

Authority: Humber York Community Council Report No. 7, Clause No. 5,  
as adopted by City of Toronto Council on September 22, 23, 24 and 25, 2003  
Enacted by Council: September 24, 2003

## **CITY OF TORONTO**

### **BY-LAW No. 886-2003**

**To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to the lands known as 1912 St. Clair Avenue West, 761 Keele Street, 35, 65, 117 and parts of 135, 141 and 153 Weston Road.**

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, respecting the lands municipally known in the year 2003 as 1912 St. Clair Avenue West, 761 Keele Street, 35, 65, 117 and parts of 135, 141 and 153 Weston Road; and

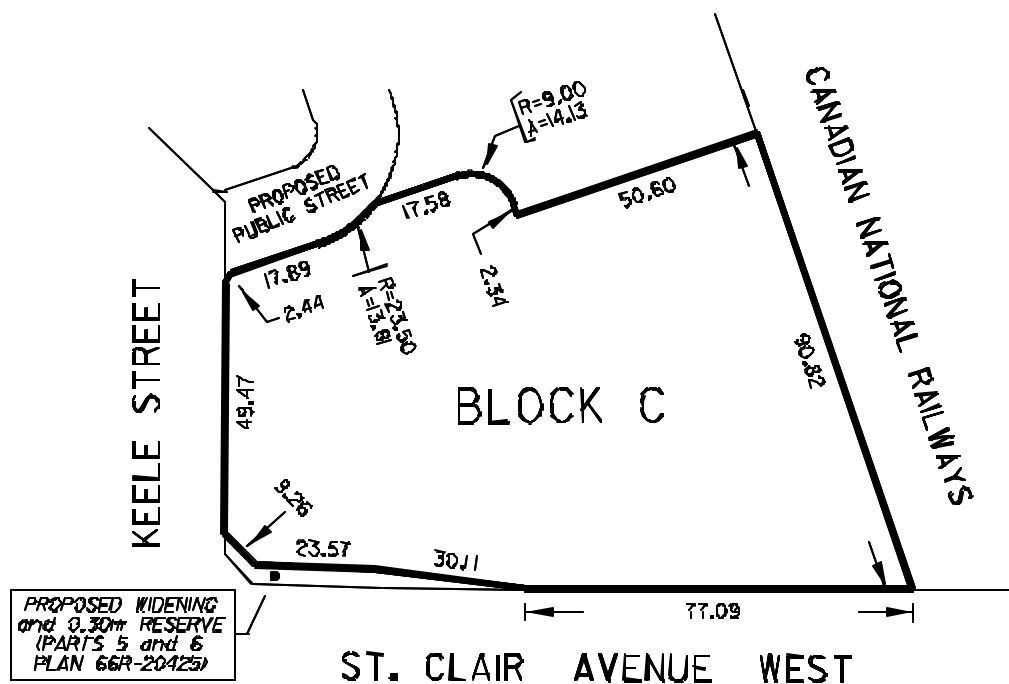
WHEREAS the Humber York Community Council conducted a public meeting on September 9, 2003 under Section 34 of the *Planning Act* regarding the Zoning Amendment; and

WHEREAS the Council of the City of Toronto, at its meeting held September 22, 23, 24 and 25, 2003 determined to amend Zoning By-law No. 438-86, as amended, for the former City of Toronto;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. By-law No. 985-2001 is hereby repealed and is superceded and replaced by the provisions of this By-law.
2. 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 provision of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
3. Upon execution and registration of an agreement or agreements by 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 hereof, the *Site* is subject to the provisions of this By-law.
4. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended, being "A By-law to regulate the use of land and the erection, use bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto", shall continue to apply to the *Site*.
5. District Maps Nos. 47K-313 and 48K-311 contained in Appendix "A" of By-law No. 438-86, as amended, are respectively further amended by redesignating,
  - (a) to R2 Z0.35 the lands outlined by heavy lines on Plan 1 attached to and forming part of this by-law and as shown thereon as R2 Z0.35, and

- (b) to G the lands outlined by heavy lines on Plan 1 attached to and forming part of this by-law and as shown thereon as G.
6. Height and Minimum Lot Frontage Map Nos. 47K-313 and 48K-311 contained in Appendix "B" of the said By-law No. 438-86, as amended, are further amended by redesignating the lands shown outlined by heavy lines on Plan 2 attached to and forming part of this By-law to "H12.0" as shown on the said Plan 2.
7. Section 12(1) of By-law No. 438-86, as amended, is further amended by adding a new exception as follows:
- "451. to prevent the erection or use any building or structure within,
- (i) the lands shown as BLOCK C on the Map at the end of and forming part of this exception for no more than two temporary sales showrooms for the purposes of marketing *dwelling units* provided the *total floor area* of each showroom does not exceed 175 square metres".



 LANDS REFERRED TO IN SECTION 12(1)451



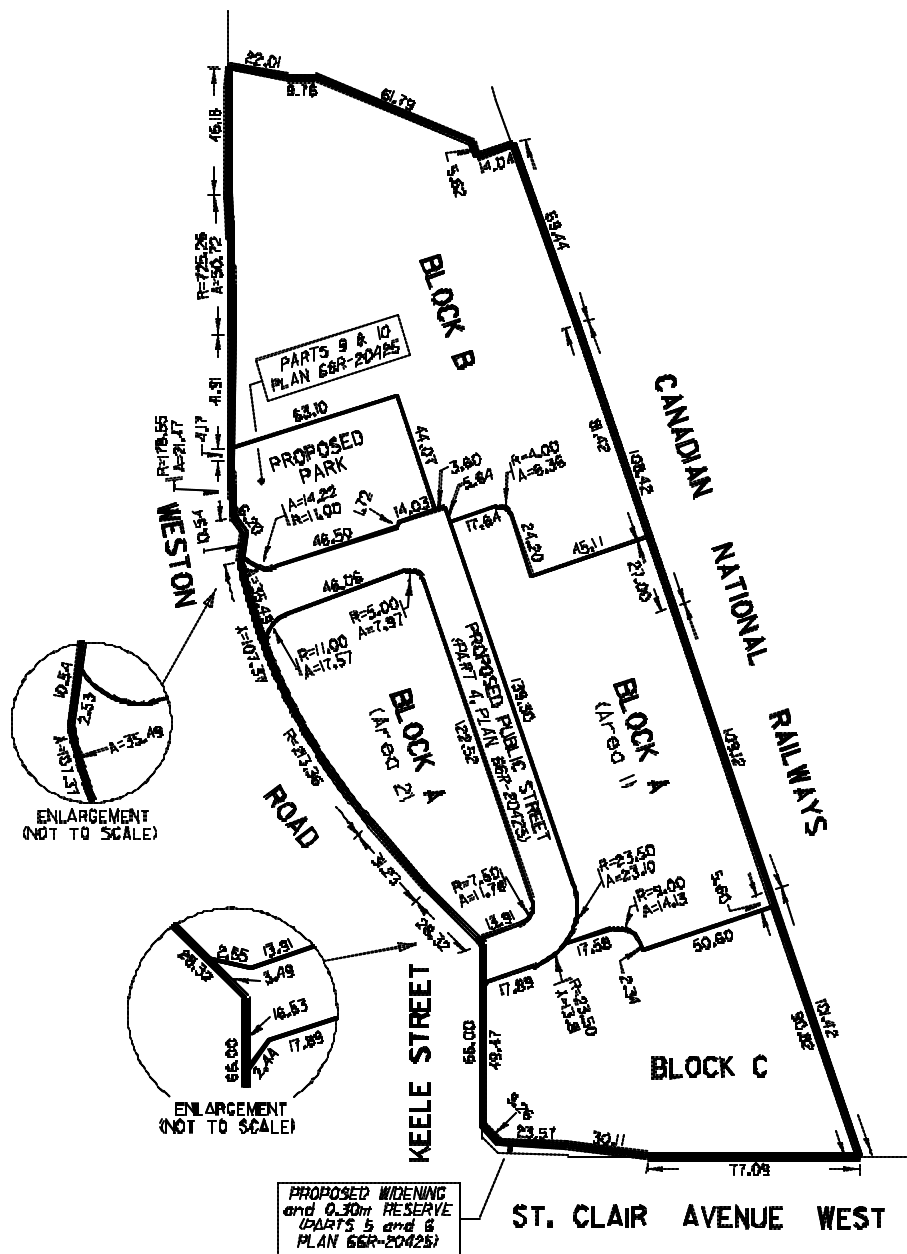
WORKS AND EMERGENCY SERVICES  
SURVEY AND MAPPING SERVICES  
TORONTO SEPTEMBER, 2003  
SE203/5121451.DGN  
FILES: S32-254  
MAP No. 48K-311

DRAWN: W-S.

8. Section 12(2) of By-law No. 438-86, as amended, is further amended by adding a new exception as follows:

“331. No person shall, notwithstanding Section 6(1)(f), within the area shown within the heavy lines on the Map at the end of and forming part of this exception, erect or use any building or structure for any purpose other than:

- (i) *row houses* and uses *accessory* thereto within BLOCK A,
- (ii) *row houses* and uses *accessory* thereto and a *public park* within BLOCK B,
- (iii) *rowplexes* and uses *accessory* thereto and *row houses* and uses *accessory* thereto within BLOCK C.



25 0 25 METRES

9. None of the provisions of Section 2(1) with respect to the definition of “*lot*” and Sections 4(6), 4(10)(a), 4(11), 4(12), 6(3) PART I 1, 6(3) PART II 2, 6(3) PART II 3, 6(3) PART II 4, 6(3) PART II 6, 6(3) PART II 7, 6(3) PART III 1 (b), 6(3) PART VII 1, and 6(3) PART IX (a) and (b) shall apply to prevent the erection and use of *rowhouses* and uses *accessory* thereto on any of the *Blocks* or the erection and use of *rowplexes* and uses *accessory* thereto on *Block C*, (which *Blocks* are shown on Plan 3 attached hereto) provided that:
- (1) the maximum total combined *residential gross floor area* of all buildings or structures erected within the *Site* shall not exceed 32,500 square metres,
  - (2) not more than 107 *row houses* are erected or used within *Block A*,
  - (3) not more than 100 *row houses* are erected or used within *Block B*,
  - (4) not more than 55 *row houses* and/or *rowplexes* are erected or used within *Block C*,
  - (5) no person shall erect or use a building or structure within any *Block*,
    - (a) where the highest part of such building or structure in such *Block* exceeds the maximum *height* listed for such *Block*, as identified in Column A below, within the corresponding row in Column B;
    - (b) where the combined *residential gross floor area* of all buildings or structures within such *Block* exceeds the maximum *residential gross floor area* listed for such *Block*, as identified in Column A below, within the corresponding row in Column C;
    - (c) where the minimum number of *parking spaces* provided for resident parking in such *Block* does not comply with the ratio listed for such *Block*, as identified in Column A below, within the corresponding row in Column D;
    - (d) where the minimum number of *parking spaces* provided for visitor parking in such *Block* does not comply with the ratio listed for such *Block*, as identified in Column A below, within the corresponding row in Column E; and
    - (e) where the amount of *landscaped open space* provided in such *Block* is less than the percentage of the area of such *Block*, as identified in Column A below, within the corresponding row in Column F.

| Column A<br><i>Block</i> | Column B<br>Maximum<br><i>height</i> of<br>each<br>building or<br>structure<br>within each<br><i>Block</i> | Column C<br>Maximum<br>combined<br><i>Residential<br/>Gross Floor<br/>Area</i><br>permitted in<br>each <i>Block</i> | Column D<br>Minimum<br>Resident<br>Parking<br>(per<br><i>dwelling<br/>unit</i> )<br>required<br>for each<br><i>Block</i> | Column E<br>Minimum<br>Visitor<br>Parking<br>(per<br><i>dwelling<br/>unit</i> )<br>required<br>for each<br><i>Block</i> | Column F<br>Minimum<br><i>Landscape<br/>d Open<br/>Space</i><br>required<br>for each<br><i>Block</i> |
|--------------------------|--|---|--|---|--|
| <i>A</i>                 | 12.0 metres  | 13,000<br>square<br>metres  | 1.0  | 0.12  | 30 %   |
| <i>B</i>                 | 14.0 metres  | 12,000<br>square<br>metres  | 1.0  | 0.12  | 30 %   |
| <i>C</i>                 | 14.0 metres  | 7,500<br>square<br>metres   | 1.0  | 0.12  | 30 %   |

#### Dwelling Unit Size

- (6) at least 30% of the *dwelling units* provided on the *Site* meet the following maximum size requirements:

| Dwelling Unit Type                 | Maximum Unit Size   |
|------------------------------------|---------------------|
| <i>Bachelor dwelling unit</i>      | 46.5 square metres  |
| One bedroom <i>dwelling unit</i>   | 63.0 square metres  |
| Two bedroom <i>dwelling unit</i>   | 82.0 square metres  |
| Three bedroom <i>dwelling unit</i> | 103.0 square metres |

#### Minimum Loading Requirement

- (7) at least two *loading spaces* - *Type G* are provided and maintained within each *Block*.

**Build-to-Zone**

- (8) (a) no person shall erect or use a building or structure or part thereof within *Block A* unless such building has a *Build-to-Wall* and,
- (i) the linear length of such *Build-to-Wall* occupies a minimum of 70% of the length of the said *Build-to-Zone* applicable to *Block A*; and,
  - (ii) such *Build-to-Wall* occupies at least 70% of the area of the plane created by the linear length of the said *Build-to-Zone* applicable to *Block A*, and the vertical height of such *Build-to-Wall*, provided that such *Build-to-Wall* contains at least two storeys,
- (b) no person shall erect or use a building or structure or part thereof within *Block B*, unless such building has a *Build-to-Wall* and,
- (i) the linear length of such *Build-to-Wall* occupies a minimum of 70% of the length of the said *Build-to-Zone* applicable to *Block B*; and,
  - (ii) such *Build-to-Wall* occupies at least 70% of the area of the plane created by the linear length of the said *Build-to-Zone* applicable to *Block B*, and the vertical height of such *Build-to-Wall*, provided that such *Build-to-Wall* contains at least two storeys,

**Distance Between External Facing Walls**

- (9) (a) no person shall erect or use a building or structure, having a *front wall* facing the *front wall* of another building or structure, unless each such wall is separated
- (A) by at least 11 metres, or
  - (B) by at least 7.52 metres in the case of a *front wall* facing the *front wall* of another building or structure as shown on the hatched area within Block B as shown on Plan 3 where each wall is shown separated by 7.52 metres,
- (b) no person shall erect or use a building or structure, having a *front wall* facing the *side wall* of another building or structure, whether or not the *side wall* has openings, unless each such wall is separated by at least 7 metres, and
- (c) no person shall erect or use a building or structure, having a *side wall* facing the *side wall* of another building or structure, whether or not the *side wall* has openings, unless each such wall is separated by at least 2.4 metres,

Front Yard Set Back

- (10) no person shall erect or use a building or structure or part thereof closer to the *front lot line* than any part of the *Build-to-Zone*,
- (11) no person shall erect or use a building or structure or part thereof on *Block C* having any part thereof above grade located within 2.54 metres from the Keele Street and St. Clair Avenue West rights-of-way.

**10.** For the purposes of this By-law, the following expressions shall have the following meaning:

- (a) “*Block A*”, “*Block B*”, and “*Block C*” mean those lands respectively identified as BLOCK A, BLOCK B and BLOCK C as shown on Plan 3 attached hereto, and “*Block*” shall mean any one thereof,
- (b) “*Build-to-Wall*” means the portion of the vertical exterior face of a building which is located within a *Build-to-Zone*,
- (c) “*Build-to-Zone*” means the Build-to-Zones shown on Plan 4 attached hereto,
- (d) “*City*” means the City of Toronto,
- (e) “*front wall*” of a building or structure means,
  - (i) for a building adjacent to a municipal *street*, the wall facing the *street*,
  - (ii) where a building is situated adjacent to two municipal *streets*, the wall facing the *street* with the greatest right-of-way width, and
  - (iii) where a building does not front on a municipal *street*, the wall located on the side of the building opposite from the *parking spaces* provided to satisfy the parking requirements of PART 9(5)(c) of this by-law, for each respective building.
- (f) “*height*” of a building or structure means the vertical distance from the lowest natural or finished grade immediately adjacent to the exterior wall of the building or structure to the mid point of the roof between the peak and the eave of the building or structure,\
- (g) “*owner*” of the *Site* means the owner of the fee simple of the *Site*,
- (h) “*rear wall*” of a building or structure means the wall opposite and furthest from the *front wall* of the building or structure,



- (i) “*row house*” means one of a series of more than two attached buildings each one of which:
  - (A) comprises one *dwelling unit*, and
  - (B) is divided from the others by a vertical party wall,
- (j) “*rowplex*” means one of a series of more than two attached buildings each one of which:
  - (A) comprises a duplex, and
  - (B) is divided from the others by a vertical party wall,
- (k) “*side wall*” of a building or structure means any exterior wall that is not a *front wall* or a *rear wall* and is situated perpendicular to the a *front wall* and *rear wall* of the building or structure,
- (l) “*Site*” means those lands outlined by heavy lines on each of Plans 1, 2 and 3 attached hereto, and
- (m) 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 the said By-law No. 438-86, as amended.

ENACTED AND PASSED this 24th day of September, A.D. 2003.

CASE OOTES,  
Deputy Mayor

ULLI S. WATKISS  
City Clerk

(Corporate Seal)

## APPENDIX 1

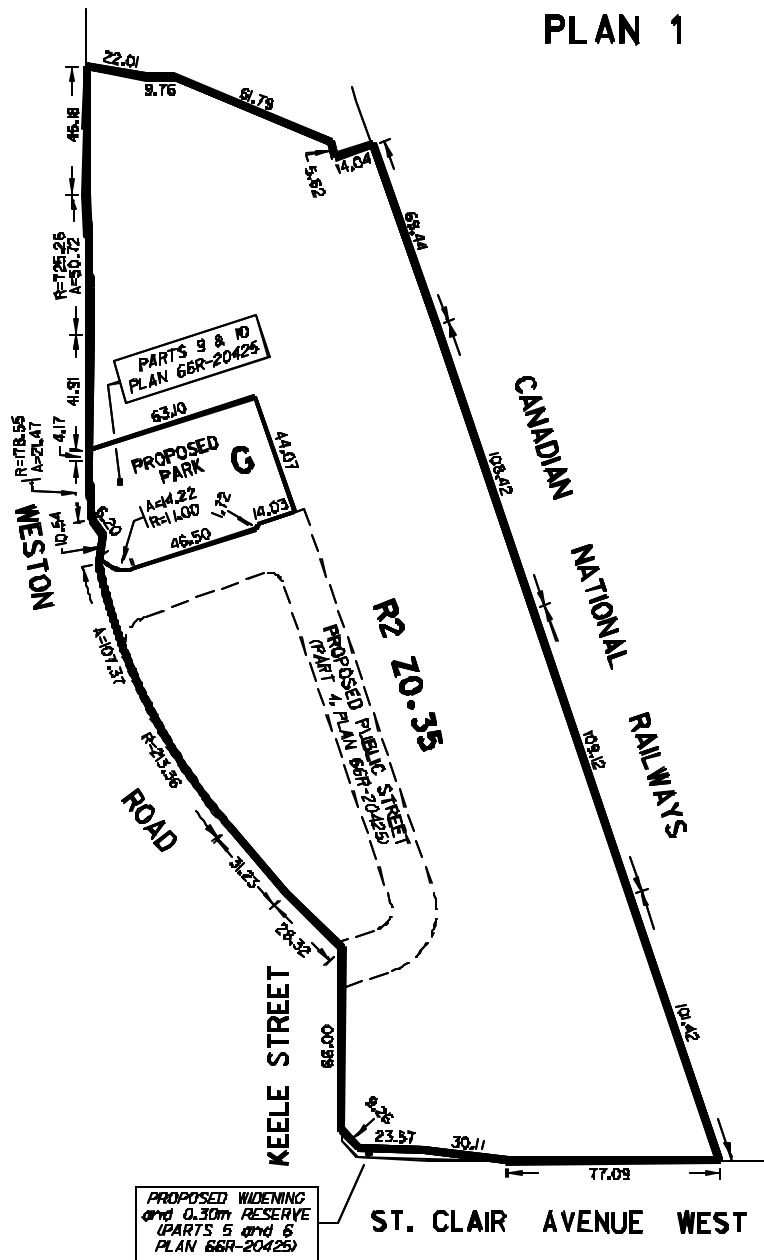
### SECTION 37 PROVISIONS

The facilities, services and matters set out herein are the facilities, services and matters required pursuant to Section 37(1) of the *Planning Act*, the provision of which to the *City* by the *owner* of the *Site* shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*:

1. The *owner* is to ensure that the phased development of the Site is to the satisfaction of the City, including requirements for the matters to be secured such as an overall municipal servicing and grading plan and a Stormwater Management Report and requirements with respect to each phase such as, site integration, loading, interim use of balance of Site, construction staging and temporary landscaping.
2. The *owner* is to satisfy all environmental matters such as soil and groundwater management, the environmental remediation of the entire Site and lands to be conveyed to the City, provision of a Record of Site Condition, remediation of any contamination from the Site into adjacent streets, historical review of Site and building audits, demolition and dust control, air quality, noise and vibration, the monitoring of de-watering and a commitment to mitigate as and where required by the City.
3. The *owner* is to agree to development control matters such as, urban design and site plan conditions.
4. The *owner* shall provide all matters needed to service the Site, including the retention of a satisfactory consulting engineer, the conveyance of land for a turn lane, the conveyance and construction of a new public street and all required letters of credit, detailed design drawings, inspection fees, utilities, and timing of the completion of the new public street, letters of credit for the installation of traffic control signals and any mitigating measures to address delays to TTC service, all costs associated with any required traffic alterations and the provision of space within the development for the construction of any transformer vaults, Hydro, Bell maintenance and sewer maintenance holes.
5. The *owner* shall enter into an escrow agreement to hold the lands to be conveyed, agree to the timing of the remediation and conveyance of all lands.
6. The *owner* shall, in respect of the park land, also agrees to the construction and installation of base park improvements and pedestrian access from Weston Road, provide a street planting plan, all required letters of credit, certification of completed work and be responsible for an environmental assessment of the lands to be conveyed as parkland.
7. The *owner* shall comply with the City's 1% public art policy minus \$50,000.00.
8. The *owner* shall make payments of: \$429.00 per residential dwelling unit for community benefits to be used by the City for upgrades to the proposed public park.
9. The *owner* shall provide 30% low end of market housing.

10. The *owner* shall comply with CNR requirements including warning clause, crash protection berm, chain link fence as well as noise and vibration attenuation measures.
11. The *owner* shall provide warning clauses and signs with respect to school capacity.
12. The *owner* shall agree to such other matters as are specified by the reports of Urban Development Services recommending the passage of the by-law or as specified by the Council as a condition of the passage of the by-law.
13. The Section 37 Agreement shall secure the provision of the said facilities, services and matters, and be in a form satisfactory to the City with conditions providing for: indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement.

## PLAN 1



WORKS AND EMERGENCY SERVICES  
 SURVEY AND MAPPING SERVICES  
 TORONTO SEPTEMBER, 2003  
 BL03/1912STW1.DGN  
 FILES: S32-Z54.2402.B3-3  
 MAP No. 47K-313, 48K-311  
 DRAWN: D.R.

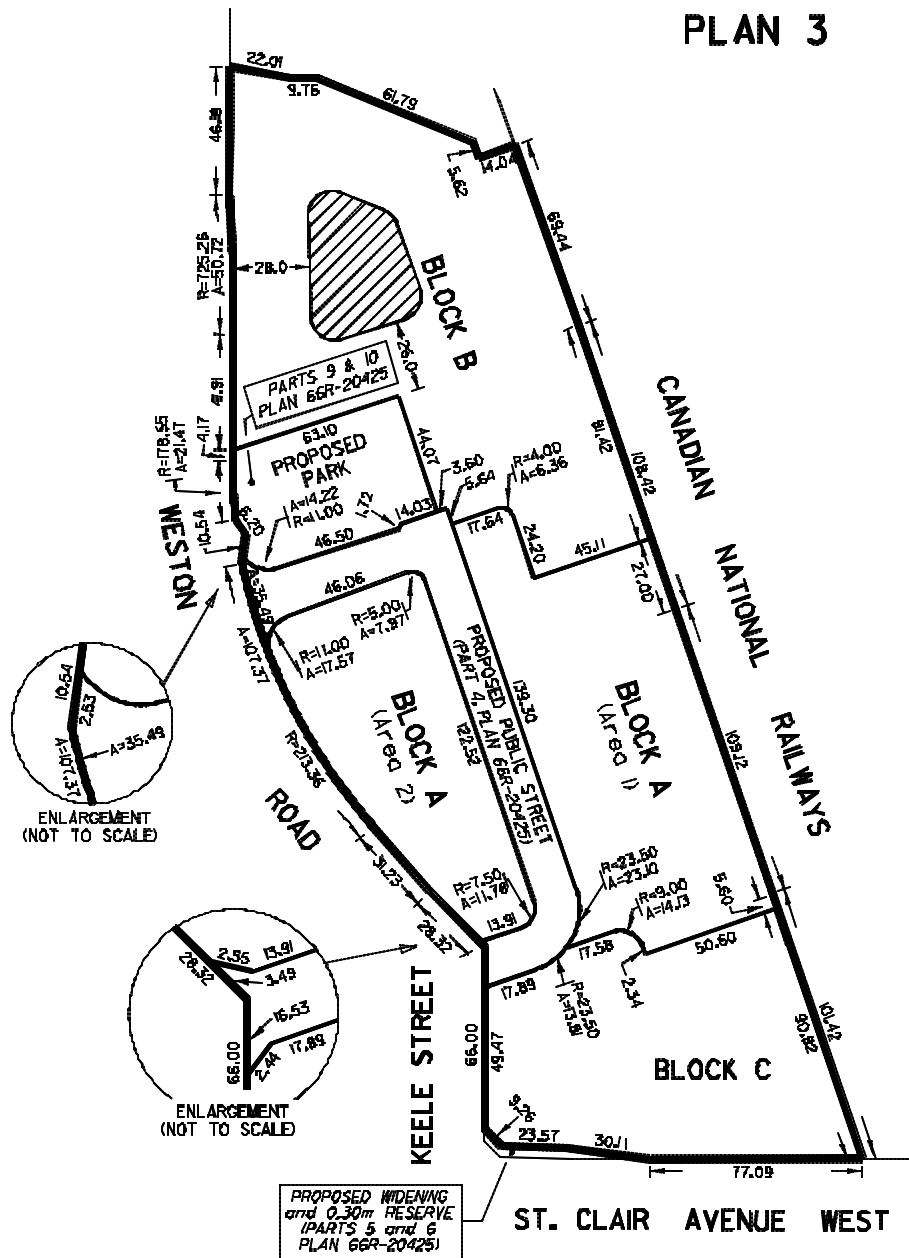
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LANDS REFERRED TO AS THE "SITE"  
(PARTS 1, 2, 3, 4, 7, 8, 9, 10 and 14 ON PLAN 66R-20425)



WORKS AND EMERGENCY SERVICES  
SURVEY AND MAPPING SERVICES  
TORONTO SEPTEMBER, 2003  
BLD3/1912STV2.DGN  
FILES: S32-254.2402.53-5  
MAP Nos. 47K-313, 48K-311  
DRAWN D.R.

## PLAN 3



LANDS REFERRED TO AS THE "SITE"  
(PARTS 1, 2, 3, 4, 7, 8, 9, 10 and 14, ON PLAN 66R-20425)

25 0 25 METRES



WORKS AND EMERGENCY SERVICES  
SURVEY AND MAPPING SERVICES  
TORONTO SEPTEMBER, 2003  
BLO3/1812STW3.DGN  
FILES: S32-Z54  
MAP No. 47K-313, 48K-311  
DRAWN: D.R.

## PLAN 4

