:
 REVIEWED BY:

NOTE: This drawing is the property of the architect and may not be reproduced or used without the expressed consent of the architect. The contractor shall be responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the architect and obtain clarification prior to commencing work.

ISSUE DATE:

NO.	DATE	DESCRIPTION
01	2020.08.07	ISSUED FOR PPR DRAFT
01	2021.03.25	ISSUED FOR PPR DRAFT

PROJECT:

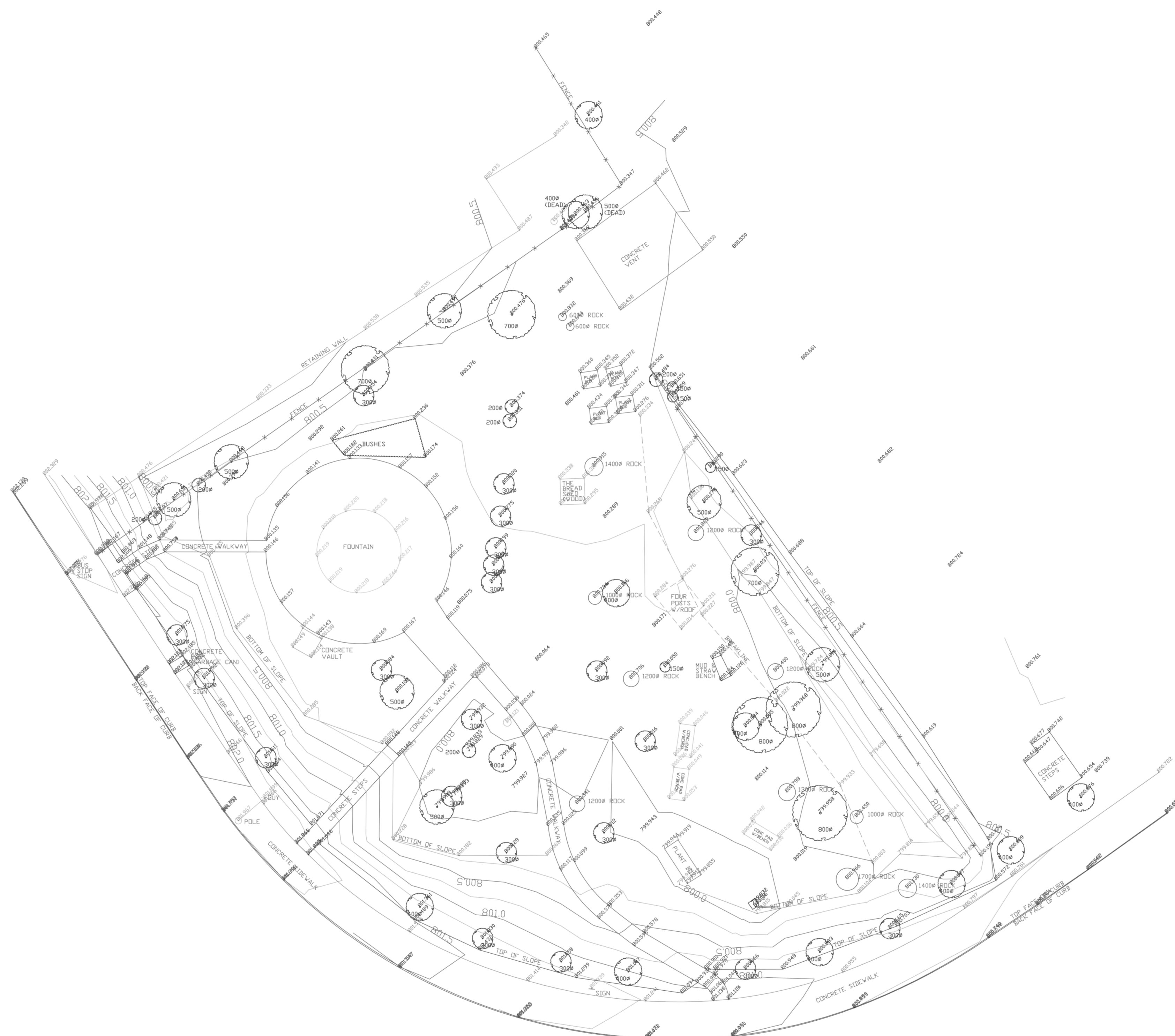
Mabelle Arts Clubhouse

DRAWING TITLE:

Cover

DRAWING NO:

A00
41



MABELLE PARK
EXISTING TOPO

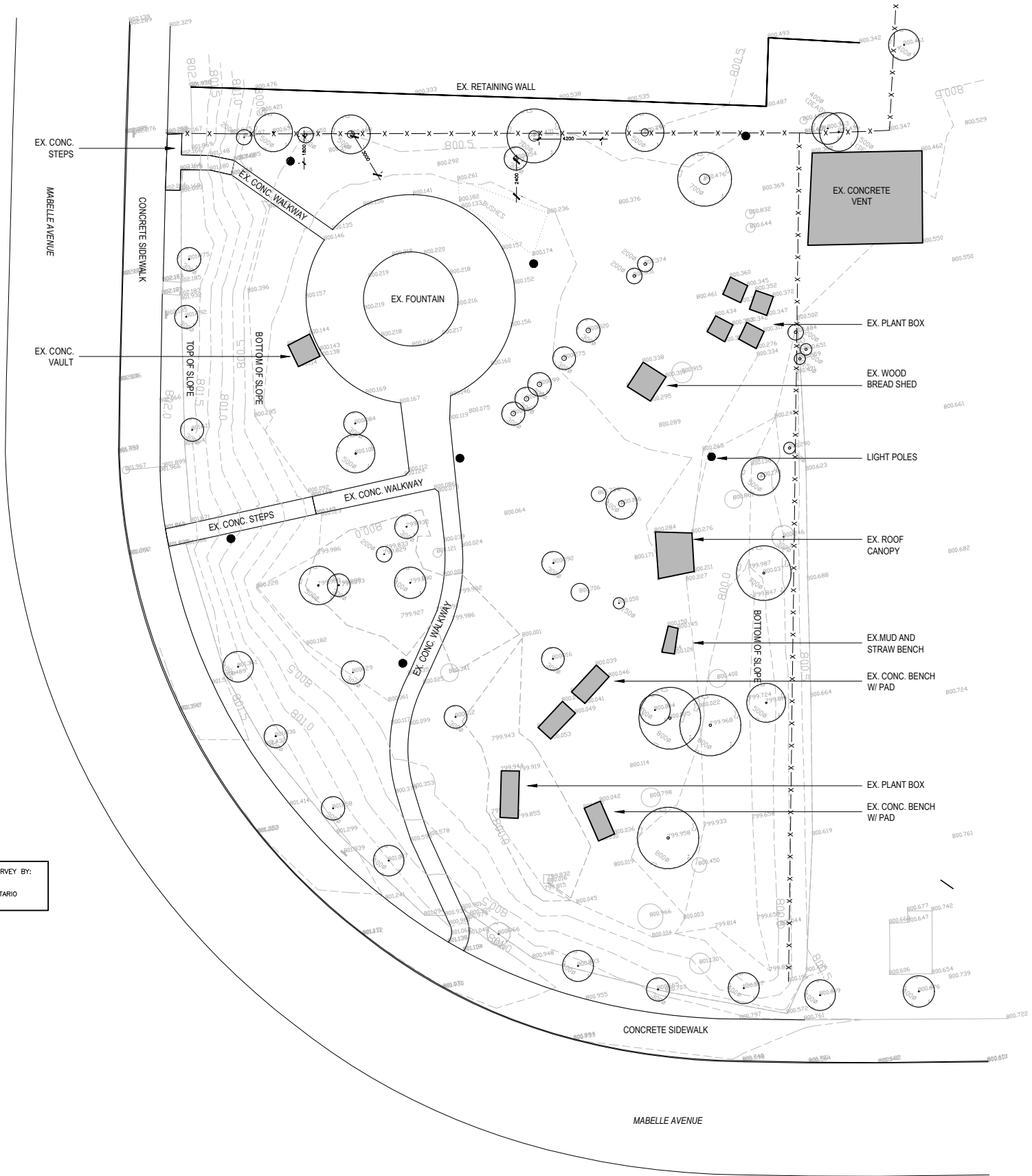
GENERAL NOTES



Strada Survey Inc.
41 Gaudaur Road, Unit A1
Vaughan, Ontario
L4L 3R8
Phone: 905-850-5088
Fax: 905-850-7033
www.stradasurvey.com

DRAWN BY: LjH	DATE OF SURVEY: OCT 30/12	PROJECT NUMBER: S125241
CHECKED BY: SS	CLIENT: MABELLE ARTS	SHEET No. 1 of 1
DATE: NOV 01/12	SCALE: 1:200	

F:\2012\Mabelle\MabelleTopo-October30-2012.dwg



INFORMATION ON SITE PLAN BASED ON SURVEY BY:
 STRADA SURVEY INC.
 41 GAUDER ROAD, UNIT A1, VAUGHAN, ONTARIO
 NOVEMBER 01, 2012.



310 Spadina Ave, Suite 100B
 Toronto, Ontario, Canada M5T 2E8
 T: 416 203 7600 F: 416 203 3342
 lga-ap.com

PROJECT NO: 19851
 SCALE:
 DRAWN BY:
 REVIEWED BY:

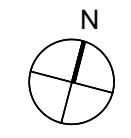
NOTE: This drawing is the property of the architect and may not be reproduced or used without the expressed consent of the architect. The contractor shall be responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the architect and obtain clarification prior to commencing work.

ISSUE DATE:

NO.	DATE	DESCRIPTION
01	2020.08.07	ISSUED FOR PPR DRAFT
01	2021.03.25	ISSUED FOR PPR DRAFT

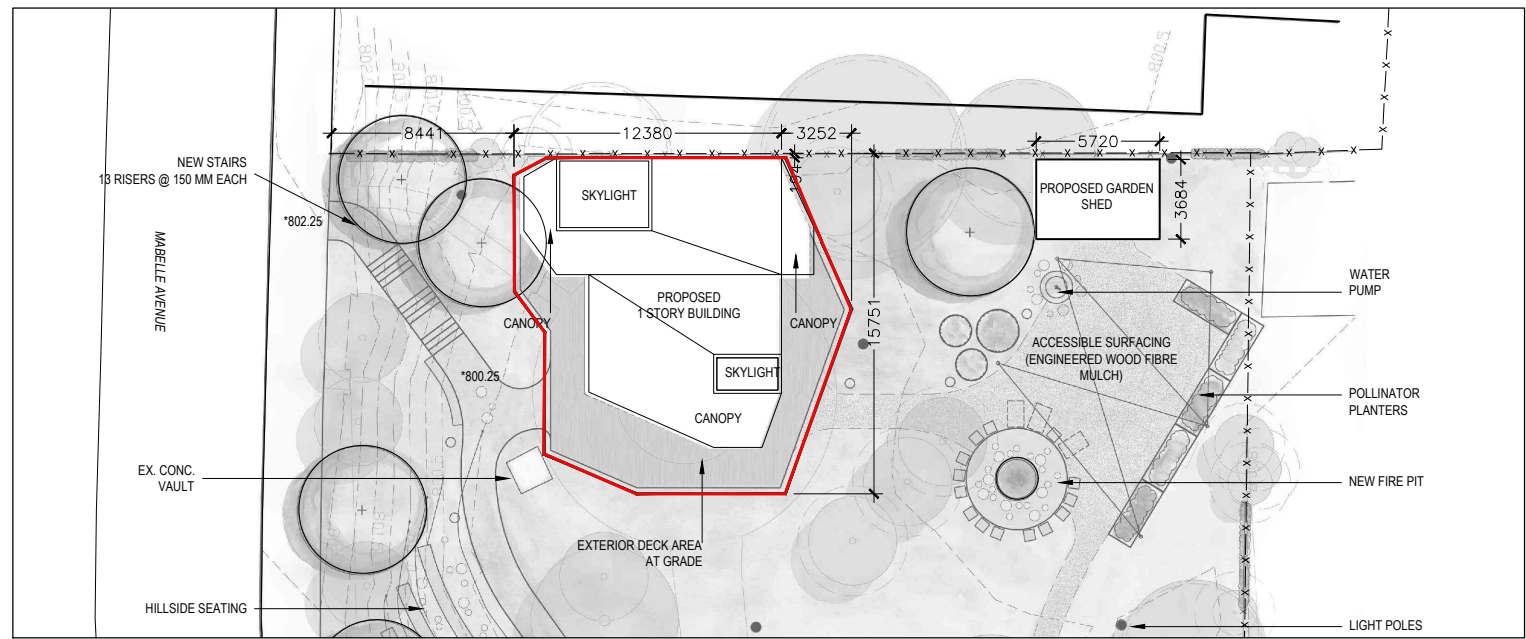
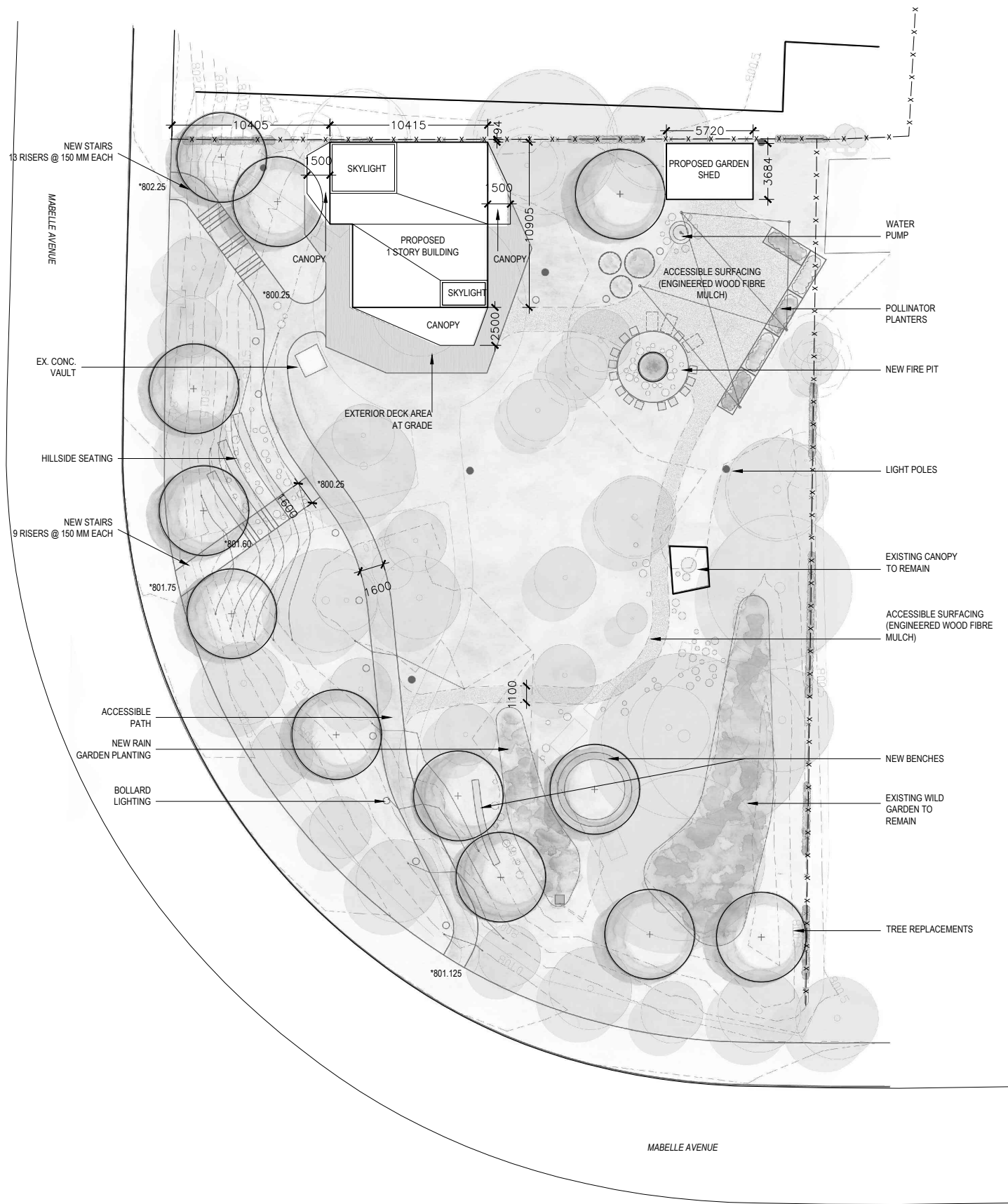
PROJECT:
 Mabelle Arts Clubhouse

DRAWING TITLE:
 Existing Site Plan
 Scale 1:350 @ 11x17



DRAWING NO:

A02
 43



Proposed Site Plan - Extent of building including Roof overhang & Deck (deck outline has been offset 300mm to allow for structural changes as the design is finalized)

ISSUE DATE:

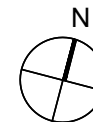
NO.	DATE	DESCRIPTION
01	2020.08.07	ISSUED FOR PPR DRAFT
01	2021.03.25	ISSUED FOR PPR DRAFT

PROJECT:

Mabelle Arts Clubhouse

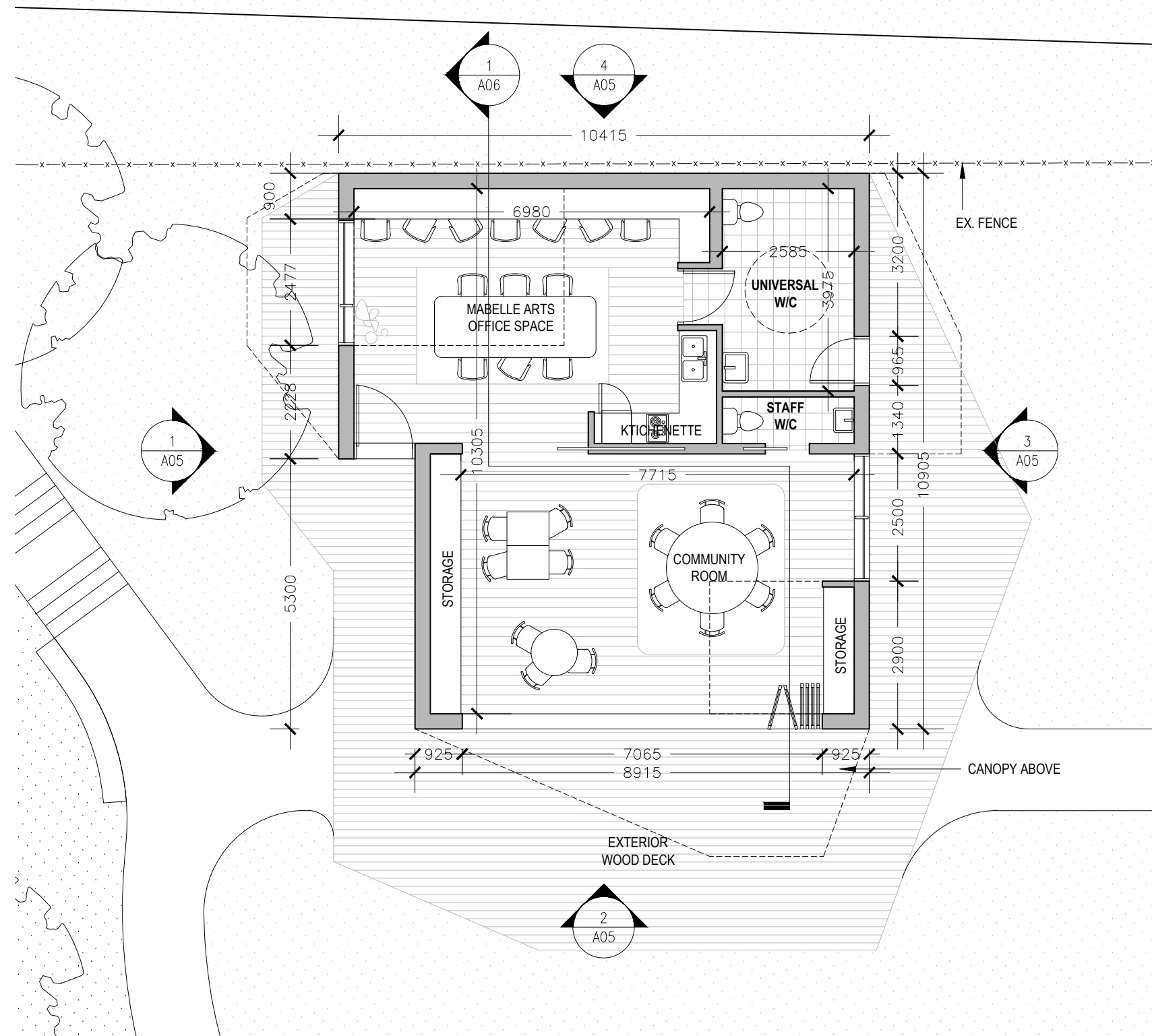
DRAWING TITLE:

Proposed Site Plan
Scale 1:350 @ 11x17



DRAWING NO:

A03
44



ISSUE DATE:

NO.	DATE	DESCRIPTION
01	2020.08.07	ISSUED FOR PPR DRAFT
01	2021.03.25	ISSUED FOR PPR DRAFT

PROJECT:

Mabelle Arts Clubhouse

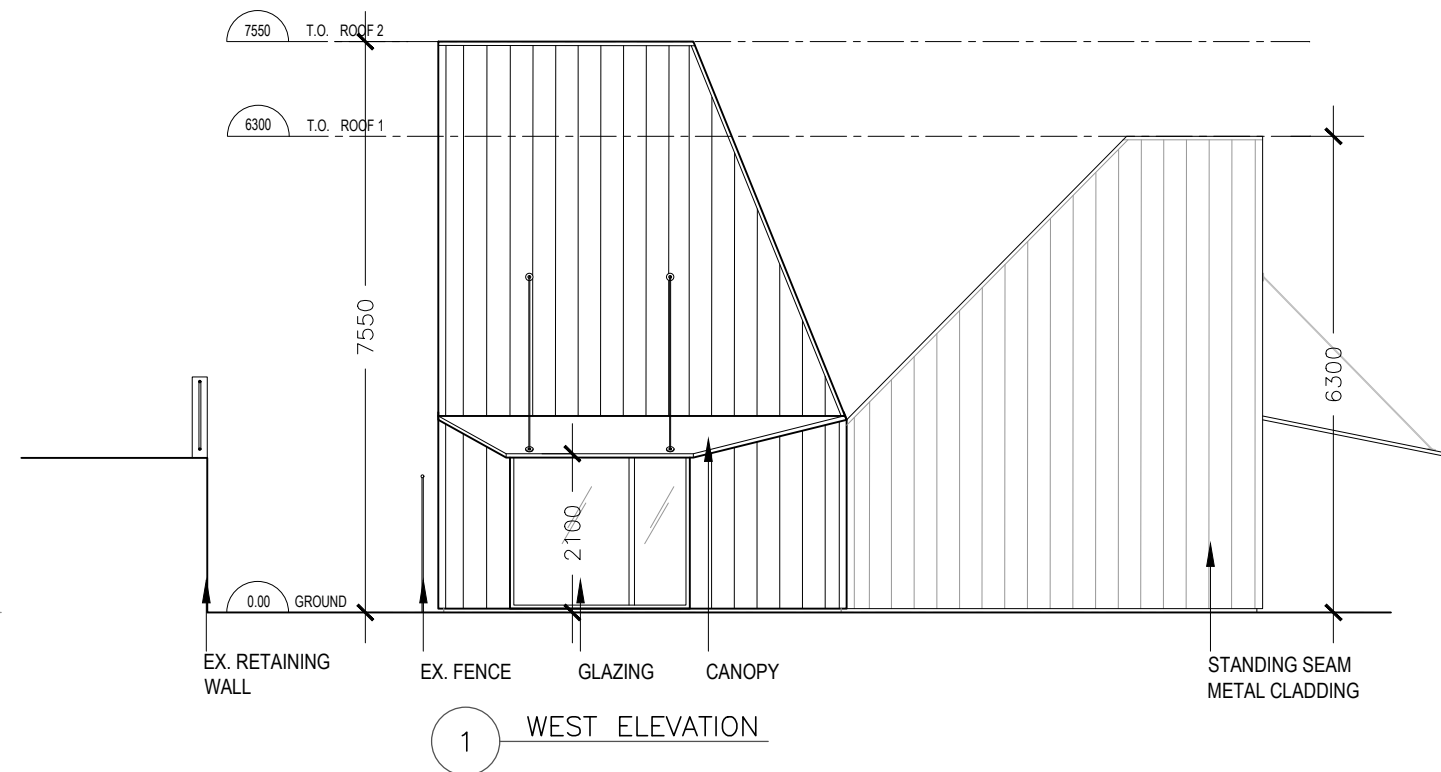
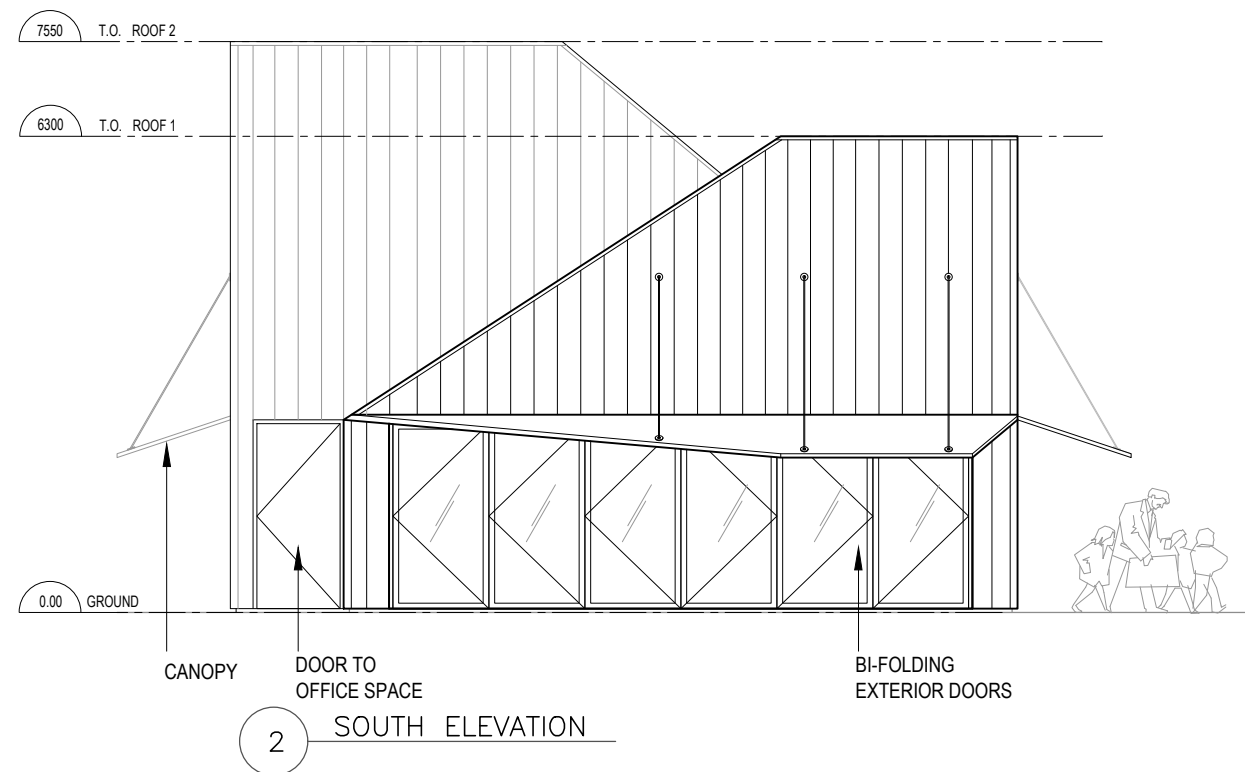
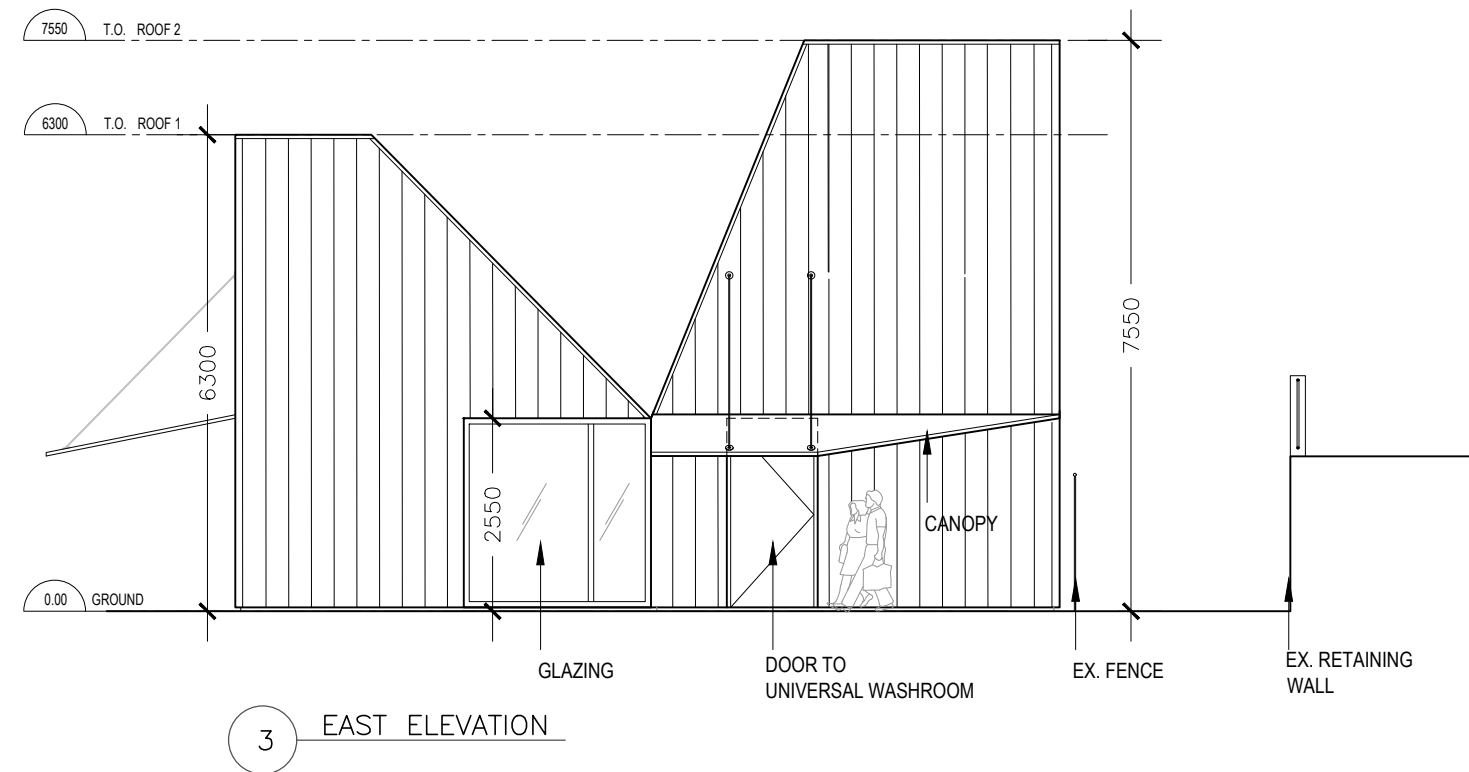
DRAWING TITLE:

Proposed Floor Plan
 Scale 1:100 @ 11x17

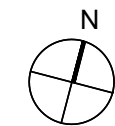


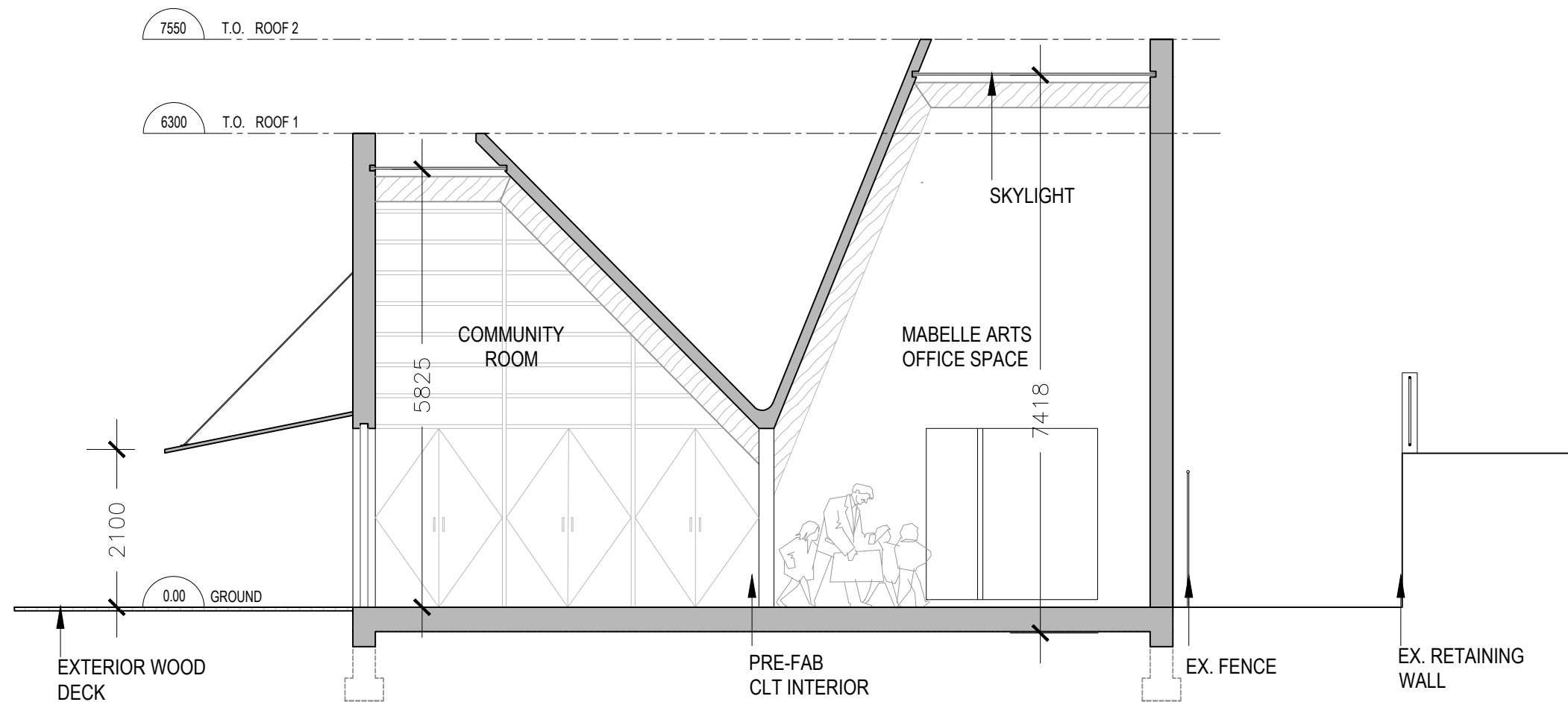
DRAWING NO:

A04
45



NO.	DATE	DESCRIPTION
01	2020.08.07	ISSUED FOR PPR DRAFT
01	2021.03.25	ISSUED FOR PPR DRAFT





ISSUE DATE:

NO.	DATE	DESCRIPTION
01	2020.08.07	ISSUED FOR PPR DRAFT
01	2021.03.25	ISSUED FOR PPR DRAFT

PROJECT:

Mabelle Arts Clubhouse

DRAWING TITLE:

Proposed Section
 Scale 1:75 @ 11x17



DRAWING NO:

A06
 47