

Authority: Toronto and East York Community Council Item 5.3,
adopted as amended, by City of Toronto Council on April 12 and 13, 2011
Enacted by Council: April 13, 2011

CITY OF TORONTO

BY-LAW No. 522-2011

To amend the former City of Toronto General Zoning By-law No. 438-86, as amended, with respect to the lands municipally known as 140-162 Broadview Avenue.

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, as amended, with respect to lands municipally known in the year 2010 as 140-162 Broadview Avenue; and

WHEREAS the Council of the City of Toronto conducted a public meeting under Section 34 of the *Planning Act* regarding the proposed Zoning By-law amendment;

The Council of the City of Toronto HEREBY ENACTS 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 including the provision by the *owner* of the *lot* of the facilities, services and matters set out in Appendix 1 hereof, to the City at the *owner's* sole expense in accordance with and subject to the agreement referred to in Section 2 of this By-law.
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 or matters set out in Appendix 1 hereof, the *lot* is subject to the provisions of this By-law. Building permit issuance with respect to the *lot* shall be dependent upon satisfaction of the provisions of this By-law and in the Section 37 Agreement relating to building permit issuance, including the provision of monetary payments and the provision of financial securities.
3. Wherever in this By-law a provision is stated to be conditional upon the execution and registration of an agreement entered into with the *City* pursuant to Section 37 of the *Planning Act*, then once such agreement has been executed and registered, such conditional provisions shall continue to be effective notwithstanding any subsequent release or discharge of all or any part of such agreement.
4. District Map No. 52H-311 contained in Appendix "A" of By-law No. 438-86, 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", as amended, is further amended by:
 - (1) Redesignating 150 Broadview Avenue to "R3 Z2.0" from "MCR T2.5 C2.0 R2.0".

5. None of the provisions of Section 2 "*loading space – type G*"; Section 6(3) Part I 1; 6(3) Part II 3.A(II); 6(3) Part II 4; 6(3) Part II 5(I); 6(3) Part II 2(iii); 6(3) Part I 1; 6(3) Part III 1, 4(2), 4 (4), 4(12), 4(13) (a) & (c), 4(14)(a), 4(16); 8(3) Part II 1(a)(i); and, Section 8(3) Part II 4(a) of Zoning By-law No. 438-86, 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", as amended, shall apply to prevent the erection and use of an *apartment building* (back-to-back, stacked townhouses) on the lands delineated by heavy lines on the attached Map 1 provided:
- (a) The *lot* consists of the lands delineated by the heavy lines on Map 1 attached to and forming part of this By-law;
 - (b) No portion of any above grade building or structure to be erected or used on the *lot* shall extend beyond the building envelope delineated by the heavy lines on Map 2 attached to and forming part of this by-law; except the following:
 - (i) Outdoor terraces/balconies, lower patios, railings and privacy screens;
 - (ii) Accessory structures, gatehouse, garbage enclosure and stairs as outlined on Map 2;
 - (iii) Stair towers (roof top structure) as outlined on Map 2; and
 - (iv) Eaves, gutters, cornices, retaining wall and dormer windows.
 - (c) The *height* of the buildings on the *lot* shall not exceed the maximum *height* of 12.5 metres; except for the following:
 - (i) The stair tower (roof top structure) on Block 1 shall not exceed 14.0 metres and the parapet wall shall not exceed 12.5 metres; and
 - (ii) The stair tower (roof top structure) on Block 2 shall not exceed 14.3 metres and the parapet wall shall not exceed 12.8 metres.
 - (d) A maximum of 63 *dwelling units* shall be permitted on the *lot*;
 - (e) The maximum permitted *residential gross floor area* above and below *grade* on the *lot* shall not exceed 4,895 square metres;
 - (f) One Type G - loading space as defined in Section 7 below is provided with access from the rear public lane;

- (g) A minimum of 40 *parking spaces* provided on the *lot* for 63 *dwelling units*;

Parking spaces on the *lot* shall be provided in accordance with the following minimum ratios:

Bachelor units	0.3 spaces per unit
1-Bedroom units	0.7 spaces per unit
2-Bedroom units	1.0 spaces per unit
3-Bedroom units	1.2 spaces per unit
Visitor	0.12 spaces per unit;

- (h) Notwithstanding Section (g) above, no visitor *parking spaces* are required to be provided on the *lot*;
- (i) A minimum of 48 *bicycle parking spaces* shall be provided on the *lot*. Of these, 38 shall be *bicycle parking spaces – occupants* and 10 shall be *bicycle parking spaces – visitor*;
- (j) No indoor *residential amenity space* shall be provided within the buildings;
- (k) The *outdoor residential amenity space* shall not be required to adjoin indoor *residential amenity space*, however, the soft landscaped open space provided on the *lot* shall be no less than 126 square metres in a consolidated area;
- (l) Setbacks will be in accordance with what is shown on Map 2.
6. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended, shall continue to apply to the *lot*.
7. For the purposes of this by-law all words, terms and phrases appearing in italics shall have the same meaning as they have in By-law No. 438-86, as amended, except the following:
- (a) The following definitions shall apply:
- (i) "Type G – loading space" means a loading space having minimum dimensions of 13m long by 4m wide with an unencumbered vertical clearance of 6.1 m for the entire loading area, including the concrete pad abutting the front of the Type G loading space;
- (ii) "*lot*" means the lands outlined by heavy lines on Map 1 attached to this By-law.
8. 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.

9. Within the *lot*, 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.

ENACTED AND PASSED this 13th day of April, A.D. 2011.

FRANCES NUNZIATA,
Speaker

ULLI S. WATKISS,
City Clerk

(Corporate Seal)

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* with conditions providing for no credit for development charges, indexing escalation of financial contributions, indemnity, insurance, taxes, termination and unwinding, and registration and priority of agreement:

1. Prior to the issuance of the first building permit for the foundation of the first of the new buildings, the *owner* shall pay to the *City* the sum of \$500,000 as cash-in-lieu of replacement of the existing seven (7) residential rental units to be paid to the *City's* Capital Revolving Fund for Affordable Housing for the purpose of constructing new affordable rental housing units.
2. The *owner* shall provide Tenant Relocation Assistance to the satisfaction of the Chief Planner and Executive Director, City Planning Division, that requires the *owner* to provide for each eligible tenant at 140-162 Broadview Avenue assistance that includes at least 5 months notice before being required to vacate for demolition, a moving allowance and other financial assistance on a sliding scale geared to the length of occupancy of each such tenant, with provisions for special needs tenants, provided;
 - (i) The assistance shall be provided prior to the issuance of any permit to demolish any residential rental dwelling units on the *lot*; and
 - (ii) An initial payment is to be made at the time that each tenant receives the Notice to Vacate for demolition.
3. The *owner* shall pay for and construct any improvements to the municipal infrastructure in connection with the Functional Servicing Report, as accepted by the Executive Director of Technical Services, should it be determined that improvements to such infrastructure are required to support this development.
4. The *owner* shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of Item PG32.3 of the Planning and Growth Management Committee.
5. The *owner* of the *lot* entering into and registering on title to the *lot* one or more agreements with the *City* pursuant to Section 37 of the *Planning Act*, to the satisfaction of the *City* Solicitor, in consultation with the Chief Planner and Executive Director, City Planning Division, to secure the facilities, services and matters set forth in this Appendix 1.

Notwithstanding the foregoing, the *owner* and the *City* may modify or amend the said agreement(s), from time to time and upon the consent of the *City* and the *owner*, without further amendment to those provisions of this zoning by-law which identify the facilities, services and matters to be secured.



