

CITY OF TORONTO

BY-LAW No. 59-2008(OMB)

**To adopt Amendment No. 378 to the Official Plan for the former City of Toronto
with respect to lands municipally known as 4, 6 and 8 St. Thomas Street and
100-110 Charles Street West.**

WHEREAS Council at its meeting of February 5, 6, 7 and 8, 2007, adopted Motion M18 as a settlement of amongst other matters, the proposed official plan and zoning by-law amendments currently before the Ontario Municipal Board; and

WHEREAS the Ontario Municipal Board, pursuant to its Orders, issued November 29, 2007 and December 14, 2007, having held a hearing deems it advisable to amend the Official Plan for the former City of Toronto;

THEREFORE the Official Plan of the former City of Toronto is amended by the Ontario Municipal Board 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.
2. This is Official Plan Amendment No. 378.

PURSUANT TO THE ORDERS OF THE ONTARIO MUNICIPAL BOARD ISSUED ON NOVEMBER 29, 2007 AND DECEMBER 14, 2007 IN BOARD FILE NO. PL050720.

SCHEDULE “A”

OFFICIAL PLAN AMENDMENT

1. Section 18 of the Official Plan for the former City of Toronto is hereby amended by adding the following Section 18.694 and the attached Map 18.694.

“18.694 Lands municipally known in the year 2006 as Nos. 4, 6 and 8 St. Thomas Street and 100-110 Charles Street West.

Despite the provisions of this Plan and subject to Section 18.425 of this Plan, Council may pass by-laws applicable to the *lot* delineated by heavy lines on Map 18.694, to permit the erection and use of buildings on the *lot* containing residential and or non-residential uses with up to a maximum total *residential gross floor area* and *non-residential gross floor area* of 30,700 square metres, of which the *residential gross floor area* is only permitted to be erected and used on *Parcel B*, provided:

- (a) the total of the *non-residential gross floor area* and the *residential gross floor area* erected and used on *Parcel B* shall not exceed 24,100 square metres of which the *non-residential gross floor area* shall not exceed 8,100 square metres and shall only be erected and used on *Parcel B2*;
- (b) on *Parcel B1*, the heritage building existing in the year 2006, subject to permitted alterations, continues to be erected;
- (c) the owner of the lands identified as *Parcel B* on such Map, and in respect of clause (ix) herein, the owner of the portions therein set out, at its expense and in accordance with and subject to the agreement referred to in paragraph (d) of this Amendment, provides the following facilities, services, and matters:
 - (i) pays to the City the sum of \$250,000 for a Museum Subway station upgrade;
 - (ii) pays to the City the sum of \$500,000 for affordable housing as a cash payment;
 - (iii) pays to the City the sum of \$200,000 for the City’s Heritage Grant Program;
 - (iv) exterior building materials and landscape materials satisfactory to the City’s Chief Planner;
 - (v) deposits with the City a tree protection security for four London Plane trees, to the satisfaction of the City’s Chief Forester prior to the issuance of any site plan approval;
 - (vi) documentation of the existing buildings known in the year 2006 as 100-108 Charles Street West and 4 and 6 St. Thomas Street, satisfactory to the Manager, Heritage Preservation Services prior to the issuance of any demolition permits with respect to any such properties;

- (vii) pays to the City for improvement of municipal infrastructure and municipal lighting required for the redevelopment as set out in the owner's technical reports, satisfactory to the City's Executive Director of Technical Services prior to the respective issuance of the first *foundation building permit* for *Parcel B2* or *Parcel B3*, should the site servicing review determine that upgrades are required to the infrastructure to support this development;
- (viii) pays to the City the sum of \$28,000 to be directed to the Toronto Parking Authority for the cost of removing the two pay and display parking spaces on Charles St. West and the lost revenue of such spaces, such payment to be made prior to the removal of the two pay and display parking spaces;
- (ix) the owner of the lands identified as *Parcel B1* and *Parcel B2* provides and maintains 16 *Replacement Units* on *Parcel B1* within the heritage building existing at the date of enactment of this By-law on *Parcel B1*, for a period of ten years (the "Ten Year Period") subject to the following provisions:
 - A. each *Replacement Unit* shall have its *Initial Renovations* substantially completed, if required, and be occupied or available for occupancy prior to the issuance of any above grade building permit to permit the construction of the permitted uses and buildings, or portion of a building, on the lands identified as *Parcel B2* and *Parcel B3* in accordance with the provisions of this By-law;
 - B. the Ten Year Period for each *Replacement Unit* shall commence on the later of:
 - (a) the date this By-law is final and binding; or
 - (b) the date the *Replacement Unit* is available for occupancy with all *Initial Renovations*, if required, in respect of that unit substantially completed;
 - C. during the Ten Year Period, the rents for the *Replacement Units* will be affordable ("Affordable Rents") according to the following criteria:
 - (a) an *Existing Tenant* renting a *Replacement Unit* will pay a rent based on the current rent paid by that *Existing Tenant* immediately prior to moving into the *Replacement Unit*, or if remaining in such unit, the current rent paid by that *Existing Tenant* immediately prior to commencement of the Ten Year Period;
 - (b) if a *Replacement Unit* is initially or subsequently rented by someone other than an *Existing Tenant* (the "Other Tenant(s)"), the Other Tenant will pay a rent based on average rent by unit type for the Toronto Zone as

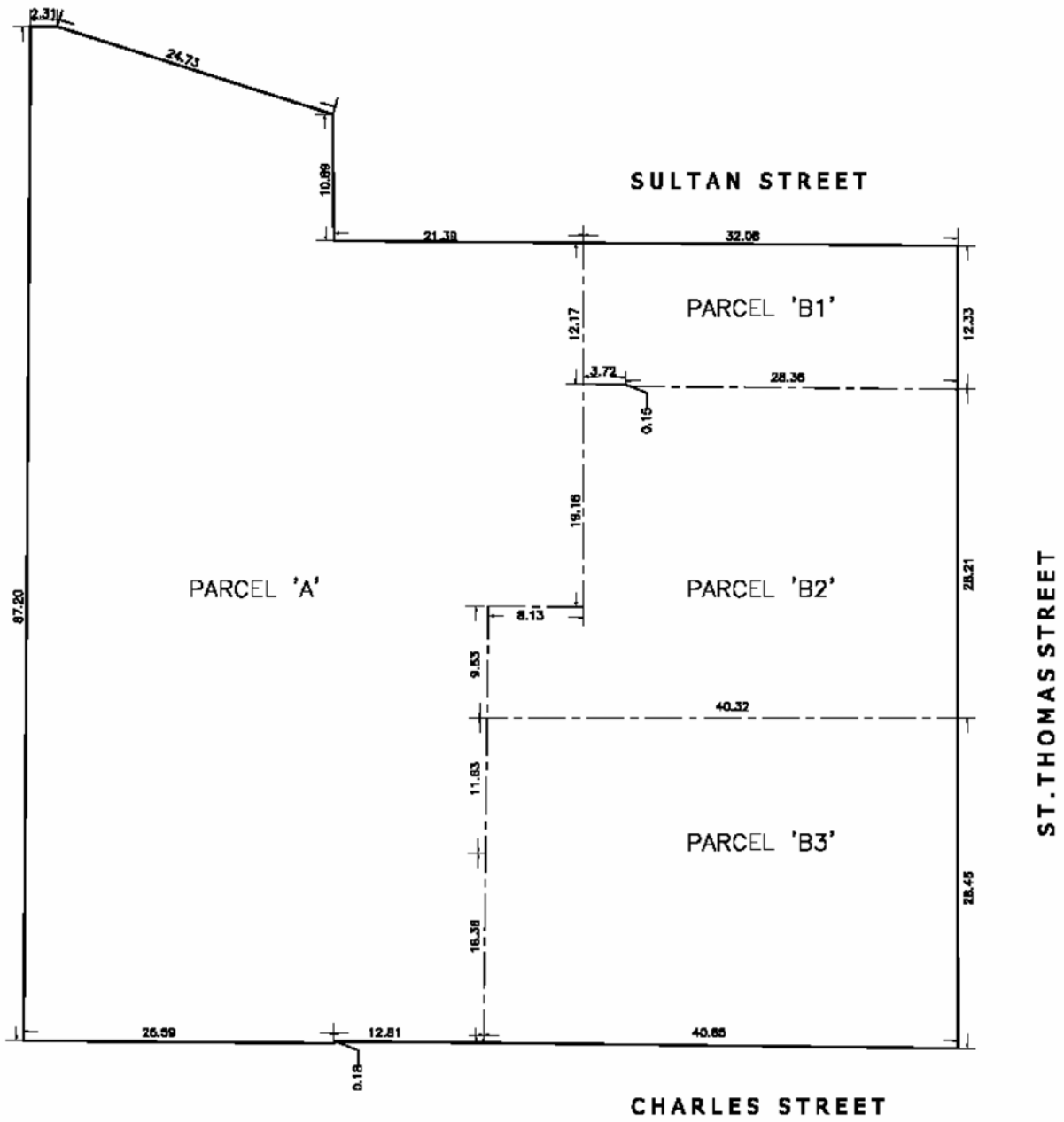
most recently reported by the Canada Mortgage and Housing Corporation; and

- (c) all rents referred to in sub-clauses (a) and (b) herein shall be subject to increases permitted in accordance with the *Residential Tenancies Act*, or successor legislation in force at that time (“Provincial Legislation”), except that the cost of the *Initial Renovations* shall not be passed onto the *Existing Tenants* or the Other Tenants;
- D. after the Ten Year Period, rents charged for the *Replacement Units* shall be governed by Provincial Legislation and the provision of Affordable Rents will no longer be required;
- E. the rents charged to the *Existing Tenants* and Other Tenants shall in each case be personal to the subject tenant. *Existing Tenants* and Other Tenants shall not be entitled to assign or sublet a *Replacement Units* without the consent of the landlord;
- F. all rents referred to in clauses C.(a) and (b) herein will include utilities and cable, and may exclude other services or matters, including but not limited to parking;
- G. the *Replacement Units* shall have unit areas similar to the *Existing Units*;
- H. all *Existing Tenants* shall or have been offered a relocation package equal to 12 times the current monthly rent paid by the *Existing Tenant* immediately prior to moving, plus \$500 for moving expenses;
- I. *Existing Tenants* who have not accepted a relocation package shall have a right of first refusal to occupy a *Replacement Unit*;
- J. an *Existing Tenant* who has selected to return to a *Replacement Unit* may be required to be temporarily relocated to the building known in the year 2006 as 6 St. Thomas Street or comparable accommodation as offered by the owner, to permit the *Initial Renovations*;
- K. the *Replacement Units* will be maintained as rental for the Ten Year Period and shall not form part of a condominium during such period, and thereafter the owner is not precluded from making a condominium application; and
- L. the owner of the lands identified as *Parcel B1* may select any Other Tenant in accordance with Provincial legislation; and

- (x) the payments required in clauses (i), (ii), (iii) and (viii) herein are not subject to indexing and shall be paid prior to the issuance of the first above *grade* building permit to permit construction of a building or a portion of a building on *Parcel B3*; and

- (d) the owner of the lands identified as *Parcel B* enters into an agreement with the City of Toronto pursuant to Section 37 of the *Planning Act* to secure the facilities, services and matters required in paragraph (c) herein and registers such agreement against title to *Parcel B* as a first charge, all to the satisfaction of the City Solicitor prior to this Official Plan Amendment coming into full force and effect.

For the purposes of this Official Plan Amendment, each word or expression which is italicized herein shall have the same meaning as each such word or expression as defined in By-law No. 60-2008(OMB) or By-law No. 438-86, as amended, if such word or expression is not defined in By-law No. 60-2008.



MAP 18.694

