

Authority: Toronto and East York Community Council
Item TE4.13, as adopted by City of Toronto Council on
March 27 and 28, 2019

CITY OF TORONTO

BY-LAW 1528-2019

To amend former City of Toronto Zoning By-law 438-86, as amended, to amend site-specific Zoning By-law 133-2014 and to repeal former City of Toronto By-laws 547-85 and 727-94 for the lands municipally known in the year 2018 as 545, 555, 561, 565, 583, 589, 591, 595, 599 and 601 Sherbourne Street, 306-334 Bleecker Street, 346-350 Bleecker Street, 354-368 Bleecker Street, 60-68 Earl Street, 280-294 Bleecker Street, 61 Earl Street and 3-7 Howard Street.

Whereas authority is given to Council under the Planning Act, R.S.O. 1990, c. P. 13, as amended, to pass this By-law; and

Whereas Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the Planning Act; and

Whereas pursuant to Subsection 37(3) of the Planning Act, the Council of a municipality may, in a by-law passed under Section 34 of the Planning Act, authorize increases in the height and/or density of development beyond that otherwise permitted by the zoning by-law, in return for the provision of such facilities, services and matters as are set out in the by-law; and

Whereas the increases in the density and heights permitted hereunder, beyond that otherwise permitted on the land by By-law 438-86, as amended, are to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the *owner* of such land and the City of Toronto (hereinafter referred to as the "City"); and

Whereas the Official Plan of the former City of Toronto contains provisions relating to the authorization of the height and density of development; and

Whereas the *owner* of the land that is the subject of this By-law has elected to provide the facilities, services and matters as are hereinafter set forth; and

Whereas Council has required the *owner* of the aforesaid lands to enter into one or more agreements dealing with certain facilities, services and matters in return for the increases in height and density in connection with the aforesaid land as permitted in this By-law;

The Council of the City of Toronto enacts:

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 including the provision by the *owner* of the *land* of the facilities, services and matters set out in Appendix 1 hereof to the City at the *owner's* sole expense and in accordance with and subject to the agreement referenced in Section 2 of this By-law.

2. Upon execution and registration of an agreement or agreements with the *owner* of the *land* pursuant to Section 37 of the Planning Act securing the provision of the facilities, services or matters set out in Appendix 1 hereof, the *land* 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. Zoning By-law 133-2014 is amended by deleting Map 1 and Map 2 and replacing them with Map 1, Map 2 and Map 3 attached to and forming part of this By-law, by deleting Section 5 and replacing it with Section 6 of this By-law, and by deleting Section 6 and replacing it with Section 8 of this By-law.
4. Except as otherwise provided herein, the provisions of By-law 438-86, as amended, and site-specific By-law 133-2014, as amended, shall continue to apply to the *land*.
5. By-laws 547-1985 and 727-1994 are hereby repealed.
6. Notwithstanding the provisions of 4(2)(a), 4(5), 4(8), 4(12), 4(13)(a) and (c), 4(16), 6(1)(f)(b), 6(2)(8), 6(3) Part I (1), 6(3) Part II (2) to (5), 6(3) Part III (1) and (2), 8(3) Part 1, 8(3) Part II, 8(3) Part III, 12(1) 232, 12(2) 132 and 12(2)260 of By-law 438-86, as amended, the following development standards shall now be applicable to the lands:
 - (a) the *land* shall comprise the lands delineated by heavy lines on Map 1 attached to and forming part of this By-law;
 - (b) in addition to the uses permitted in Section 6(1)(f) of By-law 438-86, permitted uses shall also include one or more of the uses listed in Sections 8(1)(f)(b)(i), (ii), (iii), (iv), (v), (vi), (viii) and (ix) of By-law 438-86;
 - (c) a *commercial parking garage* shall be a permitted use, subject to Section 6(m)(iii) of this By-law;
 - (d) in Area A as shown on Map 1 of this By-law, the total *residential gross floor area* shall not exceed 35,200 square metres and the total *non-residential gross floor area* shall not exceed 800 square metres;
 - (e) in Area B as shown on Map 1 of this By-law, the total *residential gross floor area* shall not exceed 109,720 square metres and the total *non-residential gross floor area* shall not exceed 5,250 square metres;
 - (f) in Area A, the number of *dwelling units* and types of *dwelling units* in must comply with the following:
 - (i) the maximum total number of *dwelling units* is 545;
 - (ii) the minimum number of three-bedroom *dwelling units* is 43; and
 - (iii) the minimum number of two-bedroom *dwelling units* is 137;

- (g) in Area A, no portion of the building or structure erected or used above *grade* shall be located otherwise than wholly within the areas delineated by heavy lines shown on Map 2 of this By-law, subject to the following encroachment exceptions:
- (i) cornices, lighting fixtures, ornamental elements, parapets, eaves, window sills, guardrails, balustrades, railings, wheel chair ramps, thermal insulation and roof ballast, and pipes, to a maximum of 0.3 metres;
 - (ii) window washing equipment and vents to a maximum of 3.0 metres;
 - (iii) canopies and awnings to a maximum of 3.5 metres; and
 - (iv) balconies to a maximum of 2.0 metres, provided they do not project beyond the *lot* line;
- (h) in Area B, no portion of the building or structure erected or used above *grade* shall be located otherwise than wholly within the areas delineated by heavy lines shown on Map 3 of this By-law, subject to the following encroachment exceptions:
- (i) awnings, lighting fixtures, ornamental elements, trellises, window sills, balustrades, stairs, stair enclosures, wheelchair ramps, underground garage ramps, landscape and public art features may extend to a maximum of 1.0 metres; and
 - (ii) balconies to a maximum of 1.5 metres;
- (i) in Area A, the *height* of any building or structure, or portion thereof, including mechanical penthouse and elevator/stair overrun, shall not exceed those heights as indicated by the numbers following "HT" on Map 2, with the exception of the following:
- (i) stairs and stair enclosures, elevator, heating, cooling or ventilating equipment, mechanical penthouse, wall or structure enclosing such elements to a maximum of 7.5 metres;
 - (ii) decks, planters, parapets, railings retaining walls, and roof access hatches to a maximum of 1.5 metres;
 - (iii) chimneys, fencing, landscape and public art features, lighting fixtures, ornamental elements, trellises, flues, pipes, stacks, structures located on the roof used for outside or open air recreation, terrace or balcony guard dividers, vents, wind protection and safety features to a maximum of 3.0 metres; and
 - (iv) waterproofing materials, pavers and green roof elements to a maximum of 0.4 metres;

- (j) In Area B, the *height* of any building or structure, or portion thereof, including mechanical penthouse and elevator/stair overrun, shall not exceed those *heights* as indicated by the numbers following "HT" on Map 3, with the exception of the following:
- (i) parapets, terrace guards and dividers, planters, railings, decorative screens, and window washing equipment to a maximum of 1.0 metres;
- (k) a minimum of 4,048 square metres of landscaped open space shall be provided on the *land*, which may include structures that provide access to an underground parking garage that are both below *grade* and above *grade* with a maximum height of 3.0 metres and may include structures for venting that are at and/or below *grade* provided that the total area of all access structure and venting structures does not exceed 90 square metres;
- (l) indoor and outdoor *residential amenity space* shall be provided for each building identified on Map 2 and Map 3, or on the *land*, in accordance with the following:
- (i) Building A – a minimum of 200 square metres of indoor *residential amenity space*;
 - (ii) Building B – a minimum of 250 square metres of indoor *residential amenity space*;
 - (iii) Building C – a minimum of 223 square metres of *residential amenity space*;
 - (iv) Building D – a minimum of 2.0 square metres of indoor *residential amenity space* per *dwelling unit* within Building D;
 - (v) Building E – a minimum of 1,060 square metres of indoor *residential amenity space*;
 - (vi) Building E – a minimum of 630 square metres of outdoor *residential amenity space*; and
 - (vii) A minimum of 3,280 square metres of outdoor *residential amenity space* must be provided on the lands, excluding the outdoor *residential amenity space* required for Building E as specified in (l)(vi) above;
- (m) *parking spaces* shall be provided and maintained below *grade* on the *land* in accordance with the following:
- (i) a minimum of 597 *parking spaces* must be provided for the residents of the *dwelling units*;
 - (ii) a minimum of 206 *parking spaces* must be provided on Level P1 for both visitors to residents of the *dwelling units* and non-residential uses;

- (iii) a maximum of 93 *parking spaces* may be used as a *commercial parking garage*; and
 - (iv) of the total number of *parking spaces* on the *land*, a maximum of 243 *parking spaces* may be obstructed on one side by any part of a fixed object such as, but not limited to, a wall column, bollard, fence or pipe;
- (n) *bicycle parking spaces* shall be provided and maintained for each building identified on Map 2 and Map 3, or on the *land*, in accordance with the following:
- (i) Buildings A, B and C – a minimum of 194 *bicycle parking spaces* for the residents of the *dwelling units*;
 - (ii) Building D – a minimum of 246 *bicycle parking spaces* for the residents of the *dwelling units*;
 - (iii) Building E – a minimum of 475 *bicycle parking spaces* for the residents of the *dwelling units*;
 - (iv) a minimum of 150 visitor *bicycle parking spaces* for all buildings on the *land*, of which a minimum of 40 visitor *bicycle parking spaces* shall be provided at ground level and the remaining must be located below *grade* in a secured room on Level P1;
 - (v) *bicycle parking spaces* may be located in *bicycle stacking units*; and
 - (vi) a *bicycle parking space* located in a *bicycle stacking unit* may overlap an adjacent *bicycle parking space* on one or both sides on the same tier to a maximum of 0.2 metres per side;
- (o) *loading spaces* shall be provided on the *land* in accordance with the following:
- (i) a minimum of one *loading space* – type "A";
 - (ii) a minimum of four *loading spaces* – type "B";
 - (iii) a minimum of one *loading space* – type "C"; and
 - (iv) a minimum of two *loading spaces* – type "G", one of which will have a minimum vertical clearance of 6.1 metres for 9.5 metres of its length.
7. None of the provisions of By-law 438-86, as amended, shall apply to prevent a *temporary sales office* on the *land* as of the date of the passing of this By-law.

8. For the purpose of this By-law, each word or expression that is italicized in this By-law shall have the same meaning as such word or expression as defined in By-law 438-86, as amended, with the exception of the following:
- "bicycle parking space"* shall have a minimum dimension of 1.8 metres length, 0.6 metres width and a vertical clearance of 1.9 metres;
- "bicycle stacking units"* shall mean *bicycle parking spaces* whereby bicycles may be parked above one another with the aid of an elevation mechanism, if a *bicycle stacking unit* is provided, the minimum vertical clearance for each *bicycle parking space* is 1.2 metres;
- "grade"* means 115.30 metres Canadian Geodetic Datum in Area A and means 114.79 metres Canadian Geodetic Datum in Area B;
- "height"* means the vertical distance between *grade* as defined in this By-law and the highest point of the roof except for those elements prescribed in this By-law;
- "land"* means the lands delineated by heavy lines on Map 1 attached to and forming part of this By-law, municipally known as 545-601 Sherbourne Street and 3-7 Howard Street; and
- "temporary sales office"* means a temporary building, structure, facility or trailer on the *land* used for the purpose of the sale of *dwelling units* to be erected on the *land*.
9. Where the provisions of this By-law conflict with By-law 438-86 and By-law 133-2014, the provisions of this By-law shall take precedence.
10. Despite any existing or future severance, partition, or division of the *lot*, the provisions of this By-law shall apply to the whole of the *lot* as if no severance, partition or division occurred.

Enacted and passed on October 30, 2019.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

APPENDIX 1
Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City at the *owner's* expense in return for the increase in height and density of the proposed development on the lands as shown as Area A on Map 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the *owner* agrees as follows:

1. Prior to the issuance of the first above-grade building permit, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the *owner* shall pay to the City the sum of \$2,278,000.00, to be allocated as follows:
 - a. \$1,139,000.00 to be allocated towards local area park or streetscape improvements located in the general vicinity of the *land* within Ward 13 that comply with the Streetscape Manual and/or are to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor;
 - b. \$1,139,000.00 to be allocated towards existing and/or new affordable housing that may be owned by Toronto Community Housing, and/or towards existing community facilities, and/or towards recreational space and/or cultural space improvements that may be owned by Toronto Community Housing in the general vicinity of the *land* within Ward 13, in consultation with the Ward Councillor;
2. The payments required in items 1a and 1b, above, are to be indexed upwardly with the "Non-Residential Construction Price Index for the Toronto Census Metropolitan Area", as reported quarterly by Statistics Canada in Building Construction Price Indexes Publication 327-0058, or its successor, and calculated from the date that the Section 37 Agreement is registered on title to the date of payment of the funds;
3. In the event the cash contributions required in items 1a and 1b above have not been used for the intended purpose within three (3) years of the date of the issuance of the first above-grade building permit, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the cash contribution may be directed to another purpose, at the discretion of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor, provided that the purpose is identified in the Toronto Official Plan and will benefit the community in the vicinity of the *land*;
4. Prior to the issuance of the first above-grade building permit for all or any part of the *land*, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor , the *owner* shall convey to the City unencumbered parkland of at least 80.9 square metres that covers a portion of 589 Sherbourne Street and/or adjacent lands, to the satisfaction of the City

Solicitor and the General Manager, Parks, Forestry and Recreation, in consultation with the Chief Planner and Executive Director, City Planning. This conveyance is in addition to the parkland conveyance being secured under Section 42 of the Planning Act, described below in item 6;

5. Prior to the issuance of the first above-grade building permit for all or any part of the *land*, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the *owner* shall extend the existing park lease to the City on the lands at 583-589 Sherbourne Street, known as St. Jamestown West Park, by an additional 124 years over and above the remaining park lease term. Alternatively, at the City's discretion, the *owner* shall enter into a new lease with the City that will extend the existing lease by an additional 124 years. Such an extension or new lease, as the case may be, shall be on terms and conditions satisfactory to Deputy City Manager, Corporate Services or designate and the City Solicitor, and shall include any amendments required to give effect to such terms and conditions. Without limitation to the foregoing, the extension or new lease shall provide for the following, unless otherwise agreed to by the Deputy City Manager, Corporate Services, and approved by the City Solicitor, each at their sole discretion, effective as of execution of the lease:
 - a. the land at 583 Sherbourne Street and certain other lands, shall be incorporated into the leased premises, and the lands to be included in the development site and to be conveyed to the City as a parkland conveyance under Section 42 of the Planning Act shall be surrendered from the leased premises;
 - b. as in the existing lease, the rent shall be nominal and the landlord shall be responsible for all taxes and utilities;
 - c. the landlord's termination right currently found in the lease shall be deleted;
 - d. the lease shall have priority over all mortgages, charges or other financial encumbrances against the lands forming the leased premises; and
 - e. the *owner* shall be responsible for, and shall indemnify and save the City harmless from, any land transfer taxes or similar charges payable as a result of the new lease or lease extension.

Parkland Dedication

6. The *owner* will be required to convey the 607.64 square metre portion of the development site for public parkland purposes, to the satisfaction of the General Manager, Parks, Forestry and Recreation and the Chief Planner and Executive Director, City Planning. This parkland conveyance includes 526.74 square metres being conveyed under Section 42 of the Planning Act and 80.9 square metres being conveyed under Section 37 of Planning Act (described in item 4 above). The land to be conveyed as parkland shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface

easements, unless otherwise approved by the General Manager, Parks, Forestry and Recreation;

7. The *owner* is required to convey and lease the parkland to the City prior to the issuance of the first above grade building permit for the all or any part of the *land*, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works;
8. The *owner* is to pay for the costs of the preparation and registration of all relevant documents. The *owner* shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans of survey for both the conveyed parkland and the leased parkland;
9. The Parties recognize that there is an existing underground parking structure on the *land*. Any Base Park Improvements or Above Base Park Improvements noted in the section 37 agreement shall not be construed so as to require the alteration, improvement or removal of the existing underground structure on the Lands except alterations and improvements necessary to support the leased parkland. The lease for the leased parkland shall include, without limitation, the requirements set out in section 5.77 of the section 37 agreement that is entered into pursuant to this Appendix.

Environmental Assessment

10. Prior to conveying the conveyed parkland and/or leasing the leased parkland to the City, the *owner* must:
 - 10.1 Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the *owner's* Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed and/or leased to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance and/or lease; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, Engineering and Construction Services, and copy to the General Manager, Parks, Forestry and Recreation;
 - 10.2 Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque payable to the City Controller, to the Executive Director, Engineering and Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the *owner* by the City);

- 10.3 Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the parkland to be conveyed and/or leased to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering and Construction Services;
- 10.4 At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering and Construction Services for peer review and concurrence, which states:
- 10.4.1 In the opinion of the Qualified Person:
- 10.4.1.1 It is either likely or unlikely that there is off-site contamination resulting from past land uses on the parkland that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
- 10.4.1.2 To the extent that the opinion in 10.4.1.1 is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
- 10.4.2 Both the conveyed parkland and the leased parkland meet either:
- 10.4.2.1 The applicable Ministry Generic Site Condition Standards (subject to applicable exemptions as stated in O. Reg. 153/04) for the most environmentally sensitive adjacent land use; or
- 10.4.2.2 The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- 10.5 The Qualified Person's statement, referenced in 9.4 above, will include a Reliance Letter that is dated and signed by the *owner's* Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the parkland; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering and Construction Services.

10.6 For conveyance and/or lease of parkland requiring a Record of Site Condition:

10.6.1 File the Record of Site Condition on the Ontario Environmental Site Registry; and

10.6.2 Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering and Construction Services and the General Manager, Parks, Forestry and Recreation.

Park Construction: Base Park Improvements

11. The *owner*, at their expense, will be responsible for base construction and installation of the both the conveyed parkland and the leased parkland. The Base Park Improvements include the following:

11.1 Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;

11.2 Grading inclusive of 300 millimetre depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with MOECC regulations, the required depth profile of the environmental soil / soft cap will be 1.5 metres of engineered fill compacted to 95 percent SPD and certified by the consulting engineer;

11.2.1 In the case of a risk-assessed site, all materials brought onto the parkland shall comply with the site-specific standards outlined in the Certificate of Property Use. In the case where no risk assessment of the parkland was required, all materials brought on site shall comply with the Ontario Reg. 153/04 Table 3 RPI standards;

11.3 Sod #1 nursery grade or equivalent value of other approved park development;

11.4 Fencing to City standard, where deemed necessary;

11.5 All necessary drainage systems, sanitary and storm service connections, including connections to municipal services and manholes at streetline;

11.6 Water and electrical service connections (minimum water: 50 millimetres to the street line including backflow preventers, shut off valves, water meter and chamber, electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));

11.7 Street trees along all public road allowances abutting existing and future City-owned parkland; and;

11.8 Standard park sign (separate certified cheque required).

12. All work described in item 10 above is to be completed to the satisfaction of the General Manager, Parks, Forestry and Recreation.
13. The *owner* shall construct Base Park Improvements for the parkland prior to the conveyance and/or lease of the parkland to the City, to the satisfaction of the General Manager, Parks, Forestry and Recreation.
14. Prior to the issuance of the first above grade building permit, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the *owner* shall submit a cost estimate and any necessary plans for the Base Park Improvements, to the satisfaction of the General Manager, Parks, Forestry and Recreation.
15. Prior to issuance of the first above grade building permit, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the *owner* shall post an irrevocable Letter of Credit in the amount of 120 percent of the value of the Base Park Improvements for the conveyed parkland and leased parkland to the satisfaction of the General Manager, Parks, Forestry and Recreation. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
16. The construction of the Base Park Improvements to the conveyed parkland and the reinstatement of the leased parkland shall be completed within one year after the issuance of the first above grade building permit, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, to the satisfaction of the General Manager, Parks, Forestry and Recreation. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the conveyed parkland and the leased parkland may be taken into consideration and the date for completion may be extended at the discretion of the General Manager, Parks, Forestry and Recreation.

Park Occupation Permit

17. Should the *owner* carry out any of the Base and Above Base Park Improvements on the Parkland following conveyance or lease of the parkland to the City, the *owner* must obtain, at the *owner's* expense, a Park Occupation Permit (POP) from Parks, Forestry and Recreation's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, Parks, Forestry and Recreation. The *owner* will indemnify the City against any claim during any interim use of or work carried out by the applicant on the parkland.

Temporary Fencing

18. Prior to conveyance of the conveyed parkland, the *owner* shall install temporary fencing around the conveyed parkland and the leased parkland and maintain the fencing until such time as the Park Improvements are completed.

Parkland Grading and Drainage

19. Prior to conveyance and/or lease of the parkland, the *owner* shall ensure that the grading and drainage for the conveyed parkland and the leased parkland is compatible with the grades of the adjacent lands to the satisfaction of the General Manager, Parks, Forestry and Recreation.
20. The *owner* must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto parkland meets all applicable laws, regulations and guidelines for use in a public park, all to the satisfaction of the General Manager, Parks, Forestry and Recreation.

Credit against DC's for Above Base Park Improvements

21. The *owner* agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges, subject to the following condition:
 - 21.1 The *owner* agrees to design and construct the Above Base Park Improvements to the parkland, to the satisfaction of the General Manager, Parks, Forestry and Recreation, for a development charge credit against the Parks and Recreation component of the Development Charges. The development charge credit shall be in an amount that is the lesser of the cost to the *owner* of installing the Above Base Park Improvements, as approved by the General Manager, Parks, Forestry and Recreation, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City's Development Charges By-law, as may be amended from time to time. Prior to the issuance of the first above grade building permit for all or any part of the *land*, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the *owner* is required to submit a design and cost estimate to be approved by the General Manager, Parks, Forestry and Recreation, and a Letter of Credit equal to 120 percent of the Parks and Recreation Development Charges payable for the development, all to the satisfaction of the General Manager, Parks, Forestry and Recreation.

Above Base Park Improvements

22. The *owner* will be responsible to design and construct the Above Base Park Improvements for the conveyed parkland and leased parkland, all to the satisfaction of the General Manager, Parks, Forestry and Recreation. Areas to be addressed in the design of the conveyed parkland and the leased parkland are: park programming, sustainable

design and plantings, community and public safety, ground surface treatments, seating, and vandalism. Final design and programming of the parkland shall be at the discretion of the General Manager, Parks, Forestry and Recreation.

23. Prior to the issuance of the first above grade building permit for the development of all or any part of the land, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, the *owner* is required to submit to the satisfaction of the General Manager, Parks, Forestry and Recreation:
 - 23.1 a schedule for completions of all aspects related to the design of the Above Base Park Improvements;
 - 23.2 working drawings, specification and detailed plans showing the scope and detail of the work for the Base Park Improvements and Above Base Park Improvements for the conveyed parkland and leased parkland;
 - 23.3 a Letter of Credit to the City, to include provision for annual upwards indexing in accordance with the Non-Residential Building Construction Price Index in a form satisfactory to the General Manager, Parks, Forestry and Recreation and in an amount equal to the total of 120 percent of the Parks and Recreation Development Charges payable for the development.
24. The construction of the Above Base Park Improvements to the conveyed parkland and the leased parkland shall be completed within one year after the issuance of the first above grade building permit, except for issuance of a building permit solely for the demolition, excavation, shoring or foundation of a building, a building permit for the construction of a temporary sales centre or a building permit for repairs, maintenance and usual and minor works, to the satisfaction of the General Manager, Parks, Forestry and Recreation. Unforeseen delays (e.g. weather) resulting in the late delivery of the parkland shall be taken into consideration and the date for completion may be extended at the sole discretion of the General Manager, Parks, Forestry and Recreation.
25. As-built drawings in print/hardcopy and electronic format, as well as a georeferenced AutoCAD file, shall be submitted to Parks, Forestry and Recreation, upon completion of all the Above Base Park Improvements. A complete set of "as built" plans shall be provided electronically on CD in PDF format, and two (2) sets full size bond hard copy the General Manager, Parks, Forestry and Recreation. The plans shall include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted.
26. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to Parks, Forestry and Recreation, upon completion of all the Above Base Park Improvements.

Wind Mitigation

27. The *owner* agrees to provide an update of the Pedestrian Level Wind Study by Theakston Environmental dated September 4, 2018, to provide adequate wind mitigation for St. James Town West Park, including both the conveyed parkland and the leased parkland, to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the Chief Planner and Executive Director, City Planning. The *owner* agrees that such updates to the Final Pedestrian Level Wind Study will be done through the City's design process for Above Base Park Improvements for St. James Town West Park. The *owner* agrees to pay all costs for the updates to the Final Pedestrian Level Wind Study, and, if applicable, all costs for a peer review of the study should a peer review be deemed necessary by the General Manager, Parks, Forestry and Recreation or the Chief Planner and Executive Director, City Planning.

Warranty

28. The *owner*, upon completion of the construction and installation of the Base Park Improvements to the satisfaction of the General Manager, Parks, Forestry and Recreation, shall provide certification from their landscape architect certifying that all work has been completed. Upon the City's acceptance of the certificate, the Letter of Credit required for the Base Park Improvements will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
29. The *owner*, upon completion of the construction and installation of the Above Base Park Improvements to the satisfaction of the General Manager, Parks, Forestry and Recreation, shall provide certification from their landscape architect certifying that all work has been completed. Upon the City's acceptance of the certificate, the Letter of Credit required for the Above Base Park Improvements will be released less 20 percent which will be retained for a 2 year guarantee period.
30. Upon the expiry of the 2 year guarantee period, the outstanding financial security shall be released to the *owner* provided that:
- 30.1 there are no outstanding claims against the remaining financial security for the Park Improvements;
 - 30.2 the City has undertaken a lien search at the *owner's* expense to determine no liens have been registered against the Parkland. The *owner* will be required to provide a certified cheque in an amount satisfactory to the General Manager, Parks, Forestry and Recreation to undertake this search. Any unused funds will be returned to the *owner*;
 - 30.3 the *owner* has provided the City with written confirmation that it has not received notice of any claim for lien affecting the parkland;
 - 30.4 all deficiencies have been rectified; and

- 30.5 the *owner* has provided to the City the certificate of the Park Landscape Architect providing evidence that all lien periods under the Construction Act affecting the parkland have expired.

Heritage Conservation

31. Prior to final Site Plan approval for the subject lands, the *owner* shall:
- 31.1 Provide final site plan drawings substantially in accordance with the approved Conservation Plan to the satisfaction of the Senior Manager, Heritage Preservation Services;
 - 31.2 Have obtained final approval for the necessary Zoning By-law Amendments required for the subject property, such Amendment to have come into full force and effect;
 - 31.3 Provide a Heritage Lighting Plan that describes how the exterior of the property at 601 Sherbourne Street will be sensitively illuminated to enhance its heritage character to the satisfaction of the Senior Manager, Heritage Preservation Services and thereafter shall implement such Plan to the satisfaction of the Senior Manager Heritage Preservation Services;
 - 31.4 Provide a detailed landscape plan for the property at 601 Sherbourne Street, satisfactory to the Senior Manager, Heritage Preservation Services.
 - 31.5 Provide an Interpretation Plan for the property at 601 Sherbourne Street, to the satisfaction of the Senior Manager, Heritage Preservation Services and thereafter shall implement such Plan to the satisfaction of the Senior Manager, Heritage Preservation Services;
 - 31.6 Submit a Signage Plan for the property at 601 Sherbourne Street to the satisfaction of the Senior Manager, Heritage Preservation Services.
32. Prior to the issuance of any permit for all or any part of the *land*, including a heritage permit or a building permit, but excluding permits for repairs and maintenance, a *temporary sales office*, and usual and minor works for the existing heritage building as are acceptable to the Senior Manager, Heritage Preservation Services, the *owner* shall:
- 32.1 Have obtained final approval for the necessary Zoning By-law Amendments required for the subject property, such Amendments to have come into full force and effect;
 - 32.2 Provide building permit drawings, including notes and specifications for the conservation and protective measures in accordance with to the approved Conservation Plan, including a description of materials and finishes, to be prepared by the project architect and a qualified heritage consultant to the satisfaction of the Senior Manager, Heritage Preservation Services, should a building permit be required for the property at 601 Sherbourne Street;

- 32.3 Provide a Letter of Credit, including provision for upwards indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage Preservation Services to secure all work included in the approved Conservation, Lighting, and Interpretation Plan.
33. Prior to the release of the Letter of Credit required in 35.3 above, the *owner* shall:
- 33.1 Provide a letter of substantial completion prepared and signed by a qualified heritage consultant confirming that the required conservation work, the required interpretive work, and the required heritage lighting work has been completed in accordance with the Conservation Plan, Interpretation Plan, and Heritage Lighting Plan, and that an appropriate standard of conservation has been maintained, all to the satisfaction of the Senior Manager, Heritage Preservation Services;
- 33.2 Provide replacement Heritage Easement Agreement photographs to the satisfaction of the Senior Manager, Heritage Preservation Services.

Archaeological Assessment

34. The *owner* agrees to conduct a Stage 2 Archaeological Assessment in accordance with the recommendations provided in the Stage 1 Archaeological Resource Assessment on the lands at 601, 599, 591 and 583 Sherbourne Street, prepared by Archaeological Consultants & Contractors, dated August 9, 2015, to the satisfaction of the Senior Manager, Heritage Preservation Services, City Planning.

Rental Housing

35. The *owner* covenants and agrees to maintain and secure the rental tenure of the one thousand five hundred and twenty-five (1,525) rental dwelling units to be retained in the existing rental apartment buildings municipally known as 545, 555, 561, 565, 601 Sherbourne Street and 3-7 Howard Street, and 280-294 Bleecker Street, 61 Earl Street, 60-68 Earl Street, 306-334 Bleecker Street, 346-350 Bleecker Street, and 354-368 Bleecker Street for a period of at least 20 years commencing from the date that the Zoning By-law Amendments come into full force and effect. None of the rental dwelling units to be retained in the existing rental apartment buildings shall be registered as a condominium, converted to any non-rental housing purpose, or demolished without providing for replacement rental dwelling units during the 20 year period.
36. The *owner* shall undertake building improvements and renovations to the existing rental building at 601 Sherbourne Street and 3-7 Howard Street at no extra cost to tenants, to the satisfaction of the Chief Planner and Executive Director, City Planning, prior to occupancy of the proposed mixed-use building at 591 Sherbourne Street. These building improvements and renovations shall include replacing all flooring and lighting fixtures within the common corridors and entrances and repainting the common corridors and entrances.
37. Prior to the issuance of the shoring and excavation permit for the proposed mixed-use building, the *owner* shall develop a Tenant Communication Plan and Construction

Mitigation Strategy to the satisfaction of the Chief Planner and Executive Director, City Planning.

38. The *owner* shall provide and maintain not less than twenty-four (24) replacement rental dwelling units, comprised of at least ten (10) bachelor, twelve (12) one-bedroom, and two (2) two-bedroom units, within the proposed mixed-use building on the *land*, for a period of at least 20 years, beginning from the date that each such replacement rental dwelling unit is first occupied, and as generally illustrated in the plans provided to the City Planning Division on December 21, 2018. The minimum unit sizes illustrated in the plans provided to the City Planning Division may vary by a maximum of three percent (3 percent), but only as a result of reasonable adjustments which may be required for the purposes of accommodating final structural or mechanical design. All measurements shall be made in accordance with Tarion Bulletin 22. Any revision to these plans shall be to the satisfaction of the Chief Planner and Executive Director, City Planning.
39. The *owner* shall provide and maintain at least ten (10) bachelor, eight (8) one-bedroom and two (2) two-bedroom replacement rental dwelling units at affordable rents and four (4) one-bedroom replacement rental dwelling units at mid-range rents, for a period of at least 10 years, beginning from the date that each such replacement rental dwelling unit is first occupied.
40. The *owner* shall provide and maintain at least five (5) one-bedroom market rental dwelling units within the proposed mixed-use building on the site, for a period of at least 20 years, beginning from the date that each such market rental dwelling unit is first occupied, and as generally illustrated in the plans provided to the City Planning Division on December 21, 2018. The five (5) market rental dwelling units shall have unrestricted rents.
41. The *owner* shall provide and maintain a common laundry room on the second floor of the proposed mixed-use building as illustrated in the architectural floor plans dated December 7, 2018. Any changes to the proposed common laundry room shall be to the satisfaction of the Chief Planner and Executive Director, City Planning.
42. The *owner* shall provide tenants of the replacement rental dwelling units and the market rental dwelling units with access to all indoor and outdoor amenities in the proposed mixed-use building at no extra charge. Access and use of these amenities shall be on the same terms and conditions as any resident of the remainder of the building without the need to pre-book or pay a fee, unless specifically required as customary practices for private bookings.
43. The *owner* shall provide six (6) vehicle parking spaces to tenants of the replacement rental dwelling units as detailed in the Section 37 Agreement. The terms and conditions for renting one of the designated vehicle parking spaces shall be as set out in the Section 37 Agreement.
44. The *owner* shall provide bicycle parking spaces in accordance with the zoning by-law amendment, which shall be made available to all residents of the proposed mixed-use building, on a first-come first-serve basis and at no charge;

45. The *owner* shall provide visitor parking spaces in accordance with the zoning by-law amendment, which shall be made available to all residents of the proposed mixed-use building, on a first-come first-serve basis and at no charge;
46. The *owner* shall provide central air conditioning in each replacement rental dwelling unit and secured market rental dwelling unit;
47. The *owner* shall provide tenant relocation and assistance to all eligible tenants of the existing rental dwelling units, including the right to return to a replacement rental dwelling unit, as detailed in the Section 37 Agreement, all to the satisfaction of the Chief Planner and Executive Director, City Planning.

Construction Management

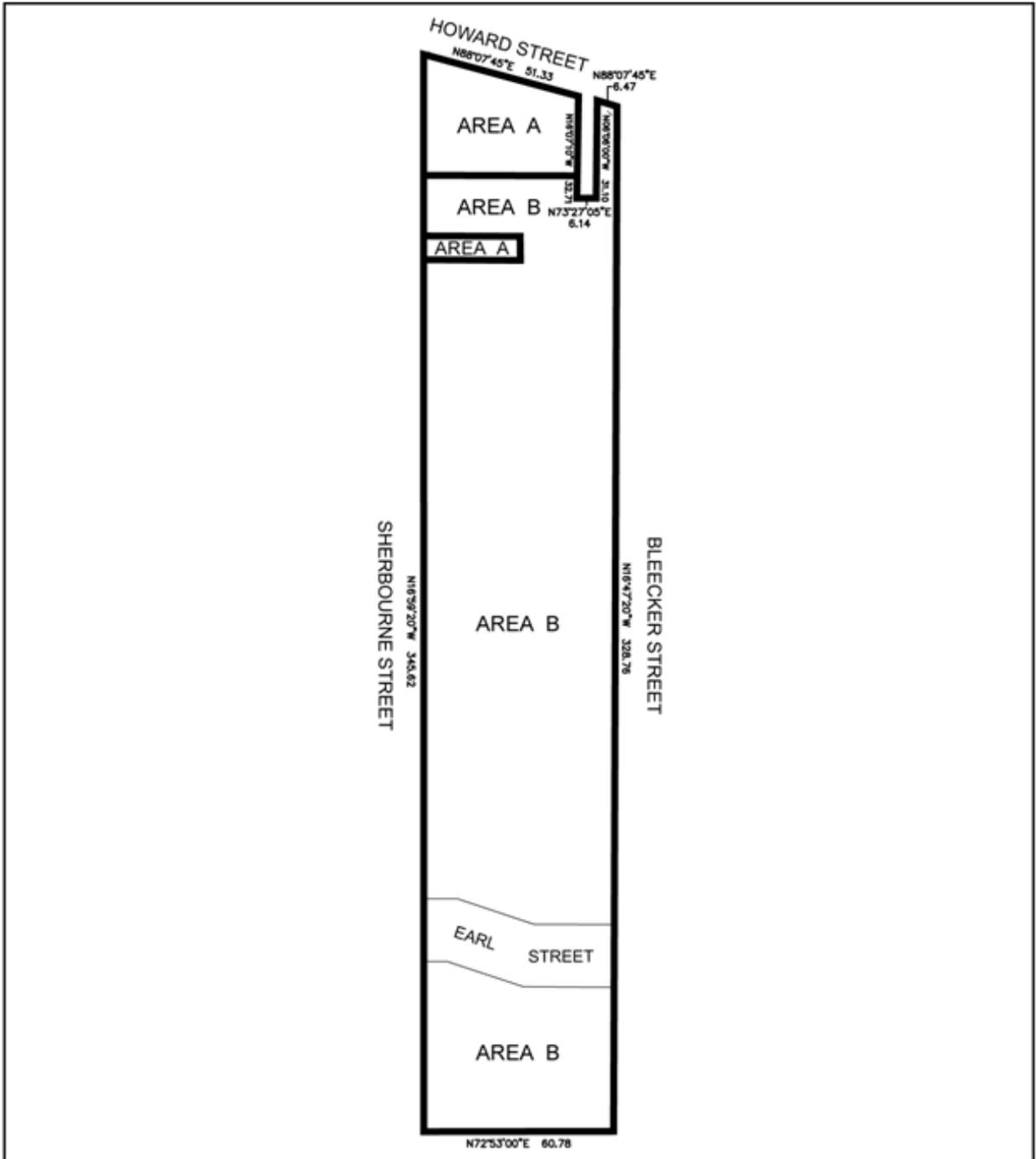
48. Prior to the commencement of any excavation and shoring work, the *owner* will submit a Construction Management and Community Consultation Plan to the satisfaction of the Chief Planner and Executive Director, City Planning, the General Manager, Transportation Services, and the Chief Building Official, in consultation with the Ward Councillor, and thereafter shall implement the plan during the course of construction. The Construction Management and Community Consultation Plan will include, but not be limited to, the size and location of construction staging areas, location and function of gates, information on concrete pouring, lighting details, construction vehicle parking and queuing locations, refuse storage, site security, site supervisor contact information, a communication strategy with the surrounding community, and any other matters requested by the Chief Planner and Executive Director, City Planning, or the General Manager, Transportation Services, in consultation with the Ward Councillor.

Municipal Infrastructure

49. The *owner* agrees to pay for and construct any improvements to the municipal infrastructure in connection with the site servicing report, as accepted by the Executive Director, Engineering and Construction Services, should it be determined that upgrades to such infrastructure are required to support this development.

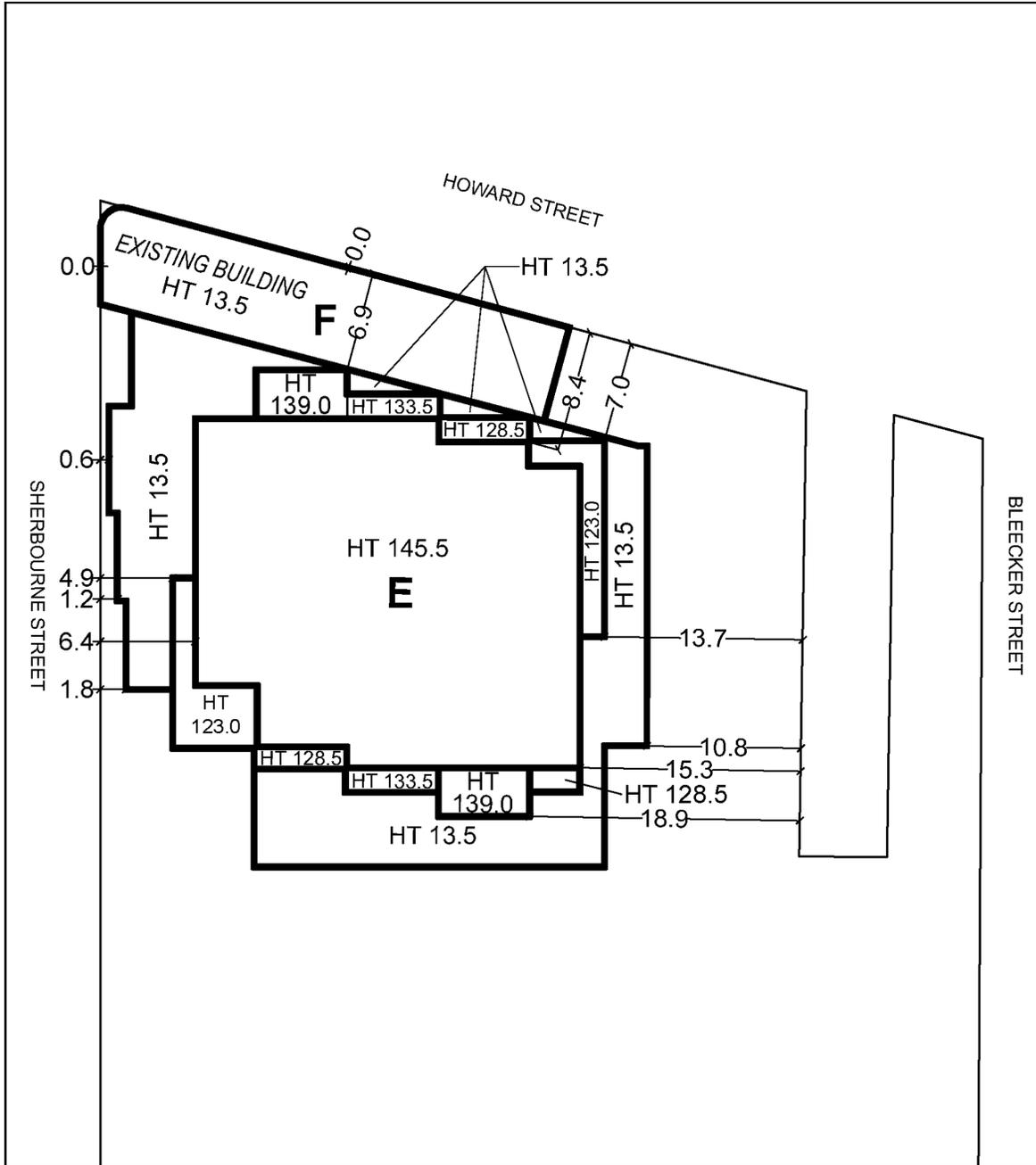
Toronto Green Standard

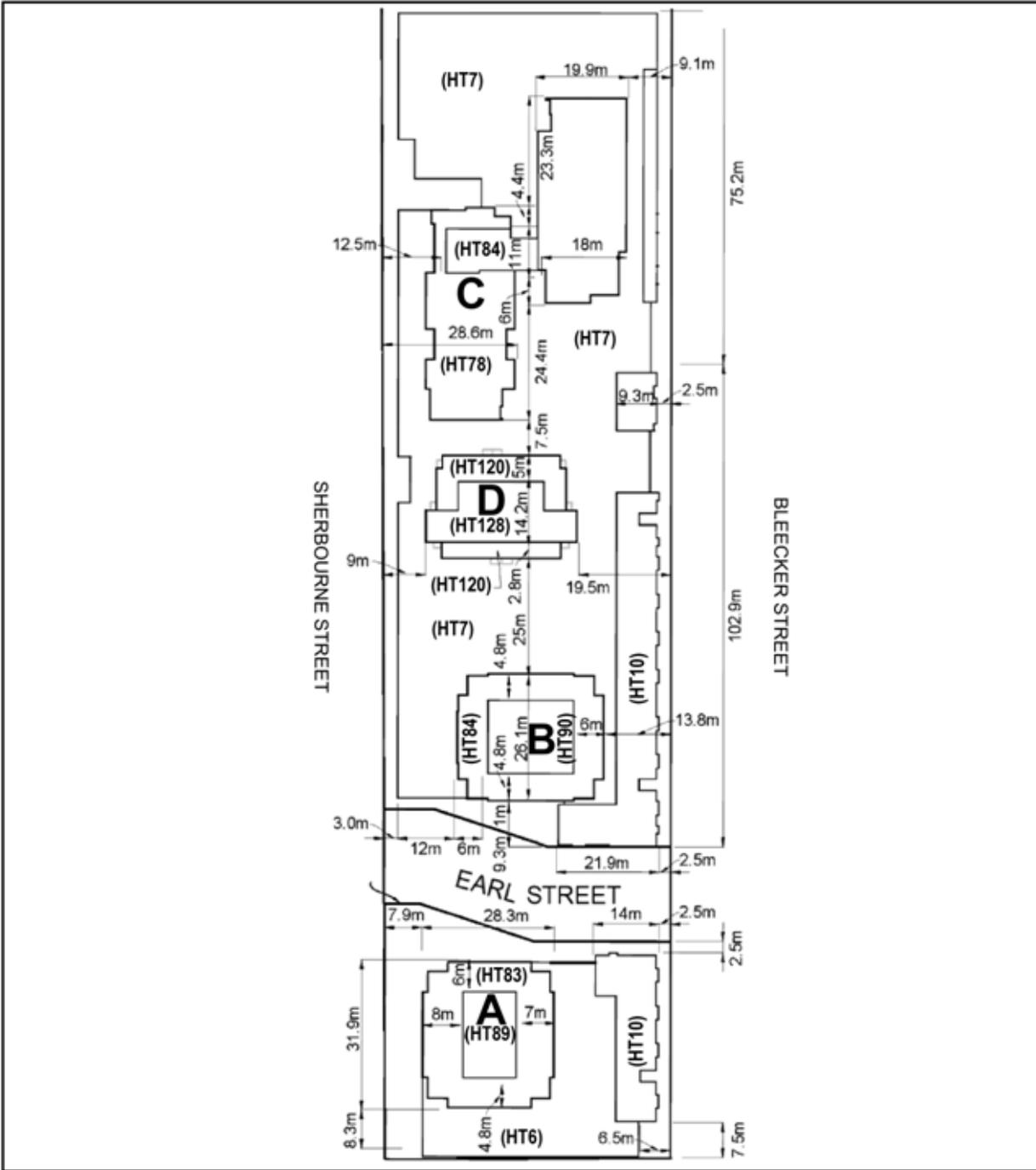
50. The *owner* shall construct and maintain the proposed mixed-use building in accordance with Tier 1 performance measures of the Toronto Green Standard, version 2.



545-601 Sherbourne Street
and 3-7 Howard Street

File # 15 206976 STE 28 OZ





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and 3-7 Howard Street

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