

Authority: Toronto and East York Community Council Item 33.3, as adopted by City of Toronto Council on May 11 and 12, 2010 and Motion MM52.11, moved by Councillor Vaughan, seconded by Councillor Perks, as adopted by City of Toronto Council on August 25, 26 and 27, 2010

Enacted by Council: August 27, 2010

## CITY OF TORONTO

### BY-LAW No. 1131-2010

#### **To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to lands municipally known as 192A, 194 and 200 Bloor Street West.**

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, as amended, with respect to lands forming part of lands known municipally in the year 2010 as 192A, 194 and 200 Bloor Street West; and

WHEREAS the Council of the City of Toronto conducted a public meeting under Section 34 of the *Planning Act* regarding the proposed Zoning By-law amendment; and

WHEREAS the Council of the City of Toronto, at its meeting on May 11 and 12, 2010, determined to amend Zoning By-law No. 438-86, as amended, of the former City of Toronto; and

WHEREAS the Council of the City of Toronto, at its meeting on August 25, 26 and 27, 2010, determined to further amend Zoning By-law No. 438-86;

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 provisions of which shall be secured by an agreement or agreements pursuant to Subsection 37(3) of the *Planning Act*.
2. Upon execution and registration of an agreement or agreements with the *owner* of the *site* pursuant to Section 37 of the *Planning Act* securing the provisions of the facilities, services and matters set out in Appendix "1" hereof, the *site* is subject to the provisions of this By-law, and in the event the 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* shall continue to apply to the *site*.
4. Notwithstanding Sections 8(1)(f), 8(2)7 or 12(2)219(b) of *By-law No. 438-86*, no person shall use the *site* or erect or use a building within the *site* for any purpose except one or more of the following uses: a *mixed-use building* containing the following uses,
  - (a) *dwelling units*,

- (b) *guest suites*, to a maximum of five (5),
  - (c) any of the non-residential uses permitted within a CR district by Subsections 8(1)(f)(b)(iv) and (vi) of *By-law No. 438-86*,
  - (d) uses *accessory* to the *mixed-use building*, including,
    - (i) a property management office,
    - (i) an above grade *parking garage* with a maximum floor area of 6,800 square metres, and
    - (iii) a *sales office*.
5. Notwithstanding Section 8(3) Part I of *By-law No. 438-86*, the maximum combined *non-residential gross floor area* and *residential gross floor area* of the *mixed-use building* shall not exceed 27,400 square metres, exclusive of the 6,800 square metres of floor area permitted to be contained within an above grade *parking garage* by Section 4.(d)b of this By-law, of which,
- (a) the maximum *residential gross floor area* shall not exceed 26,100 square metres, excluding the floor area of the above grade *parking garage* permitted by Section 4.(d)b of this By-law, and
  - (b) the maximum *non-residential gross floor area* shall not exceed 1,300 square metres.
6. Notwithstanding Section 8(3) Part II of *By-law No. 438-86*,
- (a) no part of the *mixed-use building* erected at the height between *grade* and 35.0 metres above *grade* shall be located other than within the *building envelope for Block 1*,
  - (b) no part of the *mixed-use building* erected at the height between 35.0 metres and 58.5 metres above *grade* shall be located other than within the *building envelope for Block 2*,
  - (c) no part of the *mixed-use building* erected at the height between 58.5 metres and 79.5 metres above *grade* shall be located other than within the *building envelope for Block 3*, and
  - (d) no part of the *mixed-use building* erected at the height between 79.5 metres and 100.0 metres above *grade* shall be located other than within the *building envelope for Block 4*.

7. The preceding Section of this By-law does not apply to,
- (a) cornices, lighting fixtures, awnings, canopies, ornamental or architectural elements, parapets, trellises, eaves, lighting features, window sills, guardrails, balustrades, railings, wind mitigation screens and features, stairs, vents, podium screens, and podium landscape features,
  - (b) balconies attached to exterior walls located below 35.0 metres above *grade*, which may extend into the area delineated by cross-hatching and shown as "LOCATION OF BALCONY FROM 2nd FLOOR TO 35m HEIGHT" on Map 2a attached hereto, but for clarity no balconies are permitted at *grade*,
  - (c) balconies attached to exterior walls located between 35.0 and 100.0 metres above *grade*, which may extend up to 1.5 metres beyond the portion of the exterior wall to which they are attached,
  - (d) parapets, ornamental elements, or a roof structure which is used to house or serve as structural support for green roof landscaping on a roof, provided the maximum vertical dimension thereof does not exceed 1.5 metres above the component of the roof on which it is located,
  - (e) privacy screens on a roof provided the maximum vertical dimension of any such screen does not exceed 2.2 metres above the component of the roof on which it is located,
  - (f) temporary window washing equipment on a roof, provided the maximum vertical dimension of any such equipment does not extend 1.6 metres above the component of the roof on which it is located, and
  - (g) for clarity, no projections of any kind shall be permitted that extend upward above 100.0 metres above *grade*.
8. Notwithstanding Section 4(2)(a) of *By-law No. 438-86*, each portion of the *mixed-use building* erected above *grade* shall, in respect of each *building envelope* area, have the maximum *height* in metres as shown following the symbol "H" on Maps 2a, 2b, 2c and 2d, attached hereto, for the corresponding *building envelope* area, but this shall not apply to prevent,
- (a) the portions of the *mixed-use building* that are permitted by Section 6 of this By-law to be located within the portions of the higher *building envelopes* that project out beyond the boundaries of the lower *building envelopes*,
  - (b) those structural projections permitted to be outside a *building envelope* by Section 7 of this By-law, and

for clarity, no component of any building or structure located within the *site* shall be permitted above 100.0 metres above *grade*.

9. For clarity, the preceding Section does not permit the erection or use above the said *height* limits of any other structures and elements identified in Section 4(2)(a)(i) and Section 4(2)(a)(ii) of *By-law No. 438-86*.
10. Notwithstanding Section 4(5) (b) of *By-law No. 438-86*, a minimum of 176 *parking spaces* shall be provided and maintained within the above grade *parking garage* permitted by Section 4.(d)b of this By-law, of which
  - (a) 161 *parking spaces* shall be exclusively for use by residents of the *mixed-use building*,
  - (b) 11 *parking spaces* shall be exclusively for use by, and shall be designated for, residents' visitors of the *mixed-use building*, and,
  - (c) 4 *parking spaces* shall be exclusively for use by, and shall be designated for, non-residents visitors.
11. Notwithstanding Section 4(17) of *By-law No. 438-86*, the minimum dimension for a *parking space* required by this By-law shall be 5.6 metres in length, 2.0 metres in height and 2.6 metres in width.
12. Notwithstanding Section 4(13) of *By-law No. 438-86*,
  - (a) a minimum of 140 *bicycle parking space – occupant* shall be provided and maintained on the *site*, and
  - (b) a minimum of 29 *bicycle parking space – visitor* shall be provided and maintained at grade on the *site*.
13. Notwithstanding Section 4(8) of *By-law No. 438-86*, a minimum of one *loading space-type G* shall be provided and maintained on the *site*.
14. For clarity, the *site* shall be deemed to be a *lot* for the purposes of the *mixed-use building*.
15. For clarity, none of the provisions of Section 2 of *By-law No. 438-86* with respect to *lot, grade, height, residential gross floor area, parking space, and bicycle parking space* and Sections 4(2)(a), 4(5)(b), 4(8), 4(12), 4(13)(a), 4(16), 8(1)(f), 8(2)7, 8(3), Part(I)(a)(ii) and 12(2) 219(b) of *By-law No. 438-86* shall apply to prevent the erection and use of the *mixed-use building* otherwise permitted within the *site* by this By-law.
16. The *owner* of the *site* shall ensure that all water mains, sanitary and storm sewers and appropriate appurtenances required for the development of this *site* have been built or secured via a letter of credit acceptable to the Director of Technical Services prior to the issuance of a below grade permit, which for clarity shall not include any permit for demolition, excavation or shoring.
17. For clarity, Appendix "1" attached to this By-law is incorporated into this By-law and is deemed to be a part of this By-law.

18. For the purpose of this By-law, the following expressions shall have the following meaning,
- (a) "*building envelope(s)*" shall mean each of the *building envelopes for Blocks 1, 2, 3 and 4* as set out below,
  - (b) "*building envelope for Block 1*" means the building envelope, for any portion of the *mixed-use building* erected at the height between *grade* and 35.0 metres above *grade*, as delineated by heavy lines for the area shown as BLOCK 1 on Map 2a attached hereto,
  - (c) "*building envelope for Block 2*" means the building envelope, for any portion of the *mixed-use building* erected at the height between 35.0 and 58.5 metres above *grade*, for the area shown as BLOCK 2 as delineated by heavy lines on Map 2b attached hereto,
  - (d) "*building envelope for Block 3*" means the building envelope, for any portion of the *mixed-use building* erected at the height between 58.5 and 79.5 metres above *grade*, for the area shown as BLOCK 3 as delineated by heavy lines on Map 2c attached hereto,
  - (e) "*building envelope for Block 4*" means the building envelope, for any portion of the *mixed-use building* erected at the height between 79.5 and 100.0 metres above *grade*, for the area shown as BLOCK 4 as delineated by heavy lines on Map 2d attached hereto,
  - (f) "*By-law No. 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto 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",
  - (g) "*grade*" shall mean an elevation of 114.0 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment),
  - (h) "*guest suite*" shall mean a suite, located within that part of the *mixed-use building* contained within the *building envelope for Block 1*, other than a *dwelling unit*, that has no kitchen facilities and is available for use on a temporary basis as overnight accommodation for persons visiting residents of the *mixed-use building*,
  - (i) "*height*" means the vertical distance between *grade* and the highest point of the roof, building or structure,
  - (j) "*owner*" means the registered owner of the *site* or any part thereof,
  - (k) "*site*" means those lands outlined by heavy lines on Map 1 attached hereto, and

- (1) each word or expression which is italicized herein shall have the same meaning as such word or expression as defined in *By-law No. 438-86*.

ENACTED AND PASSED this 27th day of August, A.D. 2010.

DAVID R. MILLER,  
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 to be provided by the *owner* to the *City* in accordance with an agreement or agreements pursuant to Section 37(1) of the *Planning Act*:

1. The Owner agrees to pay to the City, One Million and Eighty Thousand Dollars (\$1,080,000.00) (the "Community Payments") which are to be applied, in the sole discretion of the City, as set out herein. The Owner agrees to pay the Community Payments to the City as follows:
  - Five Hundred Thousand Dollars (\$500,000.00) is to be paid due upon the By-law coming into effect, together with any increases to reflect increases in the Construction Price Index between June 1, 2010, and the date of the payment of the said monies, to be used as follows,
    - (i) Four Hundred and Seventy Thousand Dollars (\$470,000.00) to be used for improvements to the Jean Sibelius Square Park for landscaping, restoration work and future upgrading of the park facilities,
    - (ii) Thirty Thousand Dollars (\$30,000.00) to be used for the heritage Plaque Programme in the Annex community,
  - Five Hundred and Eighty Thousand Dollars (\$580,000.00) is to be paid to the City prior to the issuance of the first Above-Grade Building Permit, together with any increases to reflect increases in the Construction Price Index between June 1, 2010, and the date of the payment of the said monies, to be used as follows,
    - (i) Two Hundred and Thirty Thousand Dollars (\$230,000.00) to be used for additional improvements to the Jean Sibelius Square Park,
    - (ii) Two Hundred Thousand Dollars (\$200,000.00) to be used by the Annex Residents Association for a Heritage Conservation District Plan or Plans [or Study] for a study area or areas, as determined by the City, within the Annex community,
    - (iii) One Hundred Thousand Dollars (\$100,000.00) to be used by Toronto Community Housing Corporation for capital improvements to affordable housing within Ward 20, and
    - (iv) Fifty Thousand Dollars (\$50,000.00) to be used towards the reconstruction of the east-west laneway or other related purposes, at the discretion of the Chief Planner.

The Owner is to acknowledge that the payment of the Community Payments shall be in addition to the obligation of the Owner to pay monies in lieu of a transfer of land for park purposes in accordance with the City's Municipal Code provisions enacted pursuant to Section 42 of the *Planning Act*.

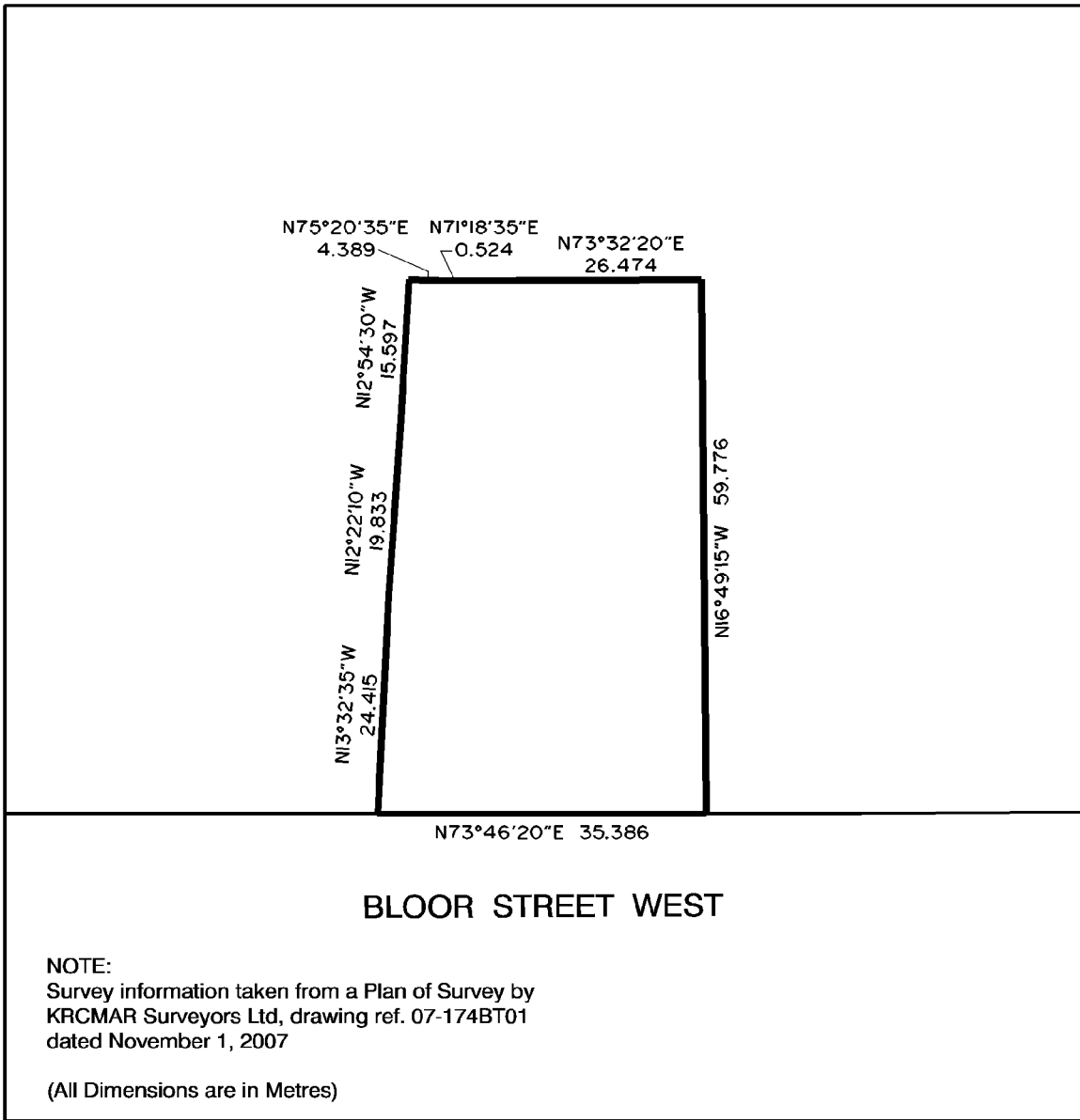
2. The Owner shall incorporate in the construction of the building exterior material shown on the 1:50 scale drawings, recommended for approval by the Director of Community Planning, Toronto and East York District submitted for the development of the four submitted building elevations and provide the incorporation in the construction of the site, landscaping and paving materials satisfactory to the Director of Community Planning, Toronto and East York District and Executive Director, City Planning Division.
3. The Owner will agree that if vehicular access in the future is provided over or through such lands abutting to the north and otherwise in proximity to the site, which may include but not limited to properties at 9 Bedford Road, 5 Prince Arthur, Avenue, 194R, and 208R Bloor Street West, the owner shall take all reasonable and appropriate action and measures to the satisfaction of the Chief Planner and Executive Director of Technical Services, to redirect traffic over such access and to cease all vehicular use of the north-south private right-of-way immediately abutting the site.
4.
  - (i) That the owner agree to, in conjunction with construction of the proposed building, design and construct, to the satisfaction of the Chief Planner and the Executive Director of Technical Services, an at-grade pedestrian walkway over the existing north-south private laneway located along the westerly portion of the subject property, as more particularly detailed on the site plan drawings to be submitted later for the building. The pedestrian walkway may be constructed so as to allow continued use of the laneway by motor vehicles until the City obtains the conveyance of the pedestrian walkway easement.
  - (ii) That the owner also agree to convey an easement to the City over the laneway for pedestrian walkway purposes for the life of the building and subject to the usual City conditions respecting such pedestrian walkway easements.
  - (iii) That the owner also agree that conveyance of the walkway easement to the City shall occur when,
    - i. the access rights to the existing east-west laneway located to the rear of the property have been secured by the City,
    - ii. the rear laneway has been gated with card reader access at the rear of 220 Bloor Street at the expense of the future laneway users (which the owner shall agree to do);
    - iii. the City owned laneway has been upgraded (at no cost to the owner other than the above noted \$50,000 contribution);

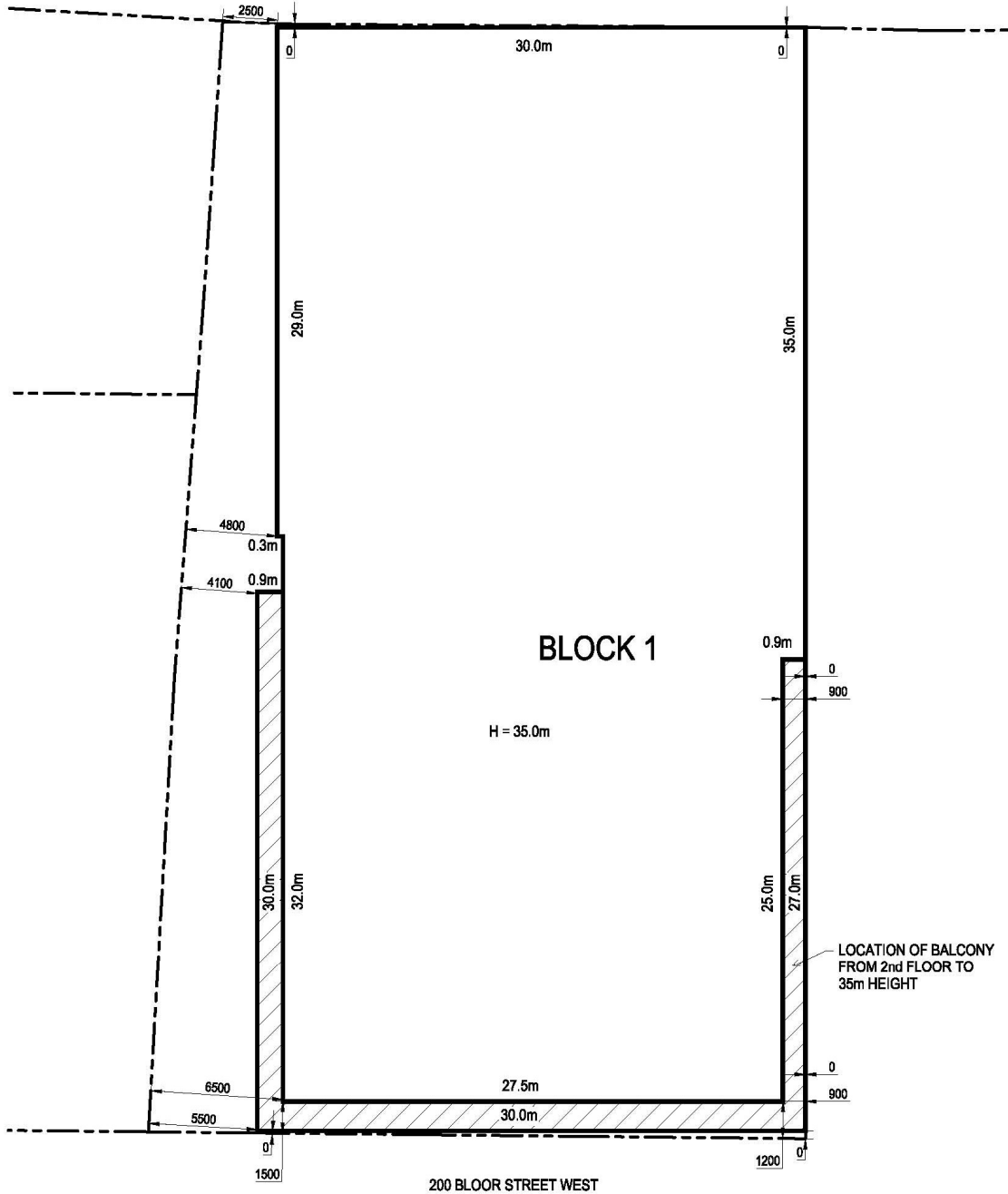


- iv. the release of all easement and right-of-way interests of other parties or properties over the existing north-south private laneway located along the westerly portion of the subject property (in this regard the owner of 192A, 194 and 200 Bloor Street West, shall agree to assist the City in securing such releases, but shall not be required to make any financial contribution to secure such releases).
5. The Owner will agree the construction of the at-grade pedestrian walkway is to be completed within six (6) months (allowing for poor winter weather) after the substantial completion of the building.
6. The Owner will agree to have notice contained of the requirement of the walkway requirement in any condominium documents to the satisfaction of the City Solicitor.
7. With respect to such matters as the Chief Planner considers appropriate, the Owner shall; submit a letter from the architect confirming such requirements have been implemented; thereafter maintain them; advise all prospective purchasers of them in their Agreements of Purchase and Sale and the associated Condominium disclosure documents; ensure any registered Condominium Declaration shall include notice of them; and thereafter submit a letter from the Owner's solicitor confirming compliance.
8. The Owner will agree to insert warning clauses in all offers to purchase, agreements of purchase and sale or agreements to lease, and condominium declaration document(s) for each affected residential unit, such warning clauses, respecting the possibility of future area developments, to be to the satisfaction of the Chief Planner and Executive Director of City Planning and the City Solicitor.
9. The Owner will agree to provide and maintain an irrigation system for any proposed trees within the public road allowance, 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 for all new trees in the public rights-of-ways, satisfactory to the Executive Director, Technical Services and General Manager, Parks, Forestry and Recreation.
10. The Owner will agree to provide for any improvements to the municipal infrastructure in connection with the site servicing review, should it be determined that up-grades are required to the infrastructure to support this development, according to the site servicing review accepted by the Executive Director of Technical Services.
11. The Owner will agree to build in conformity with the Green Development Standard Checklist submitted by the owner to the satisfaction of the Director of Community Planning, Toronto and East York District
12. The Owner will agree to 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 Director of Community Planning, Toronto and East York District and Executive Director, City Planning Division.

13. The Owner will agree to provide continuous weather protection with a minimum clear depth of one and a half (1.5) metres along Bloor Street West.
14. The Owner will agree to satisfy the TTC requirements as required by the Chief Planner.
15. The Owner shall 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 Solicitor with conditions providing for indexed escalation of financial contributions, no credit for development charges unless otherwise specified, 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 zoning by-law which identify the facilities, services and matters to be secured.





MAP 2a

BLOOR STREET WEST

