

Authority: North York Community Council Item 8.56,
as adopted by City of Toronto Council on September 26 and 27, 2007
Enacted by Council: September 27, 2007

CITY OF TORONTO

BY-LAW No. 1069-2007

To amend the former City of North York Zoning By-law No. 7625, as amended, with respect to lands municipally known as 5270 and 5290 Yonge Street.

WHEREAS authority is given to Council by Section 34 of 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*;

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

1. Schedules “B” and “C” of By-law No. 7625 of the former City of North York are amended in accordance with Schedule “1” of this By-law.
2. Section 64.20-A (105) of By-law No. 7625 is hereby repealed, and replaced by the following:

“64.20-A (174) RM6 (174)

DEFINITIONS

- | | |
|---------------------------|--|
| (a) Bicycle Storage Space | For the purposes of this exception, Bicycle Storage Space means an area below grade that is equipped with a bicycle rack or locker for the purpose of parking and securing bicycles, but is not intended for general storage use. |
| (b) Common Outdoor Space | For the purposes of this exception, Common Outdoor Space means an unenclosed exterior area that adjoins and is directly accessible from a street or public park and is directly accessible to the public at all times, including landscaping and outdoor seating and other features. |
| (c) Established Grade | Means the geodetic elevation of 175.8 metres taken at the centre line of Yonge Street at the mid-point of the abutting lot. |
| (d) 5290 Building | For the purposes of this exception, 5290 Building means the commercial building existing on the property in the year 2006 having a municipal address of 5290 Yonge Street. |

- (e) Gross Floor Area For the purposes of this exception, Gross Floor Area means the aggregate of the areas of each floor, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor, including any areas used as enclosed balconies, but excluding:
- (i) any part of the building used as Mechanical Floor Area;
 - (ii) any space used exclusively for motor vehicle parking; and
 - (iii) the floor area of unenclosed residential balconies.
- (f) Mechanical Floor Area For the purposes of this exception, Mechanical Floor Area means the floor area within a building that is used exclusively for the accommodation of mechanical equipment necessary to physically operate the building, such as heating and ventilation, air conditioning, electrical, plumbing, fire protection and elevator equipment.
- (g) Net Site For the purposes of this exception, Net Site means the gross site minus any lands conveyed to the City of Toronto for road widening purposes, with such net site comprising an area of 3,226.93 m².
- (h) Pedestrian Colonnade For the purposes of this exception, Pedestrian Colonnade means a covered area of a building open to the street which is designed and intended to provide for pedestrian comfort and which may include supporting columns.
- (i) Phase One (1) For the purposes of this exception, Phase One (1) shall mean the construction of the 3-storey (17 metres) non-residential portion of the development with its one-storey below grade garage component and the demolition of the 5290 Building as shown on Schedule “RM6(174)”.
- (j) Phase Two (2) For the purposes of this exception, Phase Two (2) shall mean the construction of the 17-storey (55 metres) Retirement Residence building with 165 Retirement Residential Units, including the shared refuse pick up and loading space for the entire development and the remainder of the one-storey below grade garage and associated ramp access structure as shown on Schedule “RM6(174)”.

- (k) Retirement Residence For the purposes of this exception, Retirement Residence means living accommodation for residents in a semi-independent living arrangement, other than a senior's community house or apartment house dwelling, provided there is:
- (i) a maximum of two persons per Retirement Residential Unit;
 - (ii) office accommodations for one or more staff persons, one or more common lounges and dining areas; and
 - (iii) dining facilities shared by all residents.
- (l) Retirement Residential Unit For the purposes of this exception, Retirement Residential Unit means living accommodation in a Retirement Residence, for a maximum of two persons per unit, which shall include at least one room and sanitary conveniences, and which may contain only partial culinary facilities but without a 220 volt electrical service for a stove connection.

PERMITTED USES

- (m) The following are the only permitted uses:

Phase One (1):

business and professional offices;
 automatic laundry shops;
 clubs;
 commercial schools;
 dry-cleaning and laundry collection establishments;
 financial institutions;
 personal service shops;
 professional medical offices;
 rental agencies;
 restaurants with or without outdoor patio;
 retail stores;
 service shops;
 studios;
 take-out restaurant;
 uses accessory to the foregoing.

Phase Two (2):

Retirement Residence and uses accessory thereto.

EXCEPTION REGULATIONS

- (n) Retirement Residential Units The maximum number of Retirement Residential Units in the Retirement Residence shall be 165.
- (o) Building Height The building height shall not exceed the maximum number of storeys and shall not exceed the maximum height as shown on Schedule “RM6(174)”, excluding parapets, mechanical penthouses and equipment, stairwells to access the roof for mechanical and service purposes, window washing equipment, landscaping elements relating to a green roof, and other structures.
- (p) Loading Space One shared refuse pick up and loading space shall be provided to serve both non-residential and Retirement Residential portions of the development, and it shall be provided in conjunction with the Phase Two (2) portion of the development only.
- (q) Parking Parking spaces shall be provided within the Net Site in accordance with the following:
- (i) For Retirement Residence use:
 - (A) 47 below grade parking spaces, provided within the Phase Two lands, of which 30 spaces shall be for visitors; and
 - (B) Notwithstanding (i) (A) above, 5 of the visitor spaces shall be located below grade within the new non-residential building on the Phase One lands, and shall be for the exclusive use of the Retirement Residence.
 - (ii) For non-residential use:
 - (A) 26 below grade parking spaces provided on the Phase One lands;
 - (B) 5 at grade parking spaces provided on the Phase Two lands; and

- (C) Notwithstanding (ii) (A) above, the Retirement Residence shall be permitted use of the 26 below grade non-residential parking spaces identified in (ii)(A) above, only on weekdays after 6:00 p.m., and on all weekends and statutory holidays. These spaces shall be clearly identified.
- (r) Total Gross Floor Area The total Gross Floor Area permitted on the lands as shown on Schedule “RM6(174)” shall not exceed a maximum gross floor area of 12,509.75 m² attributable to the Net Site, of which the maximum non-residential gross floor area shall be 2,574 m².
- (s) Yard Setbacks and Projections The minimum yard setbacks shall be shown on Schedule “RM6(174)”. Every part of any required yard shall be open and unobstructed by any structure, from the ground to the sky, except projections for accessory structures including, a garbage pickup station, ventilation shafts, landscape features and structures, window washing equipment, HVAC equipment, generators, landscaping associated with a green-roof, Pedestrian Colonnade and elevated portions of the garage. There shall be no minimum yard setback requirement for accessory structures.
- (t) Common Outdoor Space A minimum of 132 m² Common Outdoor Space shall be provided on the Phase One (1) lands.
- (u) Exceptions The provisions of Section 6A(2)(a) (Parking), 6A(8)(b) (Location of Parking Spaces), and 15.8 (landscaping) shall not apply.

SECTION 37 AGREEMENT

- (v) The owner of the lands shown on Schedule “RM6(174)” shall enter into one or more agreements with the City of Toronto pursuant to Section 37 of the *Planning Act* R.S.O. 1990, c.P. 13, as amended to secure the facilities, services and matters referred to below, which agreement or agreements may be registered against the title of the lands to which this By-law applies in the manner and to the extent specified in such agreements. The owner of the subject lands, at the owner’s expense and in accordance with, and subject to, the agreements referred to above, shall provide or fund the following facilities, services and matters on terms satisfactory to the City of Toronto in exchange for the increased density hereinafter set out.

Increased Density:

Matters which are to be provided pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, in order to permit the increased maximums in gross floor area authorized under subsection 3(v) (D) of this exception are:

- (A) the owner shall provide at its sole expense and cost, a below grade Bicycle Storage Space totalling 115.44 m² comprised of 48.59 m² for the Retirement Residence and 66.85 m² for non-residential use;
- (B) the owner shall provide, at its sole expense and cost, an indoor recreational amenity area having a minimum size of 1.5 m² per Retirement Residential Unit, for the exclusive use of the Retirement Residence; and
- (C) the owner shall provide a monetary contribution satisfactory to the City, to fund 2,024.08 m² of proposed gross floor area, for the provision of public recreation centres or social facilities serving the North York Centre Area, and/or toward the cost of the City acquiring lands necessary for the completion of planned service roads and associated road network and buffer areas in the North York Centre to be provided in the form of a certified cheque to the City of Toronto no later than the earlier of six months from the occupancy of the non-residential portion of the development, and prior to the issuance of the first building permit for the Retirement Residence, and which shall be indexed to the Toronto Real Estate Board Market Watch Index from the date of the Section 37 Agreement and as further set out in that Agreement. The certified cheque shall be secured by a letter of credit, delivered prior to the occupancy of the non-residential portion of the development. The letter of credit shall be returned to the owner upon receipt of the certified cheque. The amount of the monetary contribution shall be equal to the market value, based on land value, of 2,024.08 m² of proposed gross floor area, as determined by the Director of Real Estate Services which is \$827,910.00 to be indexed as specified above.

Additional Gross Floor Area:

- (D) Notwithstanding subsection 3(r) of this exception, additional gross floor area may be permitted on the lands shown on Schedule "RM6(174)", limited to the following:
 - (i) a maximum of 115.44 m² of Gross Floor Area for the provision of Bicycle Storage Space comprised of an area of 48.59 m² for the Retirement Residence and an area of 66.85 m² for non-residential use;
 - (ii) a maximum of 247.5 m² of Gross Floor Area for the provision of an indoor recreational amenity area of minimum area 247.5 m² to be made available for the residential portion of the development; and
 - (iii) a maximum of 2,024.08 m² of Gross Floor Area attributable to the monetary contribution specified in subsection 3(v) (C) above.

Collateral Matters:

(E) The Section 37 Agreement will also secure the following collateral matters:

(1) **PHASING OF DEVELOPMENT**

The construction of the Retirement Residence and non-residential components of the development will occur as per the following stages:

(i) **PHASE ONE (1):**

- (a) The existing 5290 Building will be permitted to remain in use and will be required to provide 15 on-site surface parking spaces between the date of issuance of the first building permit for the new non-residential building, and until such time as the occupancy of the new non-residential building occurs.
- (b) Occupancy shall not be permitted for the new non-residential portion of the development until a demolition permit is issued for the existing 5290 Building.
- (c) Upon the occupancy of the new non-residential building, demolition of the existing 5290 Building, shall begin within 30 days and be completed within 90 days of occupancy.
- (d) The owner agrees to provide a letter of credit satisfactory to the City of Toronto in the amount of \$60,000.00 prior to the issuance of building permit for the new non-residential portion of the development to ensure that demolition of the existing 5290 Building takes place as in paragraph (i)(c) above.
- (e) Notwithstanding subsection 3(q) of this exception, and in accordance with the requirements of subsection 3(v) (E) (2) below, during the demolition of the existing 5290 Building the owner will be permitted to provide 0 on-site surface parking spaces for the new non-residential portion of the development for a maximum of 90 days from the occupancy of the new non-residential building. Should a building permit for the residential portion of the development have been issued, the permission for 0 on-site parking spaces for the non-residential portion of the development may be extended for a period of 6 months from the date of occupancy of the new non-residential portion of the development, in order to permit completion of the ramp to the below grade parking garage.

(ii) **PHASE TWO (2):**

- (a) The owner is required to obtain building permits and begin construction of the residential portion of the development

including the access ramp to the below grade garage within 6 months of occupancy of the non-residential component of the development referred to in 3(v)(E)(1)(i)(b) above.

- (b) Prior to the issuance of a building permit for the non-residential portion of the development referred to in 3(v)(E)(1)(i)(b) above, the owner will provide a letter of credit to the City of Toronto in the amount of \$60,000.00, as further set out in the Section 37 Agreement to ensure that should the garage ramp and/or residential portion of the development not proceed within 8 months of occupancy of the non-residential component of the development, appropriate landscaping for the balance of the subject lands takes place to the satisfaction of the City.
- (c) Notwithstanding section 3(q) of this exception, during construction of the residential portion of the development the owner will provide parking for the new non residential portion of the development in accordance with subsections 3(v)(E)(2) below, and 3(v)(E)(1)(i)(e) above, such off-site permission to extend only for a period of 6 months from the date of occupancy of the non-residential portion of the development in order to permit completion of the ramp to the below grade parking garage.

(2) OFF SITE PARKING

Prior to the occupancy of the new non-residential building, the owner shall have obtained leases for 23 parking spaces for the non-residential portion of the development, off site within the boundaries of the North York Centre area, with such leases secured for a 6 month period from the occupancy of the non-residential portion of the development, and satisfactory to the City Solicitor and the Director, Transportation Services. In the event the owner is unable to secure acceptable off-site leased parking within the North York Centre area, the owner shall provide a monetary contribution to the City of Toronto, in the form of a certified cheque and in the amount of \$25,000.00, as further set out in the Section 37 Agreement, prior to occupancy, such contribution to be used exclusively for capital improvements to parks and/or community facilities serving the North York Centre area, as determined by the Director of Community Planning, North York District.

(3) **GARAGE RAMP**

The owner agrees that the residential portion of the development shall proceed within 6 months of occupancy of the non-residential component, failing which the owner shall construct the ramp to the underground parking garage and shall landscape the balance of the site forthwith. Prior to final zoning approval, the owner will provide a letter of credit satisfactory to the City of Toronto in the amount of \$162,000.00, to secure the foregoing obligation. Should the residential portion of the development not proceed within 6 months of occupancy of the non-residential component of the development, the owner shall have a further 2 months to submit a building permit application to construct the ramp to the underground parking garage. If such application is not submitted within said 2 months, or if the garage ramp is not completed within 6 months of issuance of the building permit for the ramp, to the satisfaction of the Director/Deputy Chief Building Official, North York District, the City shall thereafter be entitled to cash the letter of credit, and such funds will be used exclusively for capital improvements to parks and/or community facilities serving the North York Centre area, as determined by the Director of Community Planning, North York District. If not cashed, the letter of credit shall be returned to the owner upon completion of the construction of the garage ramp.

(4) **LIMITED CULINARY FACILITIES**

The Retirement Residential Units proposed to be located within the Retirement Residence portion (Phase 2) of the development may also contain only partial culinary facilities but not a 220 volt electrical service for a stove connection.

(5) **ROAD WIDENING**

The owner shall convey to the City free and clear of all encumbrances, a maximum 2 metre width road widening across the Ellerslie Avenue frontage and a 6.1 metre radius corner rounding at the intersections of Canterbury Place and Ellerslie Avenue and at the intersection of Yonge Street and Ellerslie Avenue representing 109 m² in area and identified as Part 1, Part 2 and Part 5 on a Plan of Survey prepared by R.G. McKibbin, Ontario Land Surveyors;

LAND DIVISION

- (w) Notwithstanding any severance, partition or division of the Net Site, as shown on "Schedule "RM6(174)" the provisions of this By-law shall apply to the whole of the Net Site as if no severance, partition or divisions occurred.
 - (x) Notwithstanding any other provisions of this By-law, during the Phase One (1) period of construction, the existing on-site commercial building located at 5290 Yonge Street may be retained and used for non-residential purposes."
3. Section 64.20-A of By-law No. 7625 is amended by adding Schedule "RM6(174)" attached to this By-law.

Except as otherwise provided in this exception, all terms or expressions shall have the same meaning as each term or expression as defined in By-law No. 7625 of the former City of North York.

Building permit issuance with respect to the lands to which this By-law applies shall be dependant upon satisfaction of the provisions in this By-law and in the Section 37 Agreement relating to building permit issuance.”

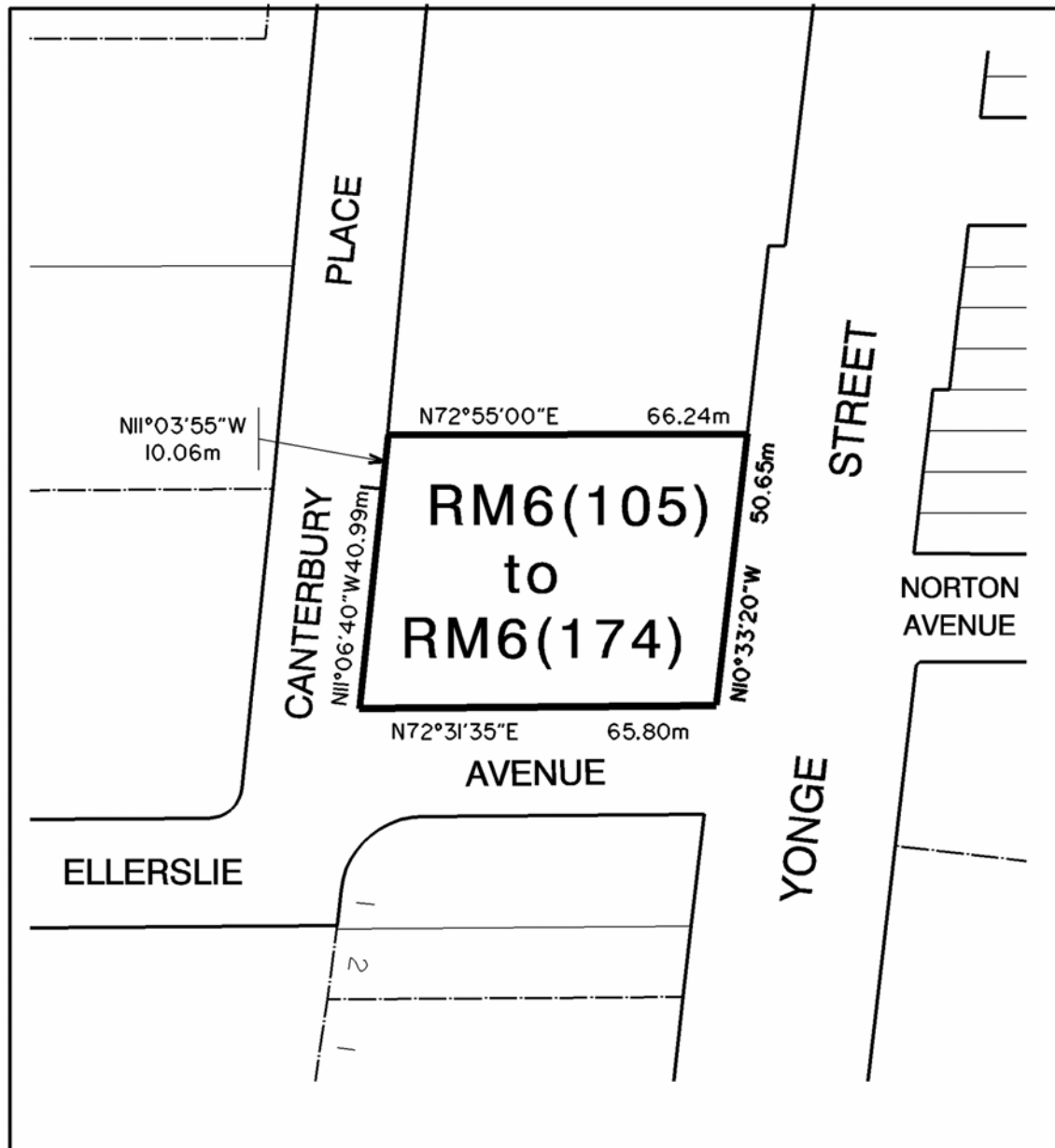
ENACTED AND PASSED this 27th day of September, A.D. 2007.

SANDRA BUSSIN,
Speaker

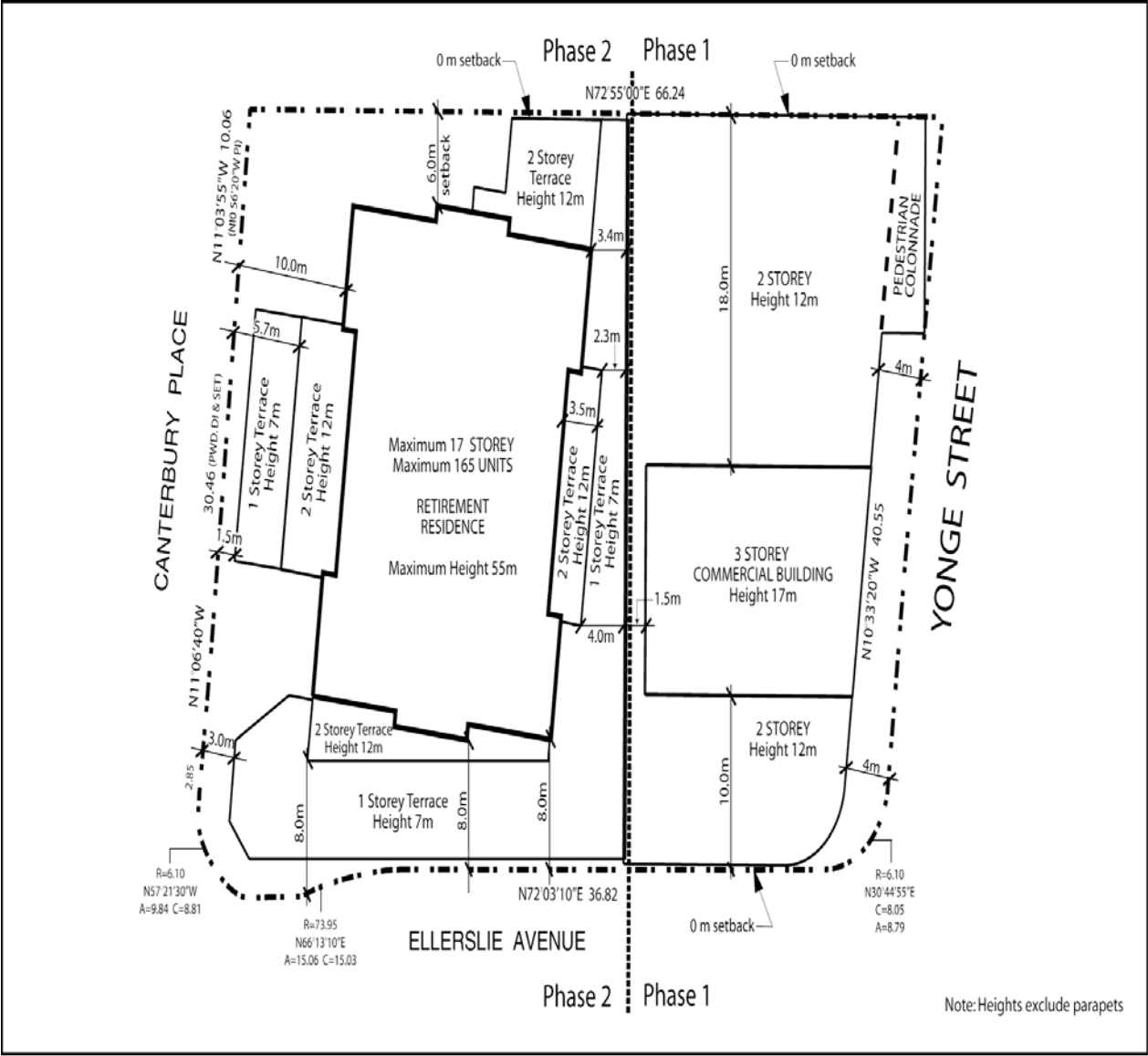
ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE "1"



SCHEDULE "RM6(174)"



Schedule "RM6(174)" to Bylaw _____

From Applicant's Drawings

File # 06_144386

Date: 08/14/2007
Approved by: B.DIR

↑
Not to Scale