

Authority: Toronto and East York Community Council Item 15.6, as adopted by City of Toronto Council on May 26 and 27, 2008, and Motion MM23.21, moved by Councillor Lindsay Luby, seconded by Councillor Feldman, adopted as amended, by City of Toronto Council on July 15, 16 and 17, 2008
Enacted by Council: July 17, 2008

CITY OF TORONTO

BY-LAW No. 860-2008

To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to lands municipally known as 1 Front Street East, and 5 and 7 The Esplanade.

WHEREAS the Council of the City of Toronto has been requested to amend Zoning By-law No. 438-86 of the former City of Toronto, as amended, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, with respect to the lands municipally known as 1 Front Street East, and 5 and 7 The Esplanade; and

WHEREAS the Council of the City of Toronto has provided adequate information to the public and has conducted at least one public meeting in accordance with the *Planning Act* regarding the proposed Zoning By-law amendment; and

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS the Council of the City of Toronto, at its meeting on May 26 and 27, 2008, determined to amend Zoning By-law No. 438-86 of the former City of Toronto, as amended;

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 in 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 *lot* of the facilities, services and matters set out in Appendix 1 hereof, the provisions 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 with the *owner* of the *lot* pursuant to Section 37 of the *Planning Act* securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *lot* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the *owner* may not erect or use such building until the *owner* has satisfied the said requirements.
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 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 *lot*.

4. None of the provisions of Section 2 – Definitions with respect to the definition of “*grade*”, “*height*”, “*lot*”, and Sections 4(2)(a), 4(5), 4(12),4(13), 4(16), 8(3) Part I, 1, 2 and 3, 8(3) Part II 1(a)(ii), 8(3) Part III 1.(a), 12(2)260, and 12(2)276 of Zoning By-law No. 438-86, 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, as amended, shall apply to prevent the erection and use of a *mixed use building* on the *lot* provided that:
- a. the *lot* comprises the lands outlined in heavy lines on Plan 1 attached to and forming part of this By-law;
 - b. no above *grade* portion of any building or structure is located otherwise than wholly within the areas delineated by heavy lines as shown on Plan 2, attached to and forming part of this By-law;
 - c. the *height* of any building or structure or portion thereof, including those elements referred to in Section 4(2)(a)(i) and (ii) of Zoning By-law No 438-86, as amended, does not exceed the heights in metres shown on Plan 2 attached to and forming part of this by-law;
 - d. the *residential gross floor area* erected or used shall not exceed 39,814 square metres;
 - e. the *non-residential gross floor area*, erected or used on the *lot*, in addition to the heritage building located on the *lot* in 2007, but excluding any portion of such building removed as a permitted alteration, shall not exceed 13, 225 square metres;
 - f. *residential amenity space* located indoors shall not be less than 1,021 square metres;
 - g. *residential amenity space* located outdoors shall not be required;
 - h. *common outdoor space* shall not be required;
 - i. residential *parking spaces* and residential *visitor parking spaces* serving the residential uses erected on the *lot* may be located below *grade* at premises known municipally in the year 2007 as 5 and 7 The Esplanade;
 - j. no *parking spaces* shall be required for non-residential uses;
 - k. *bicycle parking spaces-visitor* and *bicycle parking spaces-occupant* may be located on the *lot* and/or on the lands known municipally in the year 2007 as 5 and 7 The Esplanade;

- l. a minimum of 300 *bicycle parking space - occupant* shall be provided and maintained on the *lot and/or* the premises know municipally in the year 2007 as 5 and 7 The Esplanade;
 - m. 0.09 *bicycle parking space - visitor* for each *dwelling* unit, or fraction thereof equal to or greater than 0.5 shall be provided and maintained on the ground level of the *lot and/or* 5 and 7 The Esplanade;
 - n. *bicycle parking spaces - occupant* are provided and maintained on the lower ground floor, upper ground floor, level B1, B2, on the *lot and/or* 5 and 7 The Esplanade at ground floor, P1 or the second floor;
 - o. *bicycle parking spaces - occupant* shall not be combined with storage lockers for residential units;
 - p. notwithstanding any partition, subdivision or severance of the *lot* in effect or granted in the future the provisions of this By-law shall continue to apply to the whole of the *lot* as though no partition, subdivision or severance had occurred;
 - q. prior to the issuance of the *concrete superstructure permit*, the *owner* of the *lot* will enter into an Agreement with the City pursuant to Section 37 of the *Planning Act* to secure the facilities, services and matters required and register such agreement against the title to the lands as a first charge;
 - r. a minimum of 32% of the *dwelling units* erected and used on the *lot* shall be 2-bedroom or larger *dwelling units*; and
 - s. the heritage building erected on the *lot* in the year 2007 continues to be erected, subject to any alterations approved by the City.
5. For the purposes of this by-law:
- i. “*concrete superstructure permit*” means the first building for the above ground concrete structure of the development as detailed on structural consultants drawings approved by the City;
 - ii. “*grade*” means 77.0 metres Canadian Geodetic Datum CGD as measured from The Esplanade;
 - iii. “*height*” means the height above “*grade*” as is defined herein, and as shown on Plan 2 for the various components of the building;
 - iv. “*lot*” means the lands shown outlined in heavy lines on Map 1 attached to this By-law;
 - v. “*owner*” means the owner and/or lessee of the *lot* or any portion of the *lot*, but shall not include the City, The Board of Directors of the Hummingbird Centre for the Performing Arts, or any other local board of the City; and

- vi. each word or expression that that is italicized in the By-law herein shall have the same meaning as such word or expression as defined in By-law No. 438-86, as amended, unless otherwise defined herein.
6. None of the provisions of this By-law or of Zoning By-law No. 438-86, as amended, shall apply to prevent the erection and use of below *grade* residential *parking spaces*, *bicycle parking spaces-visitor* and *bicycle parking spaces-occupant* which are *accessory* to the *lot*, on the lands known municipally in the year 2007 as 5 and 7 The Esplanade.

ENACTED AND PASSED this 17th day of July, A.D. 2008.

SANDRA BUSSIN,
Speaker

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 to be provided by the *owner* of the *lot*, at its expense, to the *City* in accordance with an agreement or agreements, pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the *City* with conditions providing for indexed escalation of all financial contributions, no credit for development charges, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement:

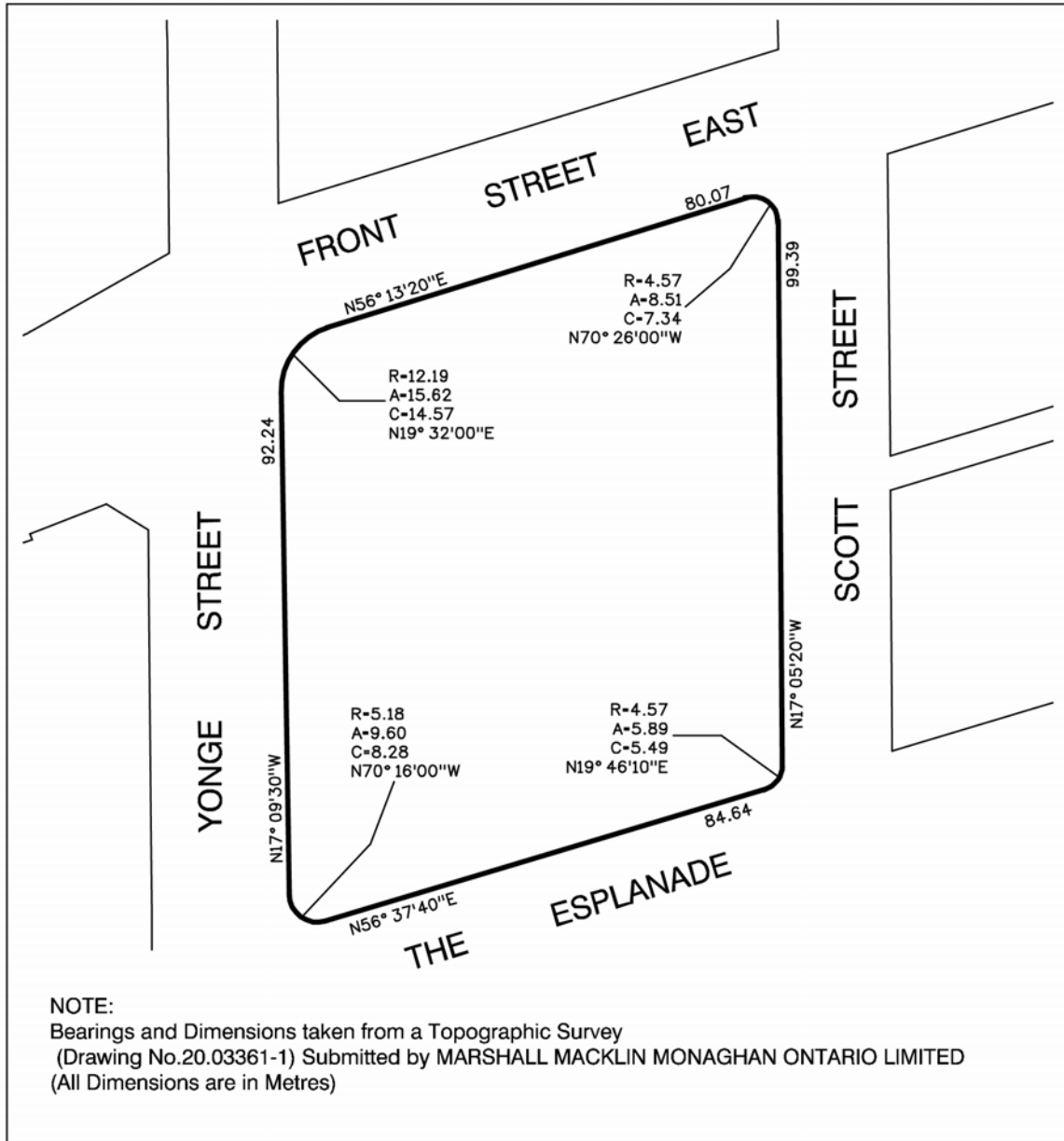
- (a) prior to the introduction of the Bill in Council, one or more Heritage Easement Agreements with the City for the protection and long term maintenance of the heritage property at 1 Front Street East, subject to the approved alterations, to the satisfaction of the City's Manager, Heritage Preservation Services;
- (b) prior to the introduction of the Bill in Council, the *owner* shall provide a detailed Conservation Plan, prepared by a qualified heritage architect to the satisfaction of the City's Manager, Heritage Preservation Services that includes: documentation through photographs of the as-found condition of the heritage structure as pertaining to the reasons for designation; detailed descriptions/specifications for the proposed heritage conservation work; a detailed landscape plan; an exterior lighting and signage plan; an estimate of costs for the implementation of the Conservation Plan; and the measures to be taken to protect the heritage resource during construction;
- (c) prior to the issuance of any building permit for 1 Front Street East, including a permit for alteration, excavation and /or shoring of the subject property, the *owner* shall;
 - (i) provide a Letter of Credit in a form and an amount satisfactory to the City's Chief Planner and Executive Director, City Planning Division, to secure the work identified in the Conservation Plan; and
 - (ii) provide building permit drawings to the satisfaction of the Manager, Heritage Preservation Services; and
- (d) prior to the release of the Letter of Credit, the owner shall;
 - (i) complete the heritage conservation work, satisfactory to the Manager, Heritage Preservation Services;
- (e) provide and maintain public art works pursuant to a Percent for Public Art Program to be located on publicly accessible portions of the *lot* and/or City lands adjacent thereto, to a value not less than one percent of the gross construction costs of all buildings and structures to be erected on the *lot*;

- (f) if required by the City,
 - (i) provide and maintain on the *lot* and between 5 and 7 The Esplanade, one or more above *grade* publicly accessible walkway (PATH) connections, to the satisfaction of the Chief Planner and Executive Director, City Planning Division, and/or,
 - (ii) provide and maintain on the *lot* and between 5 and 7 The Esplanade, one or more below *grade* publicly accessible walkway (PATH) connections, if commercially feasible as determined to the satisfaction of the Chief Planner;
- (g) if required by the City, prior to the construction of any structure or building at 5 and 7 The Esplanade, provide a knock-out panel on The Esplanade side of the heritage building portion of the *lot*, to accommodate the potential future connection to the PATH system, satisfactory to the Chief Planner and Executive Director, City Planning Division, and the General Manager of Economic Development, and enter into the Wayfinding Agreement, and to be detailed in an easement agreement;
- (h) provide knock-out panels at the northwest corner of the site on the Front Street East wall and Yonge Street wall to accommodate a potential future connection to the PATH system, satisfactory to the Chief Planner and Executive Director, City Planning Division, and the General Manager of Economic Development;
- (i) provide continuous weather protection with a minimum depth of 2.6 metres and a minimum height of 3 metres, along Yonge Street;
- (j) incorporate, in the construction of the building, exterior materials satisfactory to the Chief Planner and Executive Director, and including to be shown on the podium on 1:50 scale drawings along Front Street East, Yonge Street, Scott Street and The Esplanade with building materials labelled;
- (k) provide in the construction on the *lot*, and thereafter maintain, landscaping and paving materials satisfactory to the Chief Planner and Executive Director, City Planning Division;
- (l) provide and maintain an irrigation system at the *owner's* expense for any proposed trees within the public road allowance adjacent to the *lot*, including an automatic timer, designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and constructed with a back flow preventer irrigation system, to the satisfaction of the General Manager, Technical Services;
- (m) build in conformity with a Green Development Standard Checklist submitted by the applicant and date stamped as received by the Chief Planner and Executive Director on April 16, 2008;

- (n) provide and maintain the following to permit the installation and mature growth of all proposed plant material, in particular, large growing shade trees to the satisfaction of the Director of Urban Forestry:
 - (i) sandy loam soil (comprising 50 to 60 percent sand, 20 to 40 percent silt, 6 to 10 percent clay, 2 to 5 percent organic, with pH of 7.5 or less) to a sufficient depth of not less than one metre;
 - (ii) an engineered draining system which prevents soil saturation; and
 - (iii) a continuous tree trench, in accordance with the Continuous Tree Pit details outlined in the Construction Details Section of the City of Toronto Streetscape Manual.
- (o) provide space within the development site for the construction of any transformer vaults, hydro vaults, Bell maintenance structures, sewer maintenance holes, exhaust and intake vents and stairwells and associated enclosure satisfactory to the Chief Planner and Executive Director, City Planning Division;
- (p) no vehicular lay-by drop-off / pick-up facility shall be provided along The Esplanade, Scott Street and Yonge Street frontages for the development project;
- (q) provide a green roof satisfactory to the Chief Planner and Executive Director, City Planning subject to wind and feasibility studies, satisfactory to the Chief Planner and Executive Director, City Planning;
- (r) pay to the City, prior to the issuance of the first above *grade* building permit for the *lot*, other than for renovations or restoration of the heritage building, the sum of One Million, Two Hundred Thousand Dollars (\$1, 200,000.00) Canadian, indexed from the date of enactment of this By-law, to be used by the City towards capital improvements as follows, subject to and in accordance with the agreement pursuant to Section 37 of the *Planning Act*:
 - (i) \$500,000.00 for affordable housing, to be directed to the development at 60 Richmond Street East;
 - (ii) \$500,000 for streetscape improvements in the area of the *lot*, and in particular towards implementing the Yonge Street Promenade Plan;
 - (iii) \$100,000 towards a seniors facility in St. Lawrence;
 - (iv) \$50,000 for heritage lighting in Old Town; and
 - (v) \$50,000 towards a Scott Street plaza or streetscape improvements on Scott Street between Front Street East and The Esplanade;
- (s) require the applicant to enter into a Site Plan Agreement under Section 41 of the *Planning Act*;

- (t) the residential parking requirement may be reduced by 10 spaces for each *Car-Share* parking space provided and maintained on the lot and/or at 5 and 7 The Esplanade. For the purposes of this By-law;
- (i) “*Car-Share*” means the practice where a number of people share the use of one or more cars that are owned by a profit or non-profit Car-Sharing organization and to use a Car-Share vehicle, a person must meet the membership requirements of the Car-Sharing organization, including the payment of a membership fee that may or may not be refundable. Cars are reserved in advance and fees for use are normally based on time and/or kilometres driven and include the use of cars on an hourly basis. The Car-Share Parking Spaces provided shall be for the use of at least the residents and other occupants of the *lot*; and
 - (ii) a “*Car-Share Parking Space*” is a parking space exclusively reserved and signed for a car used only for Car-Share.
- (u) that the *owner* be required to offer residential unit purchasers, who do not purchase a parking space, free membership or initiation fees to the Car-Share program to be provided for the building or other car sharing program as may be approved by the City’s General Manager of Transportation details of which are to be provided in a Transportation Demand Management Plan provided by the *owner* to the satisfaction of the City’s General Manager of Transportation;
- (v) pay all costs associated with the traffic control signal length extension at Yonge Street and Front Street East, as recommended in the December 2007 Traffic Impact Study prepared by IBI Group;
- (w) provide an accommodation, if required by the accepted Functional Servicing Report, for the design of odour control measures at the Scott Street Pumping Station, to the satisfaction of the City’s Executive Director of Technical Services and the Chief Planner; and
- (x) comply with any other condition to ensure the orderly development and phasing of the *lot* as required by the Chief Planner and Executive Director, City Planning, acting reasonably.

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 zoning by-law which identify the facilities, services and matters to be secured.



NOTE:
 Bearings and Dimensions taken from a Topographic Survey
 (Drawing No.20.03361-1) Submitted by MARSHALL MACKLIN MONAGHAN ONTARIO LIMITED
 (All Dimensions are in Metres)



