

CITY OF TORONTO

BY-LAW No. 226-2014(OMB)

To amend former City of Toronto Zoning By-law No. 438-86, as amended, with respect to the lands municipally known as 1443, 1445 and 1451 Bathurst Street and 501 St. Clair Avenue West.

Whereas the *owner* of the lands known municipally in the year 2012 as 1443, 1445 and 1451 Bathurst Street and 501 St. Clair Avenue West appealed a proposed zoning by-law amendment to the Ontario Municipal Board; and

Whereas the Ontario Municipal Board, by its Decision issued on May 22, 2013 and Order issued January 23, 2014 in Board File No. PL120931, approved amendments to the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to those lands;

Therefore pursuant to the Order of the Ontario Municipal Board, By-law No. 438-86 of the former City of Toronto is amended as follows:

1. 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 facilities, services and matters set out in Appendix 1 of this By-law, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
2. Upon execution and registration of an agreement or agreements with the *owner*, pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 of this By-law, the *site* 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 requirement.
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. Except as otherwise provided herein, the provisions of *By-law No. 438-86* shall continue to apply to the *site*.
5. None of the provisions of Section 4(2)(a), 4(3)(a), 4(4)(b) and (d), 4(6)(b), 8(3)Part I (1), 8(3) Part II(1)(b)(ii), 8(3)Part II(4)(a) and (c), and 12(2)(222) shall apply to prevent the erection and use of a *mixed-use building* with an underground *parking garage*, which may contain *public parking spaces* and *car-share parking spaces*, on the *site*, provided that:
 - (a) the *lot* on which the building is located comprises at least the *site*;

- (b) the total *residential gross floor area* and *non-residential gross floor area* on the *site* shall not exceed 21,500 square metres, of which:
 - (i) the total *residential gross floor area* shall not exceed 20,550 square metres; and
 - (ii) the total *non-residential gross floor area* shall not exceed 950 square metres;
- (c) the total number of *dwelling units* shall not exceed 284, of which:
 - (i) at least ten percent (10%) shall have two bedrooms, two bedrooms plus den or three bedrooms; and
 - (ii) 7 *dwelling units* shall be secured in accordance with Appendix 1 of this By-law as rental *dwelling units* comprising 5 one-bedroom *dwelling units* and 2 two-bedroom *dwelling units*;
- (d) the *height* of each portion of a building or structure erected above *grade* within the *site*, in respect of each *building envelope* area, has a maximum *height* in metres as shown following the symbol "H" on Map 2 for the corresponding *building envelope* area, including mechanical and rooftop elements; and
 - (i) within the *building envelope* area showing a maximum *height* of 23.1 metres on Map 2, the maximum number of storeys shall be 6;
 - (ii) within the *building envelope* area showing a maximum *height* of 69.5 metres on Map 2, the maximum number of storeys shall be 21;
 - (iii) within each of the *building envelope* areas showing maximum *heights* of 72.5 metres and 75.5 metres on Map 2, the maximum number of storeys shall be 21, but this shall not preclude a mechanical penthouse and an adjacent set of *dwelling units* within the 72.5 metre and 75.5 metre *height* areas; and
 - (iv) the ground floor shall be located within the *building envelope* area for the ground floor as shown on Map 2A;
- (e) the preceding subsection (d) shall not apply to:
 - (i) window washing equipment, lighting fixtures, ornamental elements, partitions dividing outdoor recreation areas and trellises, lightning rods, exhaust flues, cooling equipment, planters, pavers, stairs, stair enclosures, and wheelchair ramps, extending to a maximum vertical projection of 2 metres above the *height* limits shown on Map 2;
 - (ii) railings, cornices, parapet walls, elements of a green roof, extending to a maximum vertical projection of 1.2 metres above the *height* limits shown on Map 2;

- (iii) landscaping, public art features and an outdoor pool for residence recreation;
 - (iv) the structural projections permitted by the following subsection (f), provided the restrictions set out therein are complied with; and
 - (v) provided that paragraphs (i), (ii), (iii) and (iv) shall not apply to permit anything above a *height* of 75.5 metres above *grade*;
- (f) no part of any building or structure erected within the *site* shall be located above *grade* other than within a *building envelope*, with the exception of the following:
- (i) window washing equipment, lighting fixtures, ornamental elements, partitions dividing outdoor recreation areas and trellises, lightning rods, exhaust flues, cooling equipment, planters, pavers, stairs, wheelchair ramps, railings, cornices, elements of a green roof, window sills, balustrades, awnings and canopies, all of which may extend to a maximum projection of 2 metres beyond the *building envelope*;
 - (ii) balconies which may project beyond the *building envelope* to a maximum of 1.8 metres; and
 - (iii) landscaping, public art features and an outdoor pool for residence recreation;
- (g) notwithstanding Section 4(4) of *By-law No. 438-86*, parking shall be provided and maintained within an underground *parking garage* on the *site* and in accordance with the following minimum ratios:
- (i) *bachelor dwelling units* – a minimum of 0.6 *parking spaces* for each *bachelor dwelling unit*;
 - (ii) one-bedroom *dwelling units* – a minimum of 0.7 *parking spaces* for each one-bedroom *dwelling unit*;
 - (iii) two and more bedroom *dwelling units* – a minimum of 0.9 *parking spaces* for each *dwelling unit* containing two or more bedrooms; and
 - (iv) a minimum of two (2) of the *parking spaces* provided in the underground *parking garage* are to be provided and maintained for the use of the seven (7) rental *dwelling units* located in the *mixed-use building*;
- (h) notwithstanding Section 4(4) of *By-law No. 438-86*, the total number of *parking spaces* required to satisfy parking requirements for residents, may be reduced, up to a maximum of 12 *parking spaces*, by 4 *parking spaces* for each *car-share parking space* provided and maintained in an underground *parking garage* within the *site*;

- (i) a minimum of 42 *public parking spaces* shall be provided and maintained within an underground *parking garage*, which shall also satisfy parking for non-residential uses and for residential visitor parking of the *mixed-use building*;
 - (j) notwithstanding the provisions in Section 4(17) of *By-law No. 438-86*, which specify the minimum length of a *parking space*, the minimum length of any *public parking space* provided and maintained within the underground *parking garage* may be 5.2 metres, provided the *parking space* is accessed by a drive aisle having a width of 7.0 metres or more;
 - (k) notwithstanding the provisions in Section 4(17) of *By-law No. 438-86*, which require "that the minimum width of a *parking space* shall be increased by 0.3 metres" when it is obstructed as set out in paragraph (e) of Section 4(17), that provision shall not apply to obstructed *parking spaces* located in the underground *parking garage*; and
 - (l) one *Type G loading space* shall be provided and maintained within the *mixed-use building* on the *site*.
- 6. Within the lands shown on Map 1 attached to this By-law, 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.
- 7. For clarity, all Appendices and Maps attached to this By-law are incorporated into this By-law and are deemed to be part of this By-law.
- 8. A temporary *sales office* shall be permitted on the *site*.
- 9. Despite any existing or future severance, partition, or division of the *site*, the provisions of this By-law shall apply to the whole of the *site* as if no severance, partition or division occurred.
- 10. For the purpose of this By-law, the following expressions shall have the following meaning:
 - (a) "*building envelope*" means a building envelope,
 - (i) for each *height* area within the *site* as shown by an "H" and as delineated by the lines on Map 2 attached hereto; and
 - (ii) for the ground floor storey as delineated by the lines on Map 2A attached hereto;

- (b) "*By-law 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto being, "A By-law to regulate the use of land and the erection, use, bulk, height, spacing 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";
- (c) "*car-share parking space*" means a *parking space* used exclusively for the parking of a *car-share motor vehicle*;
- (d) "*car-share motor vehicle*" means a motor vehicle available for short term rental, including an option for hourly rental, for the use of at least the occupants of a building erected on the *site*;
- (e) "*City*" means the City of Toronto;
- (f) "*height*" means the vertical distance between *grade* and the highest point of the building or structure and for clarity shall include the highest point of any mechanical penthouse, elevator overruns, stairwell enclosures and other building elements;
- (g) "*grade*" means 157.1 metres above Canadian Geodetic Datum;
- (h) "*owner*" means the registered owner of the *site* or any part thereof;
- (i) "*public parking space*" means a *parking space* used for and operated by the Toronto Parking Authority of the *City*;
- (j) "*sales office*" means an office located on the *site* in a temporary building, structure, facility or trailer satisfactory to the *City's* Chief Planner used exclusively for the sale of *dwelling units* and the sale or leasing non-residential floor space within the *mixed use building* to be erected on the *site*;
- (k) "*site*" means those lands outlined by heavy lines on Map 1 attached hereto; and
- (l) 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 *By-law No. 438-86*.

PURSUANT TO THE ORDERS OF THE ONTARIO MUNICIPAL BOARD ISSUED ON MAY 22, 2013 AND JANUARY 23, 2014 IN BOARD FILE NO. PL120931.

APPENDIX 1

SECTION 37 PROVISIONS

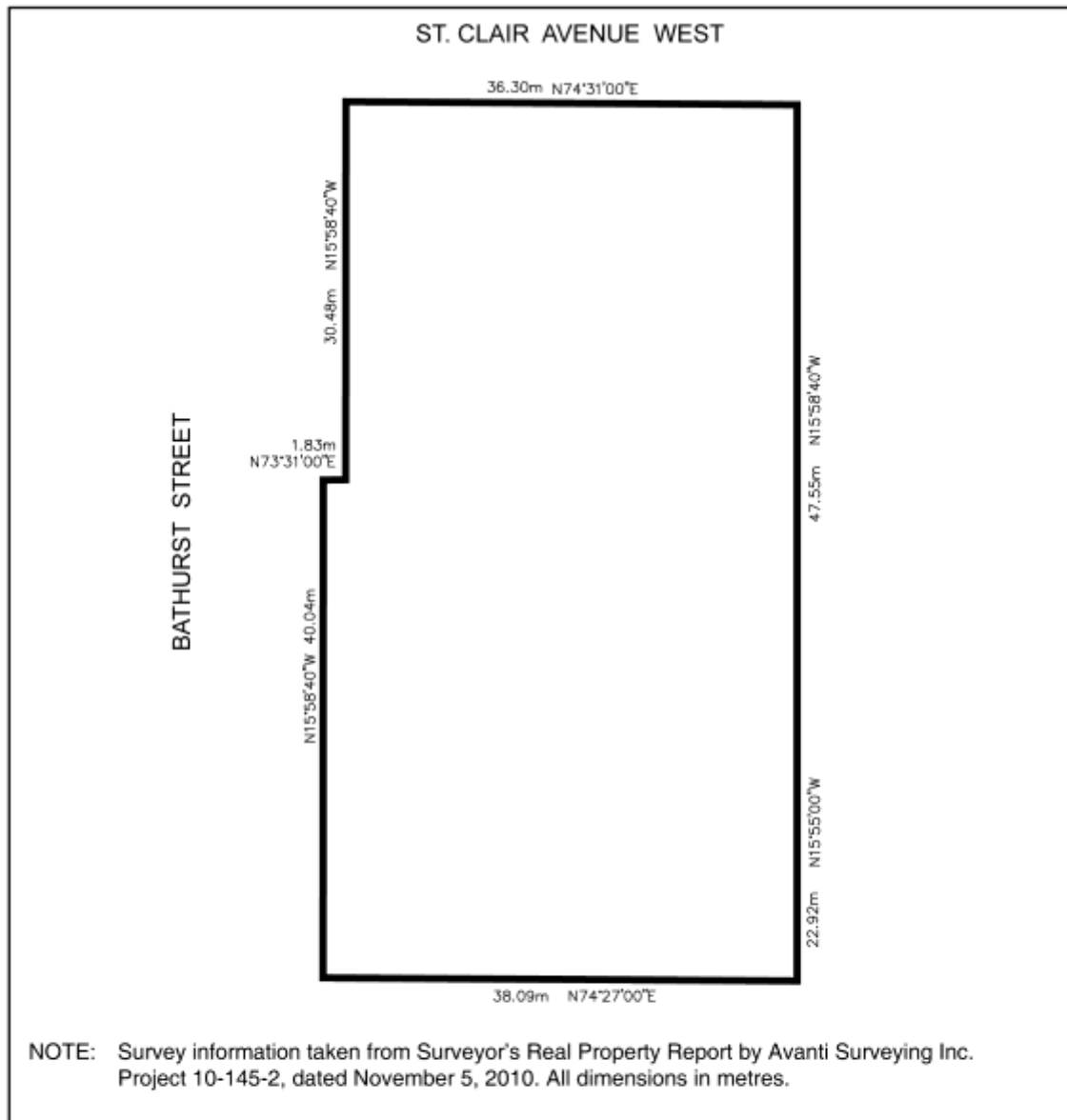
The facilities, services and matters set out herein are the facilities, services and matters required to be provided by the *owner* to the *City* in accordance with an agreement or agreements pursuant to Section 37(1) of the *Planning Act*:

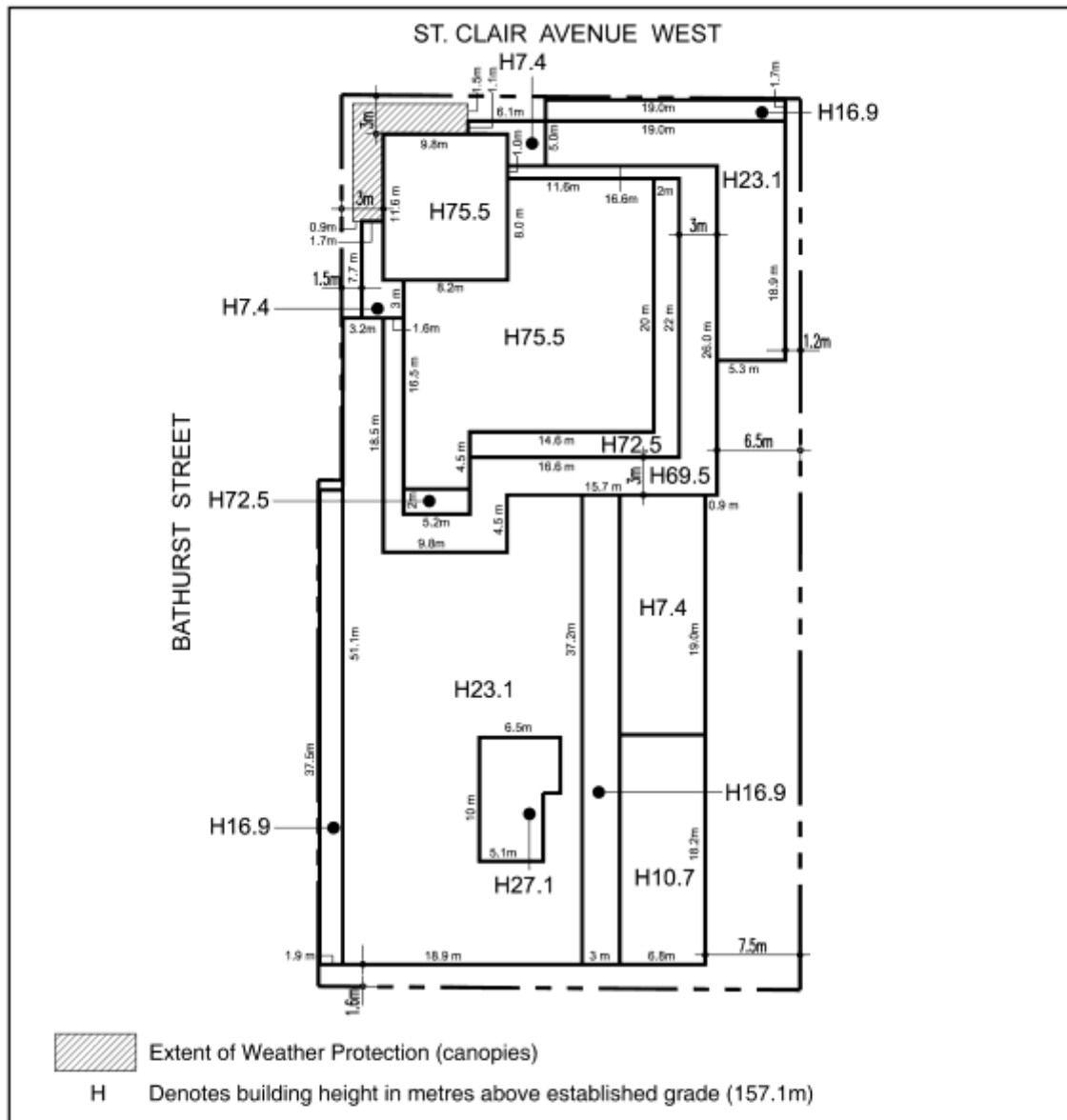
1. The *owner* shall pay the sum of One-Million Five Hundred Thousand Dollars (\$1,500,000.00) to the *City* (together with any increases to reflect increases in the Construction Price Statistics between the date of this Agreement and the delivery of such payment), prior to the issuance of the first above-grade building permit, for capital improvements to the Wychwood Public Library and/or local parkland improvements or public art locally in Ward 21 as directed by the *City's* Chief Planner in consultation with the Ward Councillor.
2. The *owner* shall provide additional public access at grade on the *site* between the property line and *building envelope* on the ground floor as shown on Map 2A for the purpose of achieving increased pedestrian circulation space and which will be secured in an associated surface easement to the *City* at or before the time of condominium registration.
3. The *owner* shall provide and maintain on the *site* not less than seven (7) new replacement rental *dwelling units*, comprising five (5) one-bedroom *dwelling units* and two (2) two-bedroom *dwelling units*, all of which shall be provided as affordable rental units, to the satisfaction of the *City's* Chief Planner and Executive Director, City Planning Division, subject to the following:
 - (a) The seven (7) replacement rental *dwelling units* shall be maintained as rental units for at least 20 years, beginning with the date that each unit is occupied and until the *owner* obtains approval for a zoning by-law amendment removing the requirement for the replacement rental units to be maintained as rental units. No application may be submitted for condominium approval or for any other conversion of the rental *dwelling units* to non-rental housing purposes, or for demolition without providing for replacement during the 20 year period;
 - (b) the replacement rental *dwelling units* shall be ready and available for occupancy no later than the date 90% of the other *dwelling units* erected on the *site* are available and ready for occupancy;
 - (c) the replacement rental *dwelling units* shall be of the same unit type as the rental *dwelling units* existing on the *site* at the date of enactment of this by-law, subject to the following:
 - (i) the five (5) one-bedroom *dwelling units* shall have:
 - A. one (1) *dwelling unit* at least 51 square metres in size;
 - B. two (2) *dwelling units* at least 63 square metres in size; and

- C. two (2) *dwelling units* at least 66 square metres in size;
 - (ii) the two (2) two-bedroom *dwelling units* shall have:
 - A. one (1) *dwelling unit* at least 72 square metres in size; and
 - B. one (1) *dwelling unit* at least 87 square metres in size;
 - (iii) the combined floor area of the seven (7) rental *dwelling units* shall be at least 474 square metres;
 - (iv) no more than two (2) of the five (5) one-bedroom rental *dwelling units* may contain a single interior bedroom; and
 - (v) tenants of the rental *dwelling units* shall have full access to all of the building facilities and amenities, on the same terms as the residents of the non-rental *dwelling units*;
 - (d) the *owner* shall provide and maintain affordable rents charged to the tenants who rent each of the replacement rental *dwelling units* during the first 10 years of its occupancy, such that the initial rent shall not exceed an amount based on the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent for the *City* by unit type, and, over the course of the 10 year period, annual increases shall not exceed the Provincial Rent Guideline and, if applicable, permitted above-Guideline increases. Upon turn-over during the 10 year period, the rent charged to any new tenant of a rental *dwelling unit* shall not exceed an amount based on the initial rent for the *dwelling unit*, increased annually by the Provincial Rent Guideline, and any above-Guideline increase, as applicable;
 - (e) rents charged to tenants occupying an affordable replacement rental *dwelling unit* at the end of the 10 year period set forth in (d) shall be subject only to annual increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their *dwelling unit* or until the expiry of the rental tenure period set forth in (a) with a subsequent phase-in period of at least three years for rent increases;
 - (f) rents charged to tenants newly occupying a replacement rental *dwelling unit* after the completion of the 10 year period set forth in (d) will not be subject to restrictions by the *City* under the terms of the Section 37 Agreement that is required by this by-law; and
 - (g) a minimum of 2 residential *parking spaces* shall be provided and maintained for the use of the 7 rental *dwelling units*.
4. The seven (7) replacement rental *dwelling units* may also be provided in an alternative location in Ward 21, subject to generally the same terms and conditions for their replacement on the existing *site* required in subsection (3), all to the satisfaction of the *City's* Chief Planner and Executive Director, City Planning Division provided that the

Chief Planner has approved the detailed plans and terms at the alternative location prior to the date that the first above-grade building permit is issued for any building on the *site*.

5. The *owner* shall provide tenant relocation assistance to the tenants of the existing units affected by the demolition, to the satisfaction of the Chief Planner. The assistance shall include at least: an extended notice period before having to vacate for demolition, financial assistance with relocation beyond the amounts required by provincial legislation, and the right to return to a rental replacement unit.
6. The *owner* shall post a 24-hour monitored construction hotline number on the hoarding board at the *site*, which must be prominently placed and legible from 20 metres and on all elevations from the construction site.
7. The *owner* shall provide and install public art, including mural artwork, onto every elevation of the hoarding board with adequate spotlighting for nighttime illumination, at their sole cost, to the satisfaction of the Ward Councillor.
8. The *owner* shall provide and maintain three (3) *car-share parking spaces* on parking level P1 with electric plug in.
9. The *owner* shall enter into an agreement with the *City* pursuant to Section 37 of the *Planning Act*, to secure the provision of said facilities, services and matters as set forth in this Appendix 1, in a form satisfactory to the *City's* Solicitor, with conditions providing for indexed escalation of financial contributions, no credit for development charges, indemnity, termination and unwinding, and registration and priority of the agreement.







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