

Authority: Ontario Municipal Board Decision/Order issued September 4, 2015, March 22, 2016 and April 10, 2017 in Board File PL150428

CITY OF TORONTO

BY-LAW 548-2017(OMB)

To amend former City of Toronto Zoning By-law 438-86, as amended, with respect to the lands municipally known as 700 Bay Street and 77 Gerrard Street West.

Whereas the *owner* of the lands known municipally in the year 2016 as 700 Bay Street and 77 Gerrard Street West appealed a proposed zoning by-law amendment to the Ontario Municipal Board; and

Whereas the Ontario Municipal Board, by its Decisions/Orders issued September 4, 2015, March 22, 2016 and April 10, 2017 in Board File PL150428, approved amendments to the former City of Toronto Zoning By-law 438-86, as amended, with respect to those lands;

The Ontario Municipal Board, by Order, amends former City of Toronto By-law 438-86 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 all of the conditions set out in this By-law and in return for the provision by the *owner* of the *lot* of the following 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 438-86, as amended shall continue to apply to the *lot*.
4. None of the provisions of Section 2(1) *height*, 2(1) *grade*, 4(2)(a), 4(5)(b), 4(5)(h), 4(5)(i), 4(8), 4(12), 4(13), 4(17), 8(1)(a), 8(3) Part I 1, 2 & 3, 8(3) Part III, 12(2)111, 12(2)132, 12(2)260, and 12(2)380 of By-law 438-86 of the former City of Toronto, as amended, shall apply to prevent the erection or use of a *mixed-use building* which may contain *dwelling units* and non-residential uses, including uses *accessory* thereto, and a *commercial parking garage* on the lot provided that:
 - a. The *lot* comprises the lands delineated by dashed lines on Map 1 attached to and forming part of this By-law;
 - b. The combined *residential gross floor area* and *non-residential gross floor area* shall not exceed 58,400 square metres of which the *non-residential gross floor area* shall not exceed 20,850 square metres;

- c. No portion of the building or structure erected on the *lot* above *grade* is located otherwise than wholly within the areas delineated by heavy lines on the attached Map 2, subject to the following:
- i. Canopies, awnings, building cornices, balconies, lighting fixtures, ornamental elements, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, stairs, stair enclosures, service corridors, wheel chair ramps, vents, underground garage ramps, landscape and green roof elements, wind mitigation and public art features may extend beyond the heavy lines shown on Map 2;
- d. The *height* of any building or structure or portion thereof shall not exceed those *heights* as indicated by the H symbol on Map 2 subject to the following:
- i. mechanical equipment such as, but not limited to, heating or cooling towers/heating or cooling tower stacks, stair enclosure, service corridors, window washing equipment, chimney stacks, makeup air units, emergency generator, garbage chute or elevator overruns, parapets, lightning rods, exhaust stacks or a fence, wall or structure enclosing such elements, lighting fixtures, ornamental elements, trellises, landscape elements and elements of a green roof, partitions dividing outdoor recreation areas, wind mitigation features and walls or structures enclosing mechanical equipment may extend above the *heights* indicated on Map 2;
- e. *Parking spaces* shall be provided and maintained on the *lot* in accordance with the following minimum amounts:
- i. 190 *parking spaces* for residents of the building;
 - ii. No exclusive *parking spaces* are required for visitors of the dwelling units or the non-residential uses on the *lot*;
 - iii. 68 *parking spaces* shall be provided and maintained within a *commercial parking garage* on the *lot*, and notwithstanding the definition of *non-residential gross floor area*, the floor area of the *commercial parking garage* and uses *accessory* thereto shall be excluded from the calculation of *non-residential gross floor area*;
 - iv. Drive aisles shall be provided with a minimum width of 5.39 metres except where a drive aisle is designated to operate one-way and does not provide direct access to an adjacent parking space it may be provided with a minimum width of 3.35 metres;
 - v. *Parking spaces* shall be provided with a minimum length of 5.5 metres and a minimum width of 2.6 metres;

- vi. A maximum of 3 *car-share parking* spaces shall be permitted and each *car-share parking space* may reduce the minimum resident parking required by four (4) *parking spaces*; and
- vii. *Parking spaces, car-share parking spaces* and drive aisles existing as of the date of enactment of this bylaw shall be deemed to comply with the minimum size requirements otherwise required by By-law 438-86;
- f. *Bicycle parking spaces* shall be provided and maintained on the lot in accordance with the following minimum requirements:
 - i. 300 *bicycle parking spaces* shall be provided for the *dwelling units* on the *lot*;
 - ii. 20 *bicycle parking spaces* shall be provided for visitors of the *dwelling units* on the lot;
 - iii. 30 *bicycle parking spaces* shall be provided for the non-residential use on the *lot*;
 - iv. *Bicycle parking spaces* may be provided in horizontal, stacked or vertical positions; and
 - v. Notwithstanding Section 2(1) *bicycle parking space – visitor, bicycle parking spaces – visitor* may be provided on the P1 level in a secured room, enclosure or bicycle locker;
- g. *Residential amenity space* shall be provided in accordance with the following:
 - i. A minimum of 1,136 square metres of indoor *residential amenity space* shall be provided on the *lot* in a multi-purpose room or rooms at least one of which contains a kitchen and a washroom; and
 - ii. A minimum of 405 square metres of outdoor *residential amenity space* shall be provided on the *lot*;
- h. 22 three-bedroom dwelling units shall be secured as *replacement rental dwelling units* on the *lot*, where the "replacement rental dwellings" means units to be secured pursuant to Appendix 1 to this By-law of at least 89.0 metres squared, and all of which shall have bedrooms with an exterior window;
- i. None of the provisions of this By-law or By-law 438-86 shall apply to prevent a *temporary sales office* on the *lot*; and
- j. One *loading space – type G* and one *loading space – type B* shall be provided on the *lot*.

5. For the purposes of this By-law, all italicized words and expressions have the same meanings as defined in By-law 438-86, as amended, with the exception of the following:
- a. *"grade"* means 97.08 metres Canadian Geodetic Datum;
 - b. *"height"* means the vertical distance between *grade* and the highest point of the building roof shown on Map 2;
 - c. *"temporary sales office"* means a building, structure, facility or trailer on the lot used for the purpose of the sale or lease of *dwelling units* or the non-residential uses to be erected on the *lot*;
 - d. *"replacement rental dwelling units"* means the replacement rental dwelling units to be secured pursuant to Appendix 1 to this By-law; and,
 - e. *"car-share parking space"* means a parking *space* exclusively reserved and signed for a car used only for car-share purposes and such car-share is for the use of at least the occupants of the building.
6. Despite any existing or future severance, partition or division of the *lot*, the provisions of this by-law shall apply to the whole *lot* as if no severance, partition or division occurred.
7. Within the lands shown on Map 1, no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the lot line and the following provisions are complied with:
- a. all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and
 - b. all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
8. Except as otherwise provided herein, the provisions of Zoning By-law 438-86 shall continue to apply to the *lot*.

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APPENDIX 1
Section 37 Provisions

The facilities, services and matters set out herein are the 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* and the owner with conditions providing for indexing escalation of both the financial contributions, and letters of credit, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement:

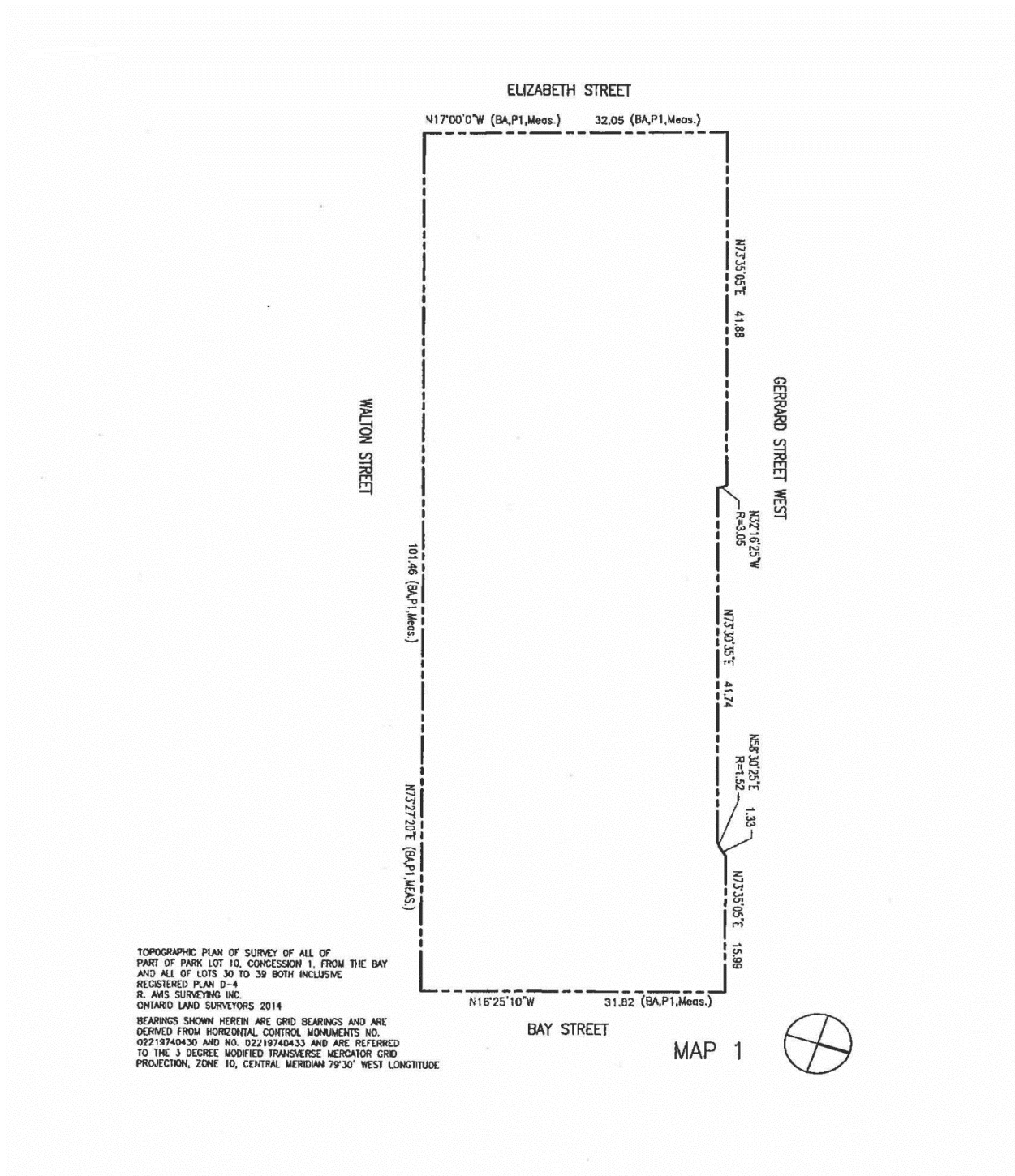
1. The Owner agrees to provide a contribution to the City in the amount of THREE MILLION DOLLARS (\$3,000,000.00) which shall be used in accordance with Official Plan policy 5.1.1. for park improvements, streetscape improvements and new affordable housing with the final allocation to be determined in consultation with the Ward Councillor and to the satisfaction of the Owner and the Chief Planner.
2. The Owner agrees to pay to the City the contribution set out in item 1 by certified cheque at or before the issuance of the first above-grade Building Permit for Development on the Site together with any increases to reflect increases in the Construction Price Index from the date of execution of this Agreement until the payment of the said monies.

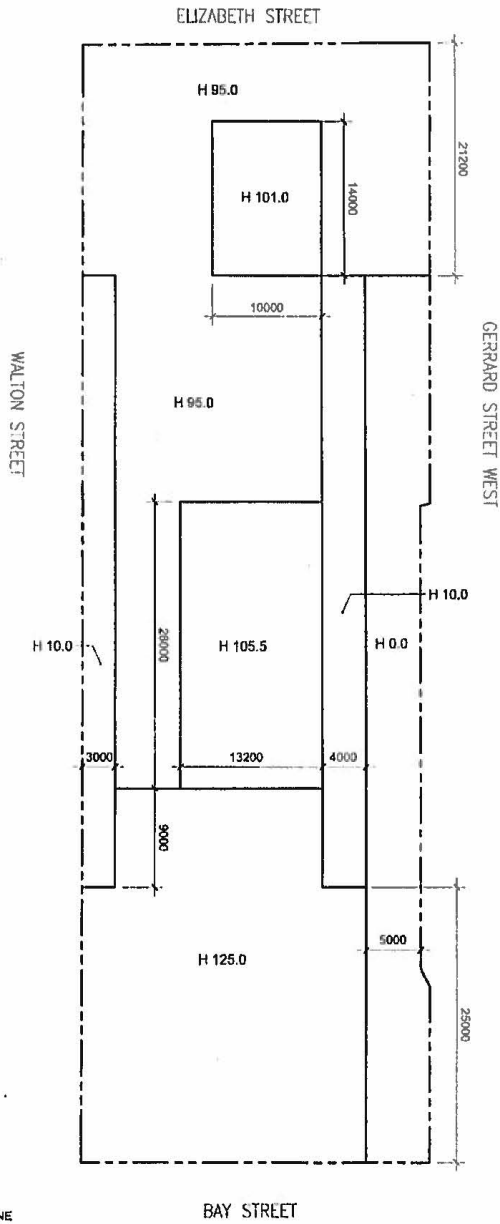
The following matters will be secured in the Section 37 agreement for legal convenience:

3. Securing the rental tenure of the *dwelling units* on the *lot* for a period of at least 20 years from the date the By-law comes into force and effect;
4. The *owner* shall replace the 22 existing three-bedroom rental apartment units to be converted to two-bedroom units to the satisfaction of City Council, in accordance with standard practice and policies, as required. The terms regarding replacement will be secured in the Section 111 permit/agreement, zoning by-law amendment, Section 37 agreement(s), as required.
5. The *owner* shall provide and maintain not less than 22 *replacement rental dwelling units* on the *lot* of which a minimum of 12 *dwelling units* shall be provided as mid-range replacement *dwelling units* and a minimum of 10 *dwelling units* shall have no rent stipulations in the Agreement(s):
 - a. The 22 *replacement rental dwelling units* shall be provided entirely on the *lot*; and shall all be three-bedroom units, all bedrooms of which have exterior windows;
 - b. The replacement *rental dwelling units* shall be maintained as rental units for at least 20 years, beginning with the date that that each unit is occupied and until the owner obtains approval for a zoning by-law amendment removing the requirement for the *replacement rental dwelling units* to be maintained as rental units. No application may be submitted for condominium or for any other conversion to non-rental housing purposes, or for demolition without providing for replacement during the 20 year period;

- c. All of the *replacement rental dwelling units* shall be ready and available for occupancy no later than the date by which 80 percent of the other new *dwelling units* erected on the *lot* after the date of enactment of this amendment are available and ready for occupancy;
 - d. The *owner* shall provide and maintain rents no greater than mid-range rents charged to the tenants who rent each of the 12 mid-range *replacement rental dwelling units* during the first 10 years of its occupancy, such that the initial rent shall not exceed an amount based on the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent times 1.5 for the City of Toronto by unit type, and over the course of the 10 year period, annual increases shall not exceed the Provincial Rent Guideline and, if applicable, permitted above-Guideline increases. Upon turn-over during the 10 year period, the rent charged to any new tenant shall not exceed an amount based on the initial rent, increased annually by the Provincial Rent Guideline, and any above-Guideline increase, if applicable;
 - e. The *owner* is entitled to charge an unrestricted rent for the remaining 10 three-bedroom units, unless to a returning tenant;
 - f. Rents charged to tenants occupying a mid-range *replacement rental dwelling unit* at the end of the 10 year period set forth in subsections (d) and (e) shall be subject only to annual increases which do not exceed the provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their *dwelling unit* or until the expiry of the rental tenure period set forth in subsection (b) with a phase-in period of at least three years for rent increases; and
 - g. Rents charged to tenants newly occupying a *replacement rental dwelling unit* after the completion of the 10 year period set forth in subsections (d) and (e) will not be subject to restrictions by the City of Toronto under the terms of subsections (d) and (e).
6. The *owner* shall provide tenant relocation assistance to the tenants of the existing units directly affected by the demolition, in accordance with the more detailed Tenant Relocation and Assistance Plan to be included in the agreement or agreements, to the satisfaction of the Chief Planner. The assistance shall include at least:
- a. an extended notice period before having to vacate for demolition;
 - b. the right to return to a rental replacement unit; and
 - c. all affected tenants shall receive financial assistance to assist with relocation beyond the amounts required by provincial legislation, with extra provisions for tenants with special needs.

7. The owner shall provide a Construction Mitigation and Tenant Communication Plan to the satisfaction of the Chief Planner Executive Director to be secured and finalized through the site plan approval process.
8. Streetscape improvements around the entirety of the development site to be secured through the Site Plan approval process:
 - a. Façade improvements around the entirety of the development site to be secured through the Site Plan approval process.





----- PROPERTY LINE
——— MAX. EXTENT OF BUILDING ENVELOPE
H 0.0 BUILDING HEIGHT (IN METRES)
MEASURED ABOVE GRADE 97.08

MAP 2

