

CITY OF TORONTO

BY-LAW No. 1433-2011(OMB)

To amend the General Zoning By-law No. 438-86, as amended, of the former City of Toronto with respect to the lands municipally known as 11 Charlotte Street.

WHEREAS the owner of the lands known municipally in the year 2011 as 11 Charlotte Street has appealed a proposed zoning by-law amendment to the Ontario Municipal Board; and

WHEREAS the Ontario Municipal Board, by its Decision issued November 14, 2011, in Board File No. PL110176, approved amendments to the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to those lands;

THEREFORE pursuant to the Order of the Ontario Municipal Board, By-law No. 438-86, as amended, is further amended 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 of this By-law, 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 *site*, pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 of this By-law, the *site* 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 requirement.
3. Wherever in this By-law a provision is stated to be conditional upon the execution and registration of an agreement entered into with the City pursuant to Section 37 of the *Planning Act*, then once such agreement has been executed and registered, such conditional provisions shall continue to be effective notwithstanding any subsequent release or discharge of all or any part of such agreement.
4. Except as otherwise provided herein, the provisions of *By-law No. 438-86* shall continue to apply to the *site*.
5. None of the provisions of Sections 4(2)(a), 4(5)(b) and (i), 4(10)(d), 4(12), 4(13)(a) and (c), 4(17), 7(3) PART II 1(i) and 3, 7(3) PART II 7, 7(3) PART II 8(ii), 7(3) PART III 2, and 12(2)246 of *By-law No. 438-86*, shall apply to prevent the erection and use of a *mixed-use building* with underground parking on the *site*, provided that:
 - (a) the *lot* on which the building is located comprises at least the *site*;
 - (b) the total *residential gross floor area* and *non-residential gross floor area* on the *site* shall not exceed 16,737 square metres, of which:

- (i) the total *residential gross floor area* shall not exceed 16,325 square metres; and
 - (ii) the total *non-residential gross floor area* shall not exceed 450 square metres.
- (c) the total number of *dwelling units* shall not exceed 232;
- (d) the *height* of each portion of a building or structure erected above *grade*, in respect of each *building envelope* area, have a maximum *height* in metres as shown following the symbol "H" on Map 2 for the corresponding *building envelope* area, including mechanical and roof top elements, except for:
 - (i) railings, parapet walls, window washing equipment, stair towers, partitions dividing outdoor recreation areas and trellises, elements of a green roof, lightning rods, and exhaust flues, extending to a maximum vertical projection of 2.0 metres above the *height* limits shown on Map 2; and
 - (ii) landscape and public art features.
- (e) no part of any building or structure erected shall be located above *grade* other than within a *building envelope*, with the exception of the following:
 - (i) lighting fixtures, ornamental elements, trellises, window sills, planters, balustrades, guard rails, stairs, stair enclosures, wheelchair ramps, railings, awning and canopies, all of which may extend beyond the *building envelope*;
 - (ii) balconies, which can project beyond the *building envelope* to a maximum of 1.9 metres; and
 - (iii) landscape and public art features.
- (f)
 - (i) portions of the *mixed-use building* can project beyond the *site* above a *height* of 20.0 metres into the adjacent public laneway as depicted in the cross-hatching on Map 2; and
 - (ii) portions of the *mixed-use building* can project beyond the *site* above a *height* of 100.0 metres into the adjacent public laneway as depicted in hatching on Map 2.
- (g) a minimum number of *parking spaces* shall be provided and maintained on the *site* in accordance with the following:
 - (i) 65 *parking spaces*, which shall include 1 *car-share parking space*, for the use of the residents of the *site*;
 - (ii) 0.0 *parking spaces* for non-residential uses; and

- (iii) 0.0 *parking spaces* for visitors.
- (h) access to the *parking spaces* may be provided by motor vehicle elevators, provided each motor vehicle elevator has a minimum width of 3.5 metres, is readily accessible at all times for the parking and removal of a motor vehicle and provided not less than two (2) motor vehicle elevators are provided and maintained in the building for the use of residents of the *site*;
- (i) at least 182 *bicycle parking spaces – occupant* shall be provided in the *site*;
- (j) at least 16 *bicycle parking spaces – visitor* shall be provided in the *site*; and
- (k) *residential amenity space* shall be provided in accordance with the following table:

TYPE OF RESIDENTIAL AMENITY SPACE REQUIRED	AMOUNT OF RESIDENTIAL AMENITY SPACE REQUIRE
<i>residential amenity space</i> in a multi-purpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and a washroom:	225.0 square metres of <i>residential amenity space</i> .
<i>Residential amenity space</i> located outdoors:	250.0 square metres of <i>residential amenity space</i> of which at least 40 square metres is to be provided in a location adjoining or directly accessible from the indoor <i>residential amenity space</i> .

6. 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.
7. For clarity, all Appendices and Maps attached to this By-law are incorporated into this By-law and are deemed to be a part of this By-law.
8. A temporary *sales office* shall be permitted on the *site*.
9. Despite any existing or future severance, partition, or division of the *site*, the provisions of this By-law shall apply to the whole of the *site* as if no severance, partition or division occurred.

10. For the purpose of this By-law, the following expressions shall have the following meaning:
- (a) "*building envelope*" means a building envelope for each height area as shown by an "H", and as delineated by the heavy lines on Map 2 attached hereto;
 - (b) "*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";
 - (c) "*car-share motor vehicle*" means a motor vehicle available for short term rental, including an option for hourly rental, for the use of at least the occupants of a building erected within the *site*;
 - (d) "*car-share parking space*" means a parking space used exclusively for the parking of a car-share motor vehicle;
 - (e) "*City*" means the City of Toronto;
 - (f) "*grade*" means 87.30 metres above Canadian Geodectic Datum;
 - (g) "*height*" shall mean the vertical distance between *grade* and the highest point of the building or structure, and for clarity shall include the highest point of any mechanical penthouse, elevator overruns, stairwell enclosures, or other building elements;
 - (h) "*owner*" means the registered owner of the *site* or any part thereof;
 - (i) "*parking space*" means an unimpeded area which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another vehicle and that has dimensions not less than those prescribed by Subsection 4(17) of *By-law No. 438-86* except that 7 *parking spaces* which are obstructed on one side may have a width of 2.6 metres instead of 2.9 metres and 4 *parking spaces* may have a length of 5.4 metres instead of 5.6 metres;
 - (j) "*sales office*" means an office used exclusively for the initial sale and/or initial leasing of *dwelling units* or *non-residential* uses to be erected on the *site*;
 - (k) "*site*" means those lands outlined by heavy lines on Map 1 attached hereto; and
 - (l) 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 *By-law No. 438-86*.

PURSUANT TO THE ORDER/DECISION OF THE ONTARIO MUNICIPAL BOARD
ISSUED NOVEMBER 14, 2011 IN BOARD FILE NO. PL110176.

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* shall pay the sum of One-Hundred Thousand Dollars (\$100,000.00) to the City concurrent with the delivery of this Agreement (but in any event prior to the issuance of the first Building Permit), for capital improvements to arts space in Ward 20 as directed by the Chief Planner in consultation with the Ward councillor, which is likely to be a site(s) occupied or operated by the Toronto Arts Council, but will not include improvements to Toronto Arts Council Administrative office space;
2. The *owner* shall pay the sum of One-Hundred Thousand Dollars (\$100,000.00) to the City prior to the issuance of the first Building Permit, for capital improvements to social housing in Ward 20 as directed by the Chief Planner in consultation with the Ward councillor, which is likely to be a site(s) owned or operated by the Toronto Community Housing Corporation;
3. The *owner* shall the sum of Eight-Hundred Thousand Dollars (\$800,000.00) to the City prior to the issuance of the first Building Permit, for capital improvements to the John Street Revitalization project in Ward 20 as directed by the Chief Planner in consultation with the Ward councillor; and
4. 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, HST, termination and unwinding, and registration and priority of agreement.



