

Authority: Toronto South Community Council Report No. 5, Clause No. 4, as adopted by City of Toronto Council on June 22, 23 and 24, 2004; and Notice of Motion J(22), moved by Councillor Giambrone, seconded by Councillor Walker, as adopted by City of Toronto Council on July 20, 21 and 22, 2004
Enacted by Council: July 22, 2004

CITY OF TORONTO

BY-LAW No. 723-2004

To adopt Amendment No. 298 to the Official Plan for the former City of Toronto with respect to lands known municipally as 1245 Dupont Street.

WHEREAS the Council of the City of Toronto has been requested to amend its Official Plan, pursuant to Section 22 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, with respect to lands known municipally in the year 2004 as 1245 Dupont Street; and

WHEREAS the Toronto South Community Council conducted a public meeting on June 8, 2004 under Section 17 of the *Planning Act* regarding the proposed Official Plan Amendment; and

WHEREAS the Council of the City of Toronto, at its meeting held on June 22, 23 and 24, 2004, determined to amend the Official Plan for the former City of Toronto;

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

1. The text and map annexed hereto as Schedule "A" are hereby adopted as an amendment to the Official Plan for the former City of Toronto; and
2. This is Official Plan Amendment No. 298.

ENACTED AND PASSED this 22nd day of July, A.D. 2004.

DAVID R. MILLER,
Mayor

ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE “A”

Section 18 of the Official Plan Part I for the former City of Toronto is hereby amended by adding the following Section 18.627 as follows:

“18.627 Lands known as 1245 Dupont Street.

See Map 18.627 at the end of this Section.

- (a) Notwithstanding any of the provisions of this Plan, Council may pass by-laws, pursuant to Section 37 of the *Planning Act*, respecting the lands shown on Map 18.627, (the “Site”), to increase the height limits and the maximum *residential gross floor area* permitted on the *Site* to 131,400 square metres, provided that,
1. the total *gross floor area* for all buildings and structures on the *Site* does not exceed 135,000 square metres,
 2. pursuant to Section 37 of the *Planning Act*, such by-law requires the owner of the *Site* to provide the City of Toronto, in return for the densities and height permissions thereby granted, with the following facilities, services and matters:
 - (a) 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, if required;
 - (b) 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, demolition and dust control, noise and vibration, the monitoring of de-watering and a commitment to mitigate as and where required by the City;
 - (c) the owner shall provide all matters needed to service the *Site*, including the retention of a satisfactory consulting engineer, the conveyance and construction of a new public streets and all required letters of credit, detailed design drawings, inspection fees, utilities, and timing of the completion of the new public street, 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;

- (d) prior to the issuance of the first building permit, the owner shall agree to the timing of the remediation and conveyance of all lands to be conveyed to the City as public streets and for public park purposes;
- (e) the owner shall convey a minimum of 5 520.00 square metres of land to the City for public park purposes and, provided that no further requirement is made of the owner for park land conveyance or for the payment of money in lieu thereof pursuant to the *Planning Act* or *Condominium Act*;
- (f) the owner shall, in respect of the park land, also agree to the construction and installation of base park improvements, all required letters of credit, certification of completed work and be responsible for an environmental assessment of the lands to be conveyed as parkland;
- (g) the owner shall make a payments of: \$150,000.00, prior to the first above grade building permit in the second phase as established by the Commissioner of Urban Development Services, for improvements to the Wallace-Emerson Park;
- (h) the owner shall, prior to the first occupancy of any building in the third phase as established by the Commissioner of Urban Development Services, (or earlier if agreed) provide and maintain one or more works of public art on the *Site* with a minimum combined value of \$200,000.00;
- (i) the owner shall make a payments of: \$325,000.00, prior to the first above grade building permit, for improvements to the Wallace-Emerson Community Centre;
- (j) the owner shall, prior to the first occupancy of any building in the second phase, as established by the Commissioner of Urban Development Services, provide to the City, at no cost to the City, a 20 year lease for a unit accessible from finished ground level and containing at least 185.8 square metres of *non-residential gross floor area*, to be used for *community uses* acceptable to the City and the owner, to be delivered at the owner's expense;

- (k) 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; and
- (l) the owner of the Site is required to enter into an agreement with the City pursuant to Section 37 of the *Planning Act*, to secure the provision of the said facilities, services and matters, 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.

Notwithstanding the foregoing, the owner and the City may modify or amend the said agreement(s), from time to time and upon the consent of the City and the owner, without further amendment to those provisions of this official plan which identify the facilities, services and matters to be secured.”

MAP 18.627

