

Authority: Humber York Community Council Report No. 9, Clause No. 1,
adopted as amended, by City of Toronto Council on November 6, 7 and 8, 2001
Enacted by Council: November 8, 2001

CITY OF TORONTO

BY-LAW No. 985-2001

To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to the lands known as 1912 St. Clair Avenue West, 761 Keele Street, 35, 65, 117 and parts of 135, 141 and 153 Weston Road.

WHEREAS the Council of the City of Toronto has been requested to amend its zoning by-law, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990 c.P. 13, respecting the lands municipally known in the year 2001 as 1912 St. Clair Avenue West, 761 Keele Street, 35, 65, 117 and parts of 135, 141 and 153 Weston Road; and

WHEREAS the Humber York Community Council conducted a public meeting on October 23, 2001 under Section 34 of the *Planning Act* regarding the Zoning Amendment; and

WHEREAS the Council of the City of Toronto, at its meeting held November 6, 7, and 8, 2001 determined to amend Zoning By-law No. 438-86, as amended, for the former City of Toronto;

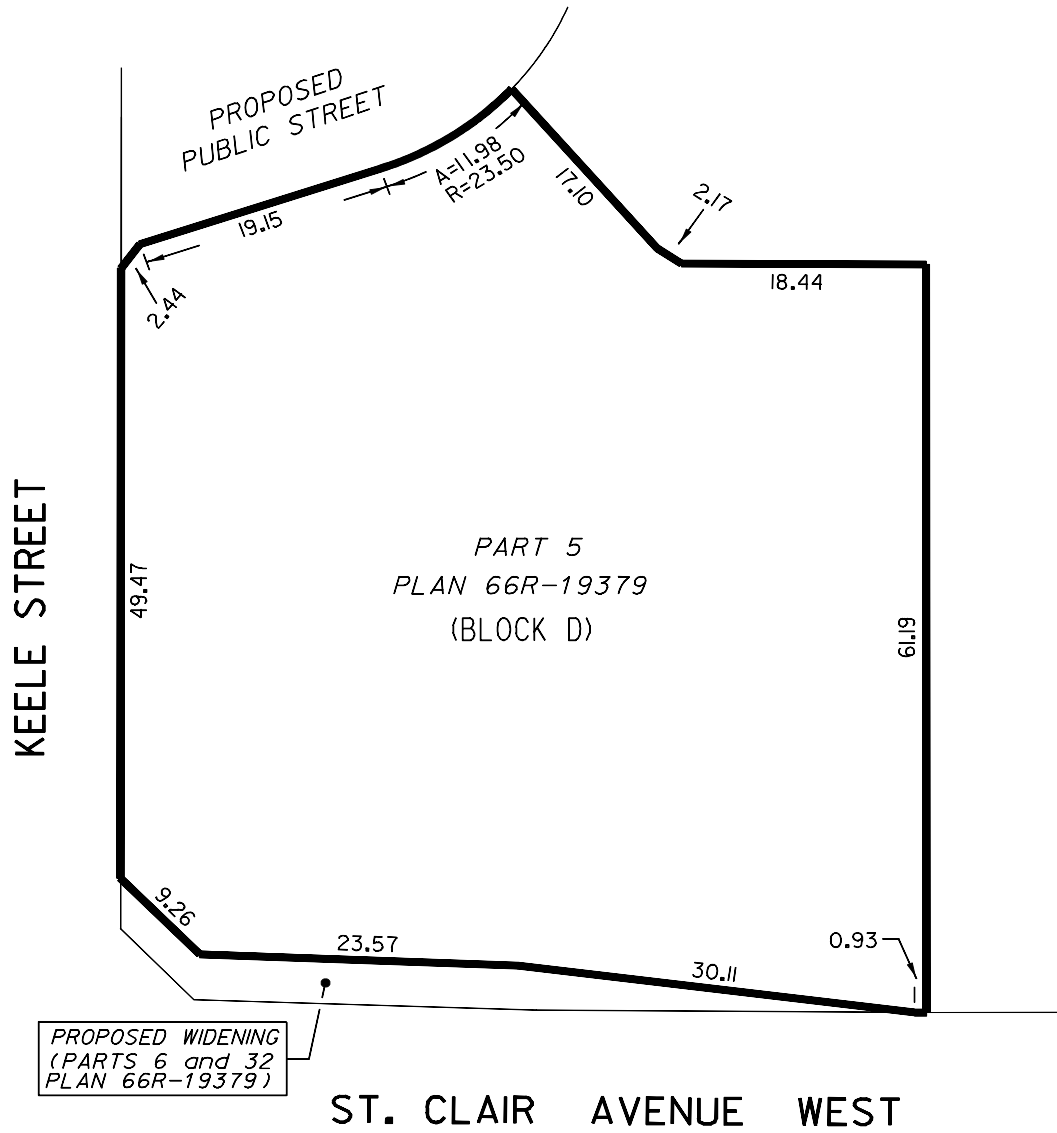
The Council of the City of Toronto HEREBY ENACTS as follows:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this By-law are permitted subject to compliance with the conditions set out in this By-law and in return for the provision by the *owner* of the *Site* of the facilities, services and matters set out in Appendix 1 hereof, the provision of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
2. Upon execution and registration of an agreement or agreements by the *owner* of the *Site*, pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *Site* is subject to the provisions of this By-law.
3. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended, being "A By-law to regulate the use of land and the erection, use bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto", shall continue to apply to the *Site*.
4. District Maps Nos. 47K-313 and 48K-311 contained in Appendix "A" of By-law No. 438-86, as amended, are respectively further amended by redesignating,
 - (a) to R2 Z0.35 the lands outlined by heavy lines on Plan 1 attached to and forming part of this by-law and as shown thereon as R2 Z0.35, and
 - (b) to G the lands outlined by heavy lines on Plan 1 attached to and forming part of this by-law and as shown thereon as G.

5. Height and Minimum Lot Frontage Map Nos. 47K-313 and 48K-311 contained in Appendix “B” of the said By-law No. 438-86, as amended, are further amended by redesignating the lands shown outlined by heavy lines on Plan 2 attached to and forming part of this By-law to “H10.0” as shown on the said Plan 2.
6. Section 12(1) of By-law No. 438-86, as amended, is further amended by adding a new exception as follows:

“451. to prevent the erection or use any building or structure within,

- (i) the lands shown as BLOCKS A through F on the Map at the end of and forming part of the restrictive exception contained in Section 12(2) 331 for no more than two temporary sales showrooms for the purposes of marketing *dwelling units* provided the *total floor area* of each showroom does not exceed 175 square metres, and
- (ii) the area shown as BLOCK D on the Map at the end of and forming part of this exception, as a *mixed-use building* provided the *mixed-use building* may have only those uses permitted in a CR district by Section 8(1)(f)(b)(iv) and a *medical/dental office*, office and *day nursery*, the total *non-residential gross floor area* on the said area does not exceed 2,000 square metres and the total combined *residential gross floor area* of such *mixed-use building* and any permitted *apartment building* on the Block does not exceed 11 000 square metres”.



LANDS REFERRED TO IN SECTION 12(1)451

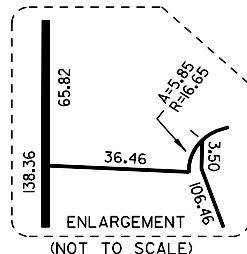
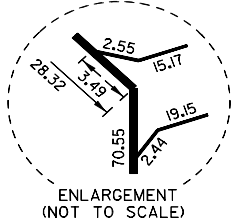
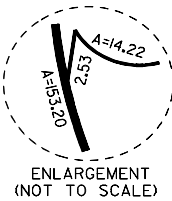
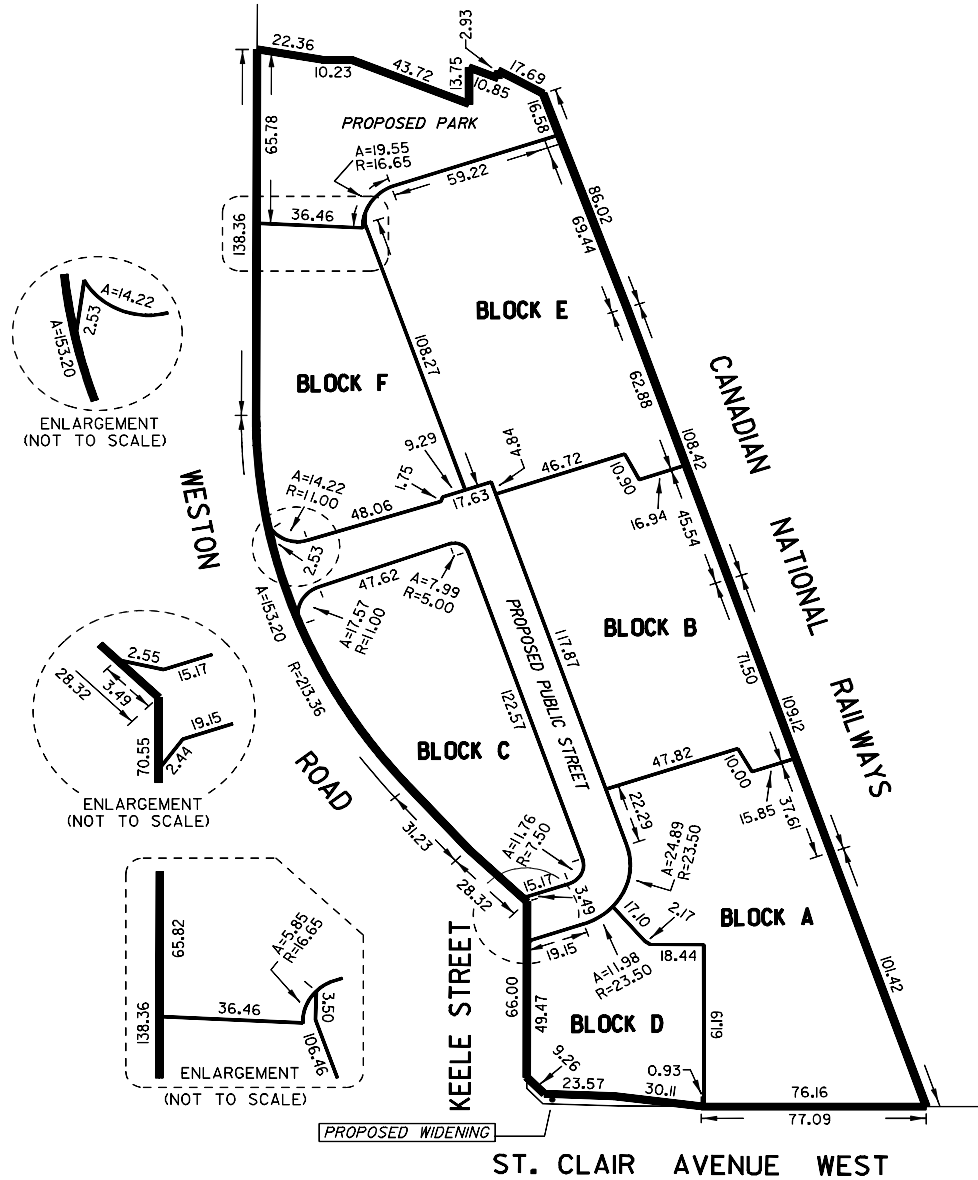


WORKS AND EMERGENCY SERVICES
 SURVEY AND MAPPING SERVICES
 TORONTO NOVEMBER, 2001
 SEC01/121451.DGN
 FILE: S32-Z54 DRAWN: PG
 MAP Nos. 47K-313, 48K-311

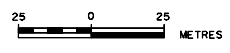
7. Section 12(2) of By-law No. 438-86, as amended, is further amended by adding a new exception as follows:

“331. No person shall, notwithstanding Section 6(1)(f), within the area shown within the heavy lines on the Map at the end of and forming part of this exception, erect or use any building or structure for any purpose other than:

- (i) *apartment buildings* in the form of stacked townhouses and uses *accessory* thereto, with the above grade portion of each *apartment building* located entirely within a BLOCK as shown on the said Map, and a *public park*; and
- (ii) on that part of the said area shown as BLOCK D, one *apartment building* in the form of a stacked townhouse and one *mixed-use building* permitted by the permissive exception contained in Section 12(1) 451”.



LANDS REFERRED TO IN SECTION 12(2)331



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SEC01/S122331.DGN
FILES: 532-Z54.2402.53-3
MAP Nos. 47K-313, 48K-311
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8. None of the provisions of Section 2(1) with respect to the definition of “*lot*” and Sections 4(2)(a), 4(4), 4(6), 4(11), 4(12), 4(16), 6(3) PART I 1, 6(3) PART II 2, 6(3) PART II 3, 6(3) PART II 4, 6(3) PART II 5, 6(3) PART II 6, 6(3) PART III 1 (b), 6(3) PART VII 1 and 6(3) PART IX (a) and (b) shall apply to prevent the erection and use of *apartment buildings* in the form of stacked townhouses on any of the *Blocks*, and, only on *Block D*, one *apartment building* in the form of a stacked townhouse and one *mixed use building*, all provided that:
- (1) The maximum total combined *residential gross floor area* of all buildings or structures erected within the *Site* shall not exceed 50,530 square metres, the maximum *non-residential gross floor area* of the *mixed-use building* on *Block D* is 2,000 square metres, and no person shall erect or use a building or structure within any *Block*:
 - (i) where the number of *apartment buildings* in such *Block* exceeds the number of *apartment buildings* listed for such *Block*, as identified in Column A below, within the corresponding row in Column B;
 - (ii) where the highest part of such building or structure in such *Block* [other than a *mixed-use building* on *Block D*] exceeds the maximum height above *grade* listed for such *Block*, as identified in Column A below, within the corresponding row in Column C;
 - (iii) where the combined *residential gross floor area* of all buildings or structures within such *Block* exceeds the maximum *residential gross floor area* listed for such *Block*, as identified in Column A below, within the corresponding row in Column D;
 - (iv) where any building on a *Block* other than *Block D* contains *non-residential gross floor area*;
 - (v) where the minimum number of *parking spaces* provided for resident parking in such *Block* does not comply with the ratio listed for such *Block*, as identified in Column A below, within the corresponding row in Column E;
 - (vi) where the minimum number of *parking spaces* provided for visitor parking in such *Block* does not comply with the ratio listed for such *Block*, as identified in Column A below, within the corresponding row in Column F; and,
 - (vii) where the amount of *landscaped open space* provided in such *Block* is less than the percentage of the area of such *Block*, as identified in Column A below, within the corresponding row in Column G.

Column A	Column B	Column C	Column D	Column E	Column F	Column G
<i>Block</i>	Maximum Number of <i>Apartment Buildings</i> permitted in each <i>Block</i>	Maximum height above <i>grade</i> of each building or structure within each <i>Block</i>	Maximum combined <i>Residential Gross Floor Area</i> permitted in each <i>Block</i>	Minimum Resident Parking (per <i>dwelling unit</i>) required for each <i>Block</i>	Minimum Visitor Parking (per <i>dwelling unit</i>) required for each <i>Block</i>	Minimum <i>Landscaped Open Space</i> required for each <i>Block</i>
<i>A</i>	4	14.5 metres	6,700 square metres	0.94	0.12	30 %
<i>B</i>	4	14.5 metres	6,510 square metres	0.9	0.1	30 %
<i>C</i>	5	16.5 metres	11,020 square metres	0.9	0.1	30 %
<i>D</i>	1	23.5 metres	11,000 square metres	0.9	0.1	15 %
<i>E</i>	4	14.5 metres	6,510 square metres	0.94	0.12	25 %
<i>F</i>	5	16.5 metres	8,790 square metres	0.9	0.1	30 %

Block D Mixed Use Building

- (2) On *Block D*, a *mixed-use building* and an *apartment building* is permitted provided:
- (i) there is only one *mixed-use building* and one *apartment building* on *Block D*,
 - (ii) no portion of such *mixed-use building* exceeds a height of 30.5 metres above *grade*,
 - (iii) the total *non-residential gross floor area* of such *mixed-use building* does not exceed 2 000 square metres, and

- (iv) the total combined *residential gross floor area* of such *mixed-use building* and *apartment building* does not exceed 11 000 square metres.

Dwelling Unit Size

- (3) At least 30% of the *dwelling units* provided on each *Block* meet the following maximum size requirements:

Dwelling Unit Type	Maximum Unit Size
<i>Bachelor dwelling unit</i>	46.5 square metres
One bedroom <i>dwelling unit</i>	63.0 square metres
Two bedroom <i>dwelling unit</i>	82.0 square metres
Three bedroom <i>dwelling unit</i>	103.0 square metres

Maximum Loading Requirement

- (4) A maximum of one *loading space – Type G* is permitted to be provided and maintained within each *Block*.

Build-to-Zone

- (5) (a) No person shall erect or use a building or structure or part thereof within *Block C*, unless such building has a *Build-to-Wall* and,
- (i) the linear length of such *Build-to-Wall* occupies a minimum of 70% of the length of the said *Build-to-Zone* applicable to *Block C*; and,
 - (ii) such *Build-to-Wall* occupies at least 70% of the area of the plane created by the linear length of the said *Build-to-Zone* applicable to *Block C*, and the vertical height of such *Build-to-Wall*, provided that such *Build-to-Wall* contains at least two storeys;
- (b) No person shall erect or use a building or structure or part thereof within *Block F*, unless such building has a *Build-to-Wall* and,
- (i) the linear length of such *Build-to-Wall* occupies a minimum of 70% of the length of the said *Build-to-Zone* applicable to *Block F*; and,
 - (ii) such *Build-to-Wall* occupies at least 70% of the area of the plane created by the linear length of the said *Build-to-Zone* applicable to *Block F*, and the vertical height of such *Build-to-Wall*, provided that such *Build-to-Wall* contains at least two storeys;

Distance Between External Facing Walls

- (6) (a) No person shall erect or use a building or structure, having a front wall facing the front wall of another building or structure, unless each such wall is separated by at least 11 metres;
- (b) No person shall erect or use a building or structure, having a front wall facing the side wall of another building or structure, whether or not the side wall has openings, unless each such wall is separated by at least 7 metres; and
- (c) No person shall erect or use a building or structure, having a side wall facing the side wall of another building or structure, whether or not the side wall has openings, unless each such wall is separated by at least 2.4 metres;

Front Yard Set Back

- (7) No person shall erect or use a building or structure or part thereof closer to the *front lot line* than 1.2 metres.

9. For the purposes of this By-law, the following expressions shall have the following meaning:

- (a) “*Block A*”, “*Block B*”, “*Block C*”, “*Block D*”, “*Block E*” and “*Block F*” mean those lands respectively identified as BLOCK A, BLOCK B, BLOCK C, BLOCK D, BLOCK E and BLOCK F as shown on Plan 3 attached hereto, and “*Block*” shall mean any one thereof.
- (b) “*Build-to-Wall*” means the portion of the vertical exterior face of a building which is located within a *Build-to-Zone*,
- (c) “*Build-to-Zone*” means the Build-to-Zones shown on Plan 4 attached hereto,
- (d) “*City*” means the City of Toronto,
- (e) “*owner*” of the *Site* means the owner of the fee simple of the *Site*,
- (f) “*Site*” means those lands outlined by heavy lines on each of Plans 1, 2 and 3 attached hereto, and

- (g) each other word or expression, which is italicized in this by-law, shall have the same meaning as each such word or expression as defined in the said By-law No. 438-86, as amended.

ENACTED AND PASSED this 8th day of November, A.D. 2001.

CASE OOTES,
Deputy Mayor

ULLI S. WATKISS
City Clerk

(Corporate Seal)

APPENDIX 1

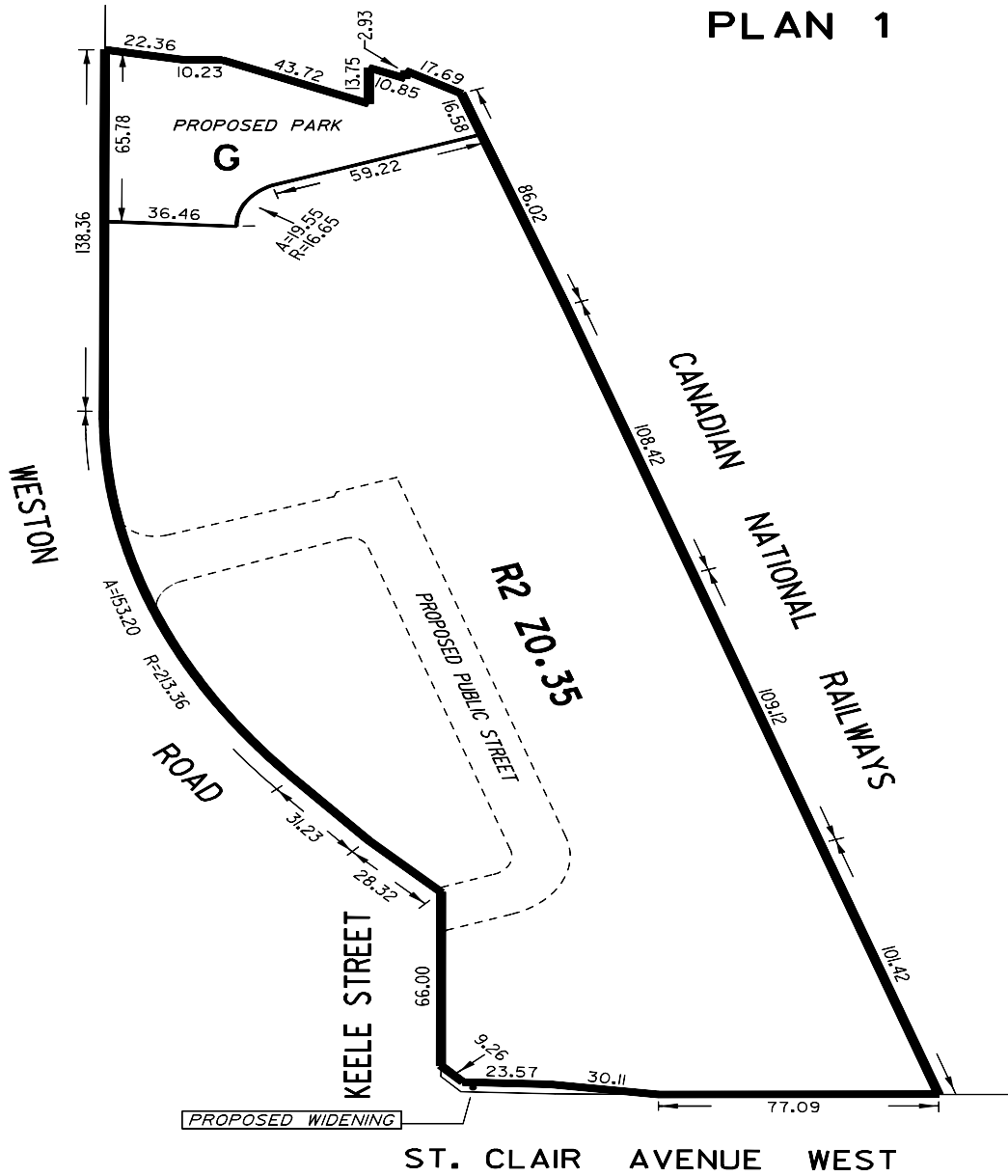
SECTION 37 PROVISIONS

The facilities, services and matters set out herein are the facilities, services and matters required pursuant to Section 37(1) of the *Planning Act*, the provision of which to the *City* by the *owner* of the *Site* shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*:

1. The *owner* is to ensure that the phased development of the *Site* is to the satisfaction of the *City*, including requirements for the matters to be secured such as an overall municipal servicing and grading plan and a Stormwater Management Report and requirements with respect to each phase such as, site integration, loading, interim use of balance of *Site*, construction staging and temporary landscaping,
2. The *owner* is to satisfy all environmental matters such as soil and groundwater management, the environmental remediation of the entire *Site* and lands to be conveyed to the *City*, provision of a Record of Site Condition, remediation of any contamination from the *Site* into adjacent streets, historical review of *Site* and building audits, demolition and dust control, air quality, noise and vibration, the monitoring of de-watering and a commitment to mitigate as and where required by the *City*,
3. The *owner* is to agree to development control matters such as, urban design and site plan conditions,
4. The *owner* shall provide all matters needed to service the *Site*, including the retention of a satisfactory consulting engineer, the conveyance of land for a turn lane, the conveyance and construction of a new public street and all required letters of credit, detailed design drawings, inspection fees, utilities, and timing of the completion of the new public street, letters of credit for the installation of traffic control signals and any mitigating measures to address delays to TTC service, all costs associated with any required traffic alterations and the provision of space within the development for the construction of any transformer vaults, Hydro, Bell maintenance and sewer maintenance holes,
5. The *owner* shall enter into an escrow agreement to hold the lands to be conveyed, agree to the timing of the remediation and conveyance of all lands,
6. The *owner* shall, in respect of the park land, also agrees to the construction and installation of base park improvements and pedestrian access from Weston Road, provide an easement to permit public access to the park through the *Site*, provide a street planting plan, all required letters of credit, certification of completed work and be responsible for an environmental assessment of the lands to be conveyed as parkland, and additional matters in respect to cash-in-lieu,
7. The *owner* shall comply with the *City*'s 1% public art policy,
8. The *owner* shall make payments of: \$200.00 per residential dwelling unit for a community centre,

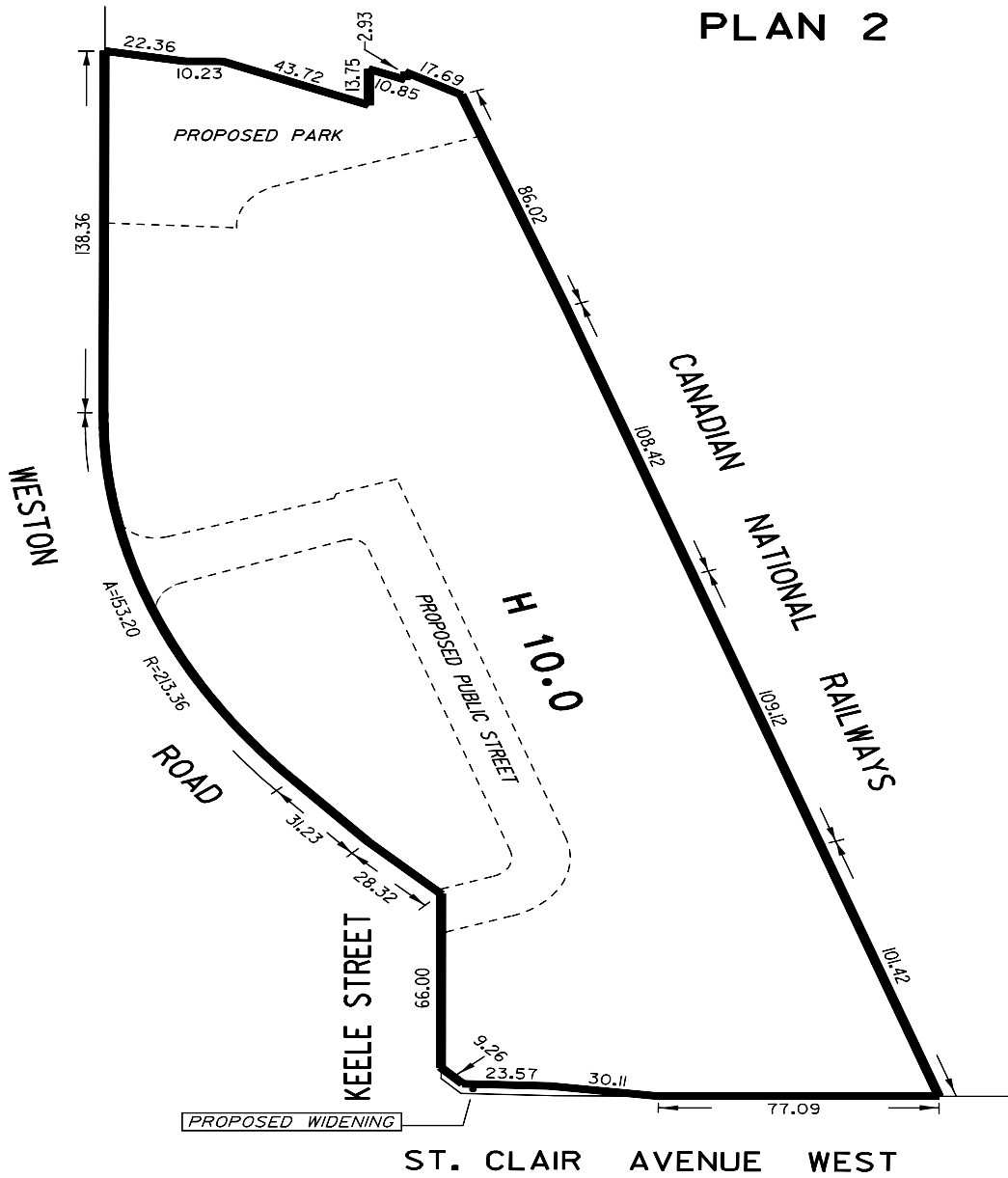
9. The *owner* shall provide 30% low end of market housing,
10. The *owner* shall comply with CNR requirements including warning clause, crash protection berm, chain link fence as well as noise and vibration attenuation measures,
11. The *owner* shall provide warning clauses and signs with respect to school capacity,
12. The *owner* shall agree to such other matters as are specified by the reports of Urban Development Services recommending the passage of the by-law or as specified by the Council as a condition of the passage of the by-law, including the provision of a public square, and
13. The Section 37 Agreement shall secure the provision of the said facilities, services and matters, and be in a form satisfactory to the City with conditions providing for: indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement.

PLAN 1



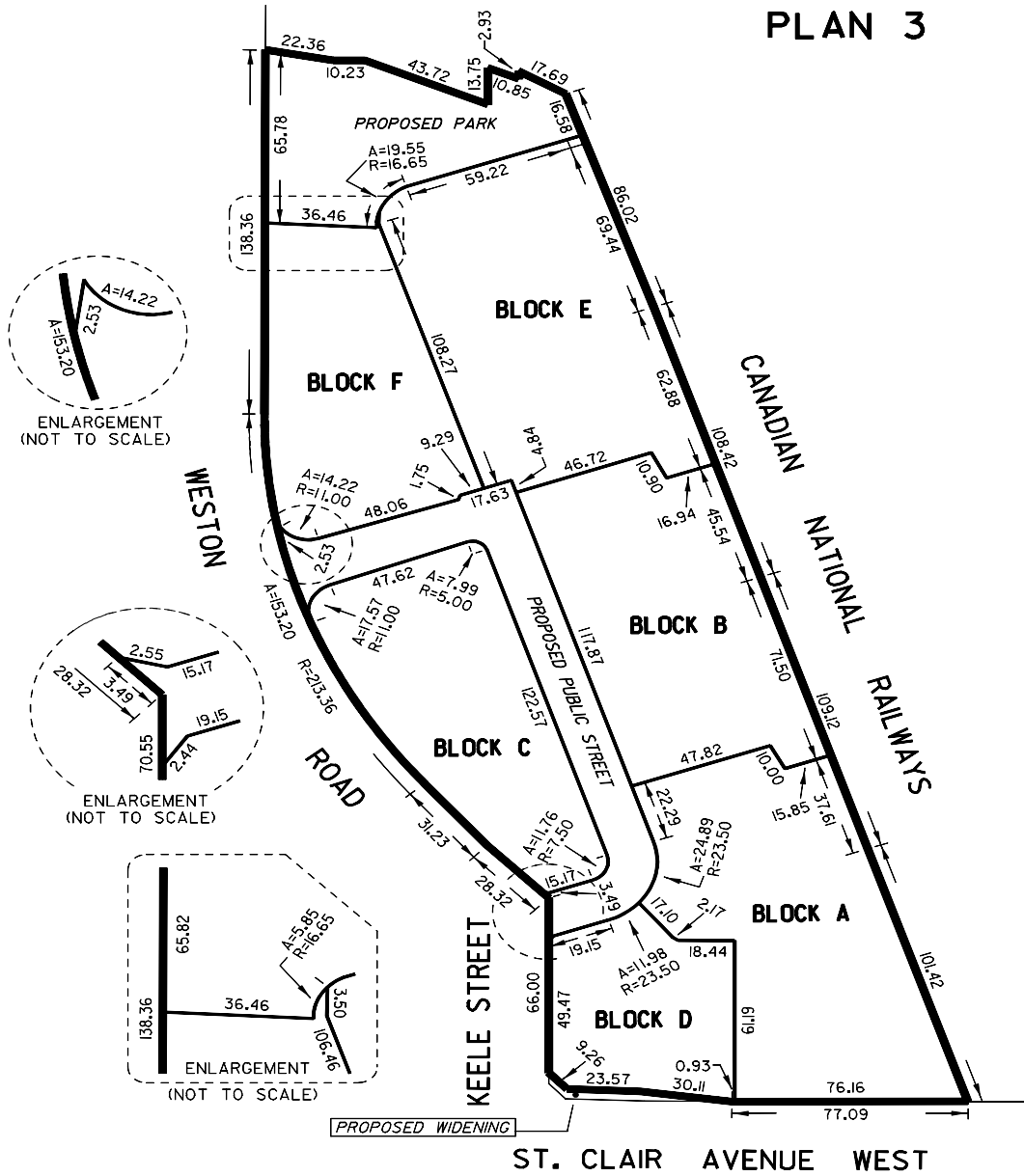
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PLAN 2



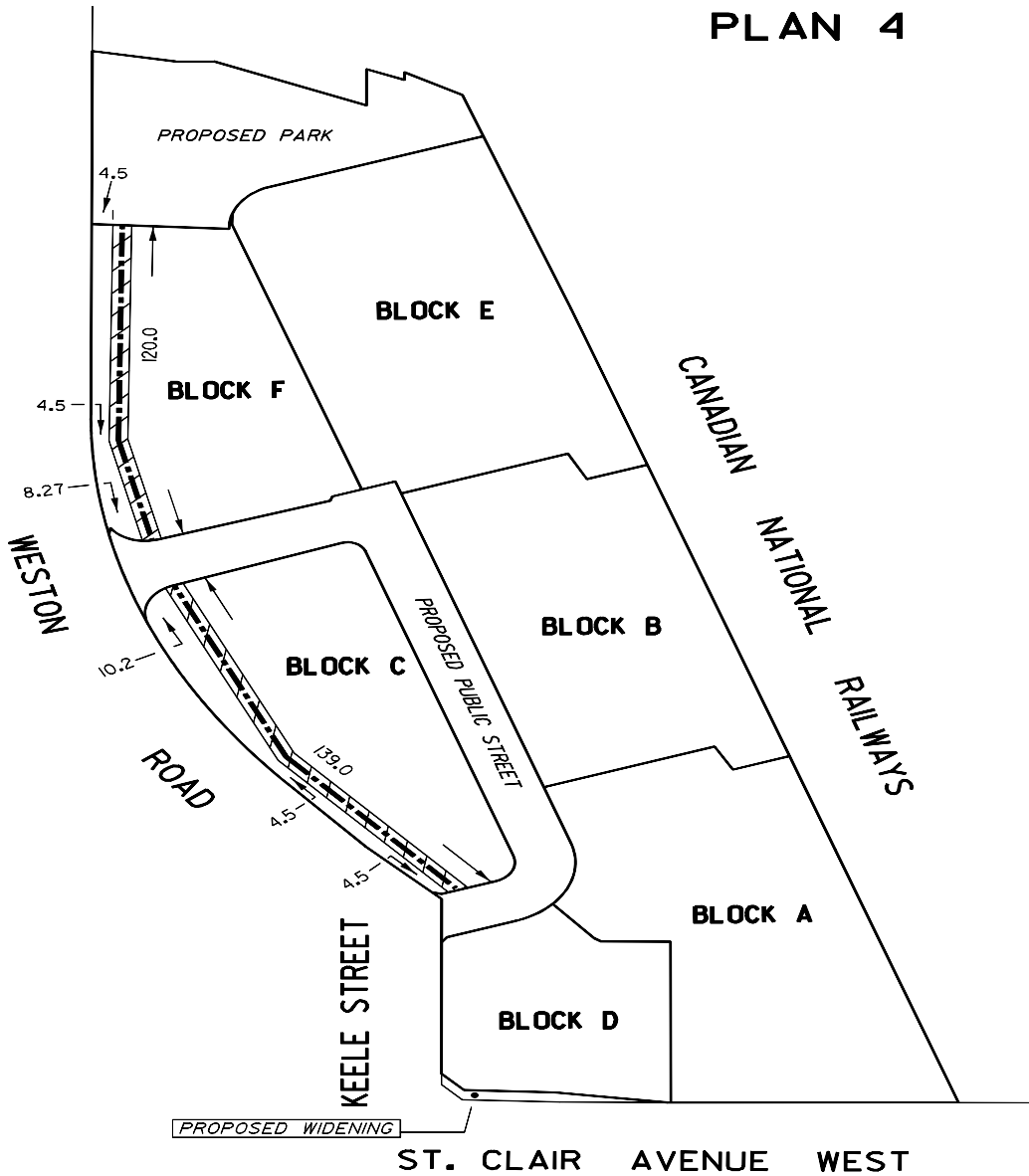
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 FILES: S32-Z54,2402,53-3
 MAP Nos. 47K-313, 48K-311
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PLAN 3



WORKS AND EMERGENCY SERVICES
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 TORONTO NOVEMBER, 2001
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 MAP Nos. 47K-313, 48K-311

PLAN 4



 BUILD-TO-ZONE (5.0 m WIDE)



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO NOVEMBER, 2001
BLO1/WES4.DGN
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MAP Nos. 47K-313, 48K-311