

Authority: North York Community Council Item 22.31,
as adopted by City of Toronto Council on March 21, 2013

CITY OF TORONTO

BY-LAW No. 615-2013

To amend former City of North York By-law No. 7625 in respect of lands known municipally as 3, 5 Kingslake Road and 3, 5, 11, 17 and 21 Allenbury Gardens.

Whereas authority is given to Council by Sections 34 and 37 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*; and

Whereas pursuant to Section 37 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 density of development otherwise permitted by the By-law that will be permitted in return for the provision of such facilities, services and matters as are set out in the By-law; and

Whereas subsection 37(3) of the *Planning Act*, provides that, where an owner of land elects to provide facilities, services or matters in return for an increase in the height and density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

Whereas the owners of the lands hereinafter referred to have elected to provide the facilities, services and matters as hereinafter set forth; and

Whereas the increase in the density of development permitted hereunder, beyond that otherwise permitted on the aforesaid lands by the By-law, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law, which are to be secured by one or more agreements between the owners of such lands and the City of Toronto; and

Whereas the City of Toronto has required the owners of the aforesaid lands to enter into one or more agreements having been executed dealing with certain facilities, services and matters in return for the increase in density in connection with the aforesaid lands as permitted by this By-law;

The Council of the City of Toronto enacts:

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 of By-law No. 7625 of the former City of North York is amended by adding the following new subsection:

"64.20-A(212) RM6(212)

DEFINITIONS

- (a) For the purpose of this exception, "apartment house dwelling" shall mean a building containing more than four dwelling units, each unit having access either from an internal corridor system or direct access at grade, or any combination thereof.
- (b) For the purpose of this exception Buildings A, B, C, D, E, F, G, H, I, J, K and L shall mean Buildings A, B, C, D, E, F, G, H, I, J, K and L as shown on Schedules RM6(212)A, RM6(212)B and RM6(212)C.
- (c) For the purpose of this exception Parcels A, B, C and D shall mean those lands shown as Parcels A, B, C and D on Schedules RM6(212)A, RM6(212)B and RM6(212)C.

PERMITTED USES

- (d) The only permitted uses on Parcels A and B shall be:
 - (i) Apartment house dwellings and uses accessory thereto, including recreational facilities and amenity areas.
 - (ii) Multiple attached dwellings.
 - (iii) Temporary sales office.
 - (iv) In Building A on Parcel A, the following uses to a total maximum floor area of 199 square metres shall also be permitted on the ground floor:
 - 1. Retail store.
 - 2. Bank and financial institution.
 - 3. Personal service shop.
 - 4. Day nursery.
 - 5. Restaurant and cafe.
 - 6. Office.
- (e) The only permitted uses on Parcels C and D shall be:
 - (i) Multiple attached dwellings and uses accessory thereto.

EXCEPTION REGULATIONS

(f) Dwelling Units

- (i) The total number of dwelling units on all of Parcels A, B, C and D combined shall not exceed 1,034 dwelling units.
- (ii) Building A shall have a maximum of 199 dwelling units.
- (iii) Building B shall have a maximum of 204 dwelling units.
- (iv) Building C shall have a maximum of 76 dwelling units.
- (v) Building D shall have a maximum of 199 dwelling units.
- (vi) Building E shall have a maximum of 282 dwelling units.
- (vii) Parcel C shall have a maximum of 38 dwelling units.
- (viii) Parcel D shall have a maximum of 36 dwelling units.
- (ix) Notwithstanding section (f)(ii), (iii), (v) and (vi) above, increases up to 5% of the maximum number of dwelling units, as permitted within each of Buildings A, B, D and E are allowed provided the total number of dwelling units for Buildings A and B combined does not exceed 403 dwelling units and the total number of dwelling units for Buildings D and E combined does not exceed 481 units.

(g) Gross Floor Area

- (i) The total gross floor area of all buildings on Parcels A, B, C and D combined shall be a maximum of 82,913 square metres.
- (ii) The maximum gross floor area of Building A shall be 15,658 square metres.
- (iii) The maximum gross floor area of Building B shall be 15,941 square metres.
- (iv) The maximum gross floor area of Building C shall be 7,877 square metres.
- (v) The maximum gross floor area of Building D shall be 15,137 square metres.
- (vi) The maximum gross floor area of Building E shall be 20,361 square metres.

- (vii) The maximum gross floor area of all buildings on Parcel C shall be 4,037 square metres.
- (viii) The maximum gross floor area of all buildings on Parcel D shall be 3,902 square metres.
- (ix) Notwithstanding section (g)(ii), (iii), (v) and (vi) above, increases up to 5% of the maximum gross floor area, as permitted within each of Buildings A, B, D and E are allowed provided the total gross floor area for Buildings A and B combined does not exceed 31,599 square metres and the total gross floor area for Buildings D and E combined does not exceed 35,498 square metres.
- (x) The following shall be excluded from the calculation of gross floor area:
 - (A) Bicycle parking area located within a building but not within a dwelling unit.
- (h) The provisions of Sections 16.2.2 and 20-A.2.2 (lot coverage) shall not apply.
- (i) Building Height
 - (i) The provisions of Section 20-A.2.6 and 16.2.6 (building height) shall not apply. The maximum building heights shall not exceed the maximum heights in metres and number of storeys as set out on Schedules RM6(212)B and RM6(212)C.
 - (ii) A penthouse or other roof structure which is used only as an ornament or to house the mechanical equipment of the building:
 - (A) Does not constitute a storey and shall be disregarded in calculating the height of the building;
 - (B) Shall not exceed a height of 5 metres; and
 - (C) Shall cover no more than 40% of the area of the roof.
- (j) Building Envelopes
 - (i) The maximum above ground building envelopes excluding parking garages and mechanical structures shall be as set out on Schedules RM6(212)B and RM6(212)C.
 - (ii) No buildings except for permitted projections as set out in subsection (iii) below shall be permitted beyond the building envelopes as set out on Schedules RM6(212)B and RM6(212)C.

- (iii) Permitted projections outside of building envelopes
 - (A) Exterior stairways, canopies, balconies, porches and decks shall be permitted to project outside the building envelopes a maximum of 1.6 metres.
 - (B) Canopies located at a principal entrance to a building shall be permitted to project outside the building envelopes a maximum of 2.5 metres provided the canopy is no higher than the first storey.
 - (C) Belt courses, chimney breasts, cornices, eaves or gutters, pilasters and sills shall be permitted to project outside the building envelopes a maximum of 0.5 metres.
 - (D) Exterior stairways and ramps are permitted to project outside the building envelopes.
 - (E) Cornices on the fourth floor on the south side of Buildings A, B, C, D and E shall be permitted to project outside of the building envelopes a maximum of 1.5 metres.

(k) Landscaping

The provisions of Section 15.8 (landscaping) shall not apply.

(l) Distance Between Buildings

- (i) The provisions of Section 16.3.2 and Section 20-A.2.4.1 shall not apply.
- (ii) The minimum distance between above grade portions of buildings shall be as set out on Schedules RM6(212)B and RM6(212)C.

(m) The provisions of Sections 16.2.1 and 20-A.2.1 (lot area) shall not apply.

(n) The provisions of Sections 16.2.3 and 20-A.2.3 (street and lot frontage) shall not apply.

(o) The provisions of Section 16.2.5 (floor area) shall not apply.

(p) Yard Setbacks

- (i) The minimum yard setbacks for all buildings and structures shall be as set out on Schedules RM6(212)B and RM6(212)C.
- (ii) In addition to Section 6(9), balconies on Buildings A, B, C, D and E shall be permitted to project into any minimum yard setback not more than 1.5 metres provided that no more than 40% of the width of the south tower façade of Buildings A, B, C, D and E shall have projecting balconies.

- (iii) Cornices on the fourth floor on the south side of Buildings A, B, C, D and E shall be permitted to project into the Fairview Mall Drive yard setback a maximum of 1.5 metres.
- (q) Recreational Amenity Area
 - (i) For an apartment house dwelling a minimum of 1.5 square metres of indoor private recreational amenity area per dwelling unit shall be provided in the building.
 - (ii) For an apartment house dwelling a minimum of 1.5 square metres of outdoor private recreational amenity area per dwelling unit shall be provided.
- (r) Parking Requirements
 - (i) For Building C parking spaces shall be provided at the following rates:
 - (A) Minimum 0.14 parking space per dwelling unit for a bachelor unit;
 - (B) Minimum 0.24 parking space for a 1 bedroom unit;
 - (C) Minimum 0.4 parking space per dwelling unit for a 2 bedroom unit;
 - (D) Minimum 0.75 parking space per dwelling unit for a 3 or more bedroom unit;
 - (E) For residential visitors, minimum 0.15 parking space per dwelling unit.
 - (ii) For an apartment house dwelling on Parcels A and B, excluding Building C, parking spaces shall be provided at the following rates:
 - (A) Minimum 0.7 parking space per dwelling unit and maximum 1.0 parking space per dwelling unit, for a bachelor unit;
 - (B) Minimum 0.8 parking space per dwelling unit and maximum 1.2 parking spaces per dwelling unit, for a 1 bedroom unit;
 - (C) Minimum 0.9 parking space per dwelling unit and maximum 1.3 parking spaces per dwelling unit, for a 2 bedroom unit;
 - (D) Minimum 1.1 parking spaces per dwelling unit and maximum 1.6 parking spaces per dwelling unit, for a 3 or more bedroom unit;

- (E) For residential visitors, minimum 0.15 parking space per dwelling unit;
- (F) For retail, office and other commercial uses in Building A:
 - 1. No parking is required if the gross floor area is 200 square metres or less.
 - 2. If the gross floor area is more than 200 square metres, 1 parking space per 100 square metres of gross floor area.
- (iii) For a multiple attached dwelling parking spaces shall be provided at the following rates:
 - (A) Minimum 1.0 parking space per dwelling unit.
 - (B) For residential visitors, minimum 0.2 parking space per dwelling unit.
- (s) Bicycle Parking Spaces
 - (i) For an apartment house dwelling, bicycle parking spaces shall be provided as follows:
 - (A) Long-term bicycle parking spaces shall be provided at a rate of minimum 0.7 space per dwelling unit.
 - (B) Short-term bicycle parking spaces shall be provided at a rate of minimum 0.08 space per dwelling unit.
 - (ii) For a non-residential use, bicycle parking spaces shall be provided at a rate of 3 spaces plus 0.25 spaces for each 100 square metres of gross floor area.
 - (iii) Long term bicycle parking shall be bicycle parking spaces for use by the occupants, residents or tenants of a building.
 - (iv) Short term bicycle parking shall be bicycle parking spaces for use by visitors to a building.
- (t) Loading Spaces
 - (i) Buildings A and B shall provide a minimum of 1 shared loading space.
 - (ii) Building E shall provide a minimum of 1 loading space.
 - (iii) Buildings C and D shall provide a minimum of 1 shared loading space.

(u) Division of Lands

Notwithstanding any severance or division of the lands subject to this exception, the regulations of this exception shall continue to apply to the whole of the lands.

OTHER

(v) The existing buildings and existing uses located within the buildings existing on the date of enactment of the By-law shall continue to be permitted so long as that portion of the building has not been demolished.

(w) 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:

(i) 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

(ii) All water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.

SECTION 37 AGREEMENT

(x) Pursuant to Section 37 of the *Planning Act* and subject to compliance with the provisions of this By-law, the increase in height and density of development on the lands is permitted in return for the provision by the owner of the following facilities, services and matters to the City at the owner's sole expense, in accordance with an agreement or agreements, in a form satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor and such agreement(s) shall be registered against title to the lands as outlined in heavy lines on Schedules RM6(212)A, RM6(212)B and RM6(212)C to secure the following facilities, services or matters:

(i) The owner is to provide a financial contribution to the City of \$750,000 to be used for capital improvements/renovation of Fairview Library including an early literacy centre, computer learning and media centre, teen zone and lighting upgrades. The financial contribution is to be paid as follows:

(A) A cash contribution of \$260,000 to be paid prior to the issuance of any building permits for Building A or Building B.

(B) A cash contribution of \$490,000 to be paid prior to the issuance of any building permits for Building D or Building E.

Each installment payment set out above shall be indexed in accordance with the Statistics Canada Non-Residential Building Construction Price

Index for Toronto calculated from the date of execution of the Section 37 Agreement to the date of submission of the funds by the owner to the City.

- (ii) The owner is to provide a financial contribution to the City of \$350,000 prior to the issuance of any building permits for Building A or Building B, to be used for pedestrian and streetscape related improvements at the north-east and south-east corners of Fairview Mall Drive and Don Mills Road. The financial contribution shall be indexed in accordance with the Statistics Canada Non-Residential Building Construction Price Index for Toronto calculated from the date of execution of the Section 37 Agreement to the date of submission of the funds by the owner to the City.
- (iii) The owner is to provide a financial contribution to the City of \$100,000 prior to the issuance of any building permits for Building D or Building E, to be used for park improvements within Godstone Park which include upgrades to the walkway between Godstone Park and Kingslake Public School and enhancements to the play equipment. The financial contribution shall be indexed in accordance with the Statistics Canada Non-Residential Building Construction Price Index for Toronto calculated from the date of execution of the Section 37 Agreement to the date of submission of the funds by the owner to the City.
- (iv) The owner shall provide and maintain one hundred and twenty-seven (127) replacement social housing units on the site for a period of at least 25 years, all of which will have rents geared to income, comprising the following:

Unit Type	Number of Units
2-Bedroom multiple attached dwellings	14
2-Bedroom apartment house dwelling units	58
3-Bedroom multiple attached dwellings	41
3-Bedroom apartment house dwelling units	11
4-Bedroom multiple attached dwellings	3
Total	127

The social housing shall be provided in accordance with the following:

- (A) Prior to the occupancy of any units in the first building constructed on the site, 30 social housing replacement townhouse units shall be completed and ready for occupancy.
- (B) The remaining 97 social housing replacement units (69 apartment units in Building C and 28 townhouse units) shall be completed and ready for occupancy no later than the date 50% of the new dwelling units in Building D are available and ready for occupancy and prior to the issuance of any above grade building permit for Building E.

- (v) If the owner constructs the 7 additional units in the social housing replacement building (Building C), they shall be of rental tenure.
- (vi) The owner shall provide tenant relocation assistance in accordance with more detailed Tenant Relocation and Assistance Plan to be included in the agreement or agreements, to the satisfaction of the Chief Planner and Executive Director, City Planning Division, and the General Manager, Shelter Support and Housing Administration, for tenants in the existing buildings on the lands, and that requires at least:
 - (A) The right to return to a replacement social housing unit on the site for all tenants who have to be relocated due to redevelopment.
 - (B) Provision of at least five (5) months notice to tenants prior to having to move.
 - (C) A proportionate share of townhouses be available to affected tenants in each phase of development.
 - (D) Tenants in phase one who are not offered a replacement social housing unit in the first phase be given unit selection priority in phase two.
- (vii) As a matter of convenience, the following matters are also being secured in the Section 37 Agreement:
 - (A) The owner shall convey approximately 3,297 square metres of land to the City for parkland dedication. Prior to issuance of the first above grade building permit, the owner shall enter into an Escrow Agreement with the City regarding the conditions and timing of conveyance of the parkland to the City, to the satisfaction of the City Solicitor and the General Manager, Parks, Forestry and Recreation, and subject to the conditions set out in the memorandum dated January 23, 2013 from Parks, Forestry and Recreation.
 - (B) Prior to issuance of any above grade building permit for Building E, the owner shall take the parkland out of Escrow and convey the park, in Above Base Park condition, to the City to the satisfaction of the General Manager, Parks, Forestry and Recreation and subject to the conditions set out in the memorandum dated January 23, 2013 from Parks, Forestry and Recreation.
 - (C) The Above Base Park improvements shall be to a value of a minimum of \$800,000 which shall be indexed in accordance with the Statistics Canada Non-Residential Building Construction Price Index for Toronto calculated from the date of execution of the Section 37 Agreement to the date of conveyance of the parkland to

the City, to the satisfaction of the City Solicitor and the General Manager, Parks, Forestry and Recreation.

- (D) In the absence of a Letter of Credit from TCHC for the required Above Base Park Improvement works, prior to the issuance of the first above grade building permit for each sub phase of the development, documentation from TCHC shall be submitted to and approved by the General Manager, Parks, Forestry and Recreation, that details the required payment from TCHCs development partner of the Parks and Recreation component of Development Charges payable.
- (E) The applicant is required to submit a design and cost estimate to be approved by the General Manager, Parks, Forestry and Recreation. The design, cost estimate and Development Contributions payment documentation will be required prior to the issuance of the first above grade building permit.
- (F) The owner agrees that construction shall proceed in accordance with the following development Phasing Plan:

Phase 1 - West Part of Site

- Demolition of 57 social housing units and maintaining the remaining 70 social housing units at the east part of the site.
- Construction of 30 social housing replacement townhouses.
- Construction of 8 condominium townhouse units and 2 residential condominium buildings with 403 units.

Phase 2 - Centre and East Part of Site

- Demolition of the remaining 70 social housing units.
- Dedication of a new park.
- Construction of a new social housing replacement apartment building comprising at least 69 units.
- Construction of 28 social housing replacement townhouse units.
- Construction of 2 condominium residential buildings with 481 units and 8 condominium townhouse units.

- (G) The owner shall prepare a Construction Mitigation and Tenant Communication Strategy, prior to the issuance of the first building permit (including for demolition or for excavation) in each phase of the construction, to the satisfaction of the Chief Planner and Executive Director, City Planning.
- (y) The owner shall enter into one or more agreements with the City pursuant to Section 37 of the *Planning Act* to secure the matters provided for in section (x).

Until such time as the agreement is executed by the owner, in a form satisfactory to the City Solicitor, and is registered on title to the entire site to the satisfaction of the City Solicitor, none of the provisions as set out in this By-law shall apply.

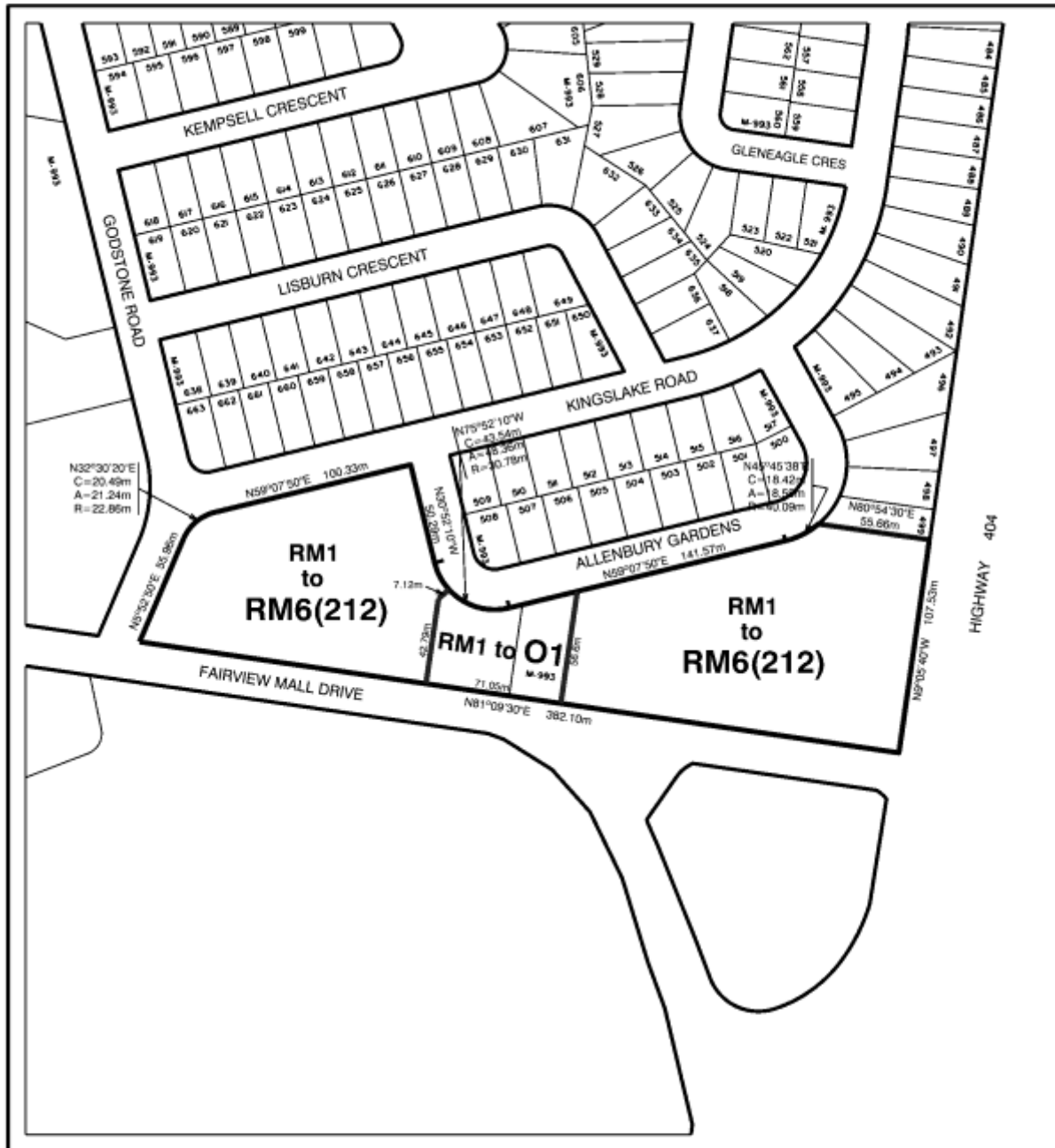
- (z) Building permit issuance with respect to the lands to which this By-law applies shall be dependent upon satisfaction of the provisions in this By-law and in the Section 37 Agreement relating to building permit issuance, including the provision of monetary payments and the provision of financial securities.
 - (aa) Wherever in the By-law a provision required the execution and registration of an agreement entered into with the City pursuant to Section 37 of the *Planning Act* in accordance with the provisions of section (x) hereof, then once such agreement has been executed and registered, the increase of height and density shall continue to be effective notwithstanding any subsequent release or discharge of any part of such agreement."
- 3.** Section 64.20-A(212) of By-law No. 7625 is amended by adding Schedules RM6(212)A, RM6(212)B and RM6(212)C attached to this By-law.

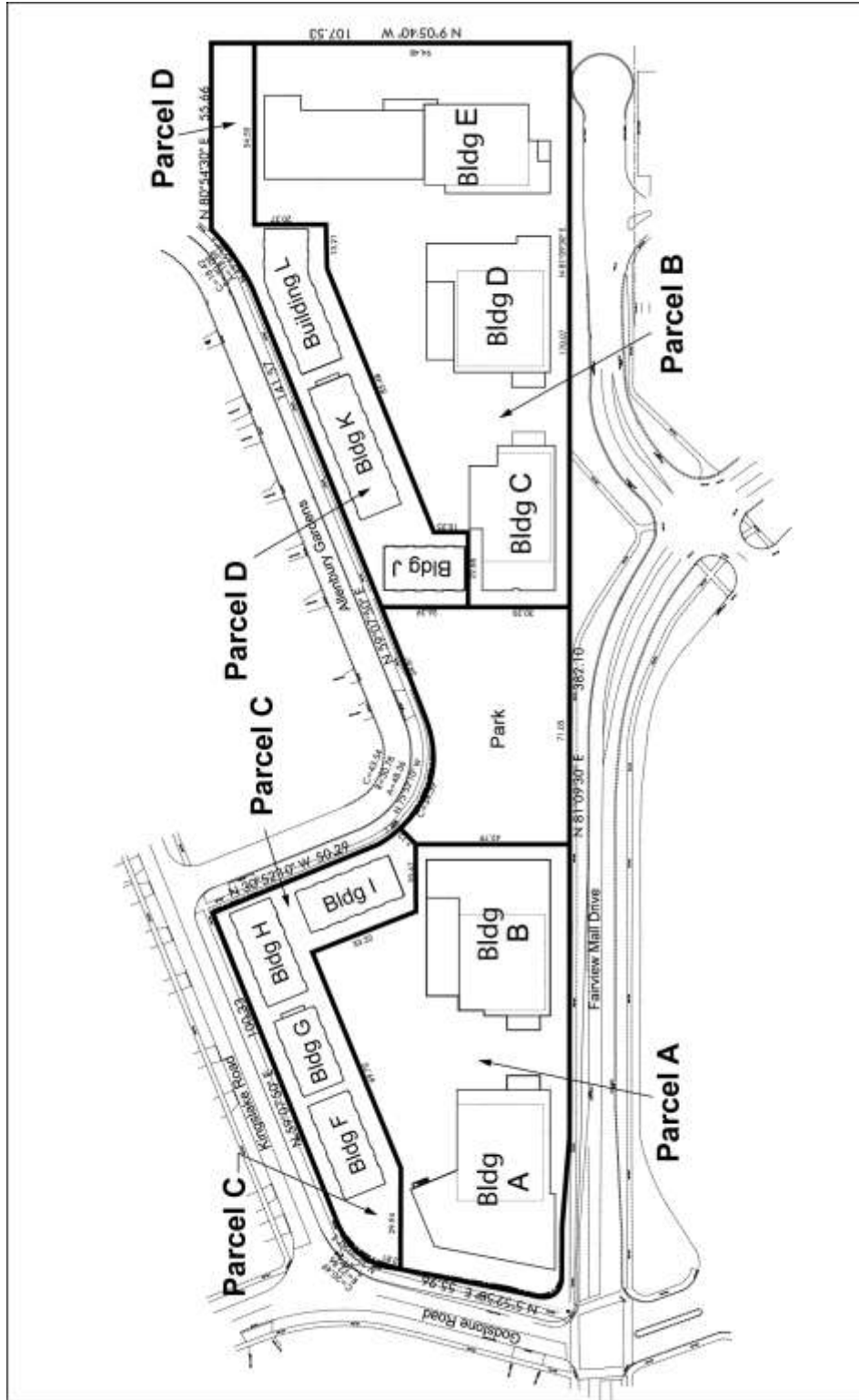
Enacted and passed on May 10, 2013.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)





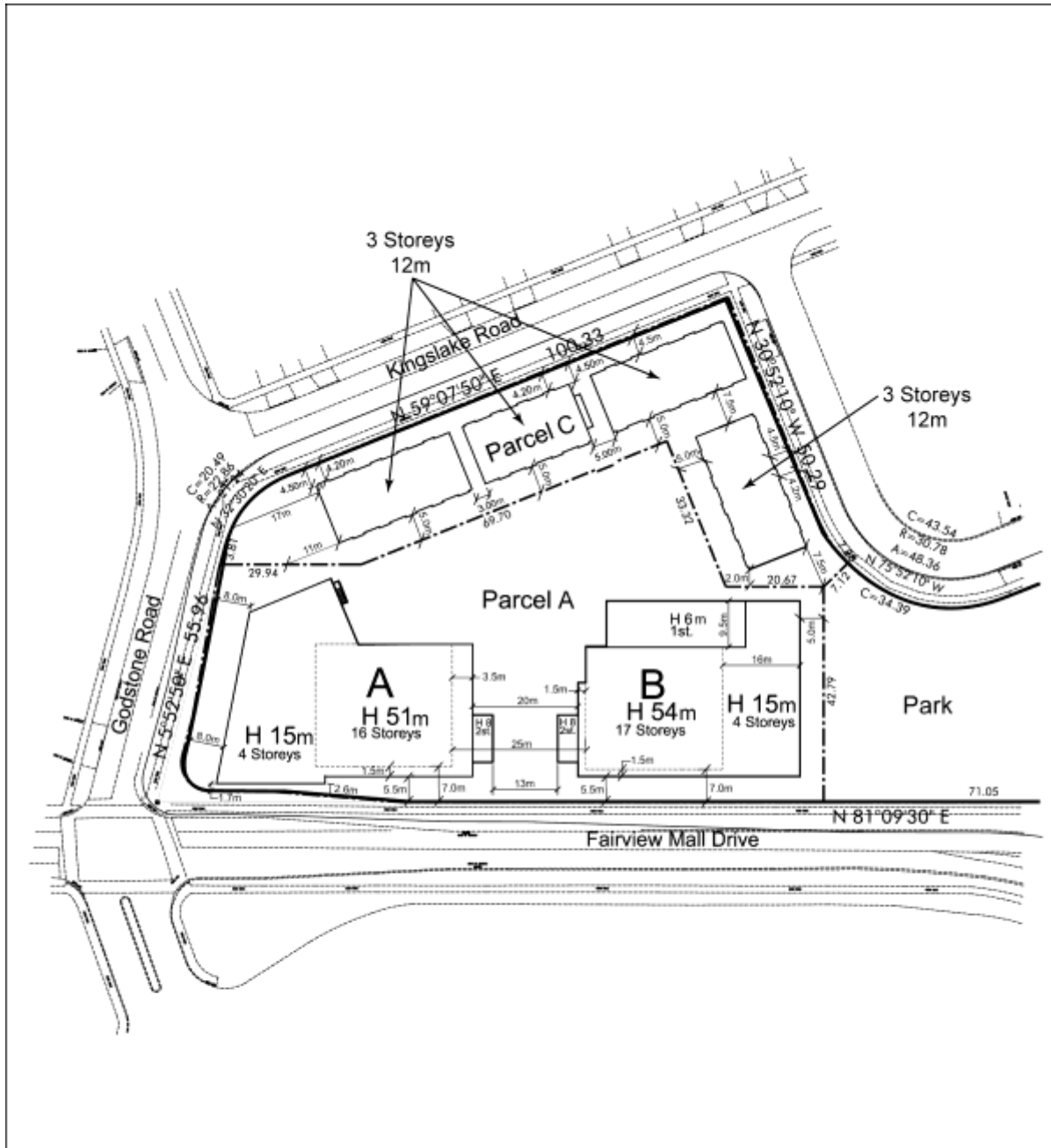
Schedule RM6(212)A

Block O, R.P.M-983, City of Toronto
J.D. Barnes Limited

File # 11 293972 NNY 33 0Z

Date: 12/06/2012
Approved by: N. Salamon





Schedule RM6(212)B

Block O, R.P. M-993, City of Toronto
J.D. Barnes Limited

File # 11 293972 NNY 33 0Z

Date: 2/5/2013
Approved by: N Salamon



