

Authority: Toronto and East York Community Council Item 34.31,  
as adopted by City of Toronto Council on August 25, 26, 27 and 28, 2014

## CITY OF TORONTO

### BY-LAW No. 1063-2014

**To amend former City of Toronto Zoning By-law No. 438-86, as amended, with respect to the lands municipally known in 2013 as 5 to 25 Wellesley Street West and 14 to 26 Breadalbane Street and lands on the east side of St. Luke Lane (now collectively known in 2014 as 11 Wellesley Street West and 155 St. Luke Lane).**

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 known municipally in the year 2014 as 5 to 25 Wellesley Street West and 14 to 26 Breadalbane Street and Lands on the east side of St. Luke Lane; 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 enacts:

1. Pursuant to Section 37 of the *Planning Act*, the height and density of development permitted in 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 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* 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, 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 requirements.
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* and for clarity, except as otherwise provided herein:
  - (a) the provisions of *By-law No. 463-1998* continue to apply to all of the lands described and shown on Plan 1 attached thereto; and
  - (b) the erection or use of a *mixed-use building*, *parking garage*, and *public park* within the *site*, in accordance with provisions of this By-law, shall not prohibit the erection and use of the buildings permitted by *By-law No. 463-1998* on the remainder of the lands described and shown on Plan 1 attached thereto.

5. None of the provisions of Section 2(1) with respect to the definition of *grade*, *height*, *owner*, *parking garage* and *storey* and Sections 4(2)(a), 4(5)(b) and (h), 4(8), 4(12), 4(13)(a) and (c), 8(3) Part I 1, 2 and 3(a), 8(3) Part II 1(a)(ii), 8(3) Part III 1(a), 8(3) Part XI 2(ii) and 12(2) 132 of *By-law No. 438-86*, and none of the provisions of Section 1(1) to (19) and Section 2 of *By-law No. 463-1998*, shall apply to prevent the erection or use of a *mixed-use building*, an underground *parking garage*, and *public park* within the *site*, which *mixed-use building* may contain *dwelling units* and non-residential uses, and *accessory* uses thereto, provided that all of the provisions of this By-law are complied with.
6. The *lot* on which the uses are located shall comprise at least the *site*.
7. *Area A* shall be used only for a *public park*.
8. *Area B* shall:
  - (a) within the portion located at or above the surface grade and to a depth of approximately 1.5 metres below the surface grade, be used only for *public park*; and
  - (b) within the portion located below the portion described in paragraph (a) above, be used only for an underground *parking garage*.
9. *Area C* shall be used only for the *mixed use building*, uses *accessory* thereto and an underground *parking garage*.
10. *Area D* shall be used only for uses *accessory* to the *mixed use building* located in *Area C* and parking and loading serving adjacent properties.
11. The total combined *residential gross floor area* and *non-residential gross floor area* on the *site* shall not exceed 51,850 square metres.
12. The total *residential gross floor area* on the *site* shall not exceed 46,200 square metres.
13. The total *non-residential gross floor area* on the *site* shall not exceed 5,700 square metres.
14. Notwithstanding the definitions of *non-residential gross floor area* and *residential gross floor area* in *By-law No. 438-86*, for the purpose of the preceding Sections, the floor area attributed to a *commercial parking garage* located within the underground *parking garage* shall be excluded from the calculation of *non-residential gross floor area* and *residential gross floor area*.
15. The total number of *dwelling units* erected or used on the *site* shall not exceed 742.
16. The total number of *storeys* erected or used in the *mixed-use building* shall not exceed 60.

17. At least ten per cent (10%) of all *dwelling units* erected or used on the *site* shall have two or more bedrooms and at least seven per cent (7%) of all *dwelling units* erected or used on the *site* shall have at least three or more bedrooms with a minimum size of 80 square metres in compliance with the provisions of the Ontario Building Code.
18. A minimum of 2 square metres of indoor *residential amenity space* per *dwelling unit* shall be provided and maintained on the *site* in a multi-purpose room or rooms at least one of which contains a kitchen and a washroom.
19. A minimum amount of outdoor *residential amenity space* shall be provided and maintained on the *site* equal to the greater of 550 square metres or 0.74 square metres per *dwelling unit* in a location adjoining or directly accessible from a portion of the indoor *residential amenity space*.
20. No part of any building or structure erected on the *site* shall be located above *grade* other than within a *building envelope*, except for:
- (a) canopies, awnings and building cornices; and
  - (b) window washing equipment, lighting fixtures, ornamental elements, lightning rods, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, stairs, stair enclosures, wheel chair ramps, air intakes and vents, underground garage ramps, landscape and green roof elements, partitions dividing outdoor recreation area, wind mitigation and public art elements.
21. The *height* of each portion of a building or structure erected above *grade* within the *site*, shall in respect of each *building envelope* area, have a maximum *height* in metres as shown following the symbol H on the attached Maps 2 and 3 for the corresponding *building envelope* area.
22. The preceding section of this By-law does not apply to prevent the erection or use above the said *height* limits of:
- (a) those structural projections permitted to be outside a *building envelope* by Section 20 hereof; and
  - (b) ventilating equipment, chimney stack, exhaust flues, garbage chute overrun.
23. *Parking spaces* shall be provided and maintained on the *site* in an underground *parking garage* in accordance with the following minimum and maximum requirements:
- (a) *bachelor dwelling units* up to 45 square metres - a minimum of 0.3 *parking spaces* and a maximum of 0.4 *parking spaces* for each *bachelor dwelling unit*;
  - (b) *bachelor dwelling units* greater than 45 square metres - a minimum of 1 *parking spaces* and a maximum of 1.2 *parking spaces* for each *bachelor dwelling unit*;

- (c) one-bedroom *dwelling units* - a minimum of 0.5 *parking spaces* and a maximum of 0.7 *parking spaces* for each one-bedroom *dwelling unit*;
  - (d) two-bedroom *dwelling units* - a minimum of 0.8 *parking spaces* and a maximum of 1.2 *parking spaces* for each two-bedroom *dwelling unit*;
  - (e) three and more bedroom *dwelling units* - a minimum of 1.0 *parking spaces* and a maximum of 1.5 *parking spaces* for each *dwelling unit* containing three or more bedrooms;
  - (f) a minimum of 128 *parking spaces* shall be provided for non-residential uses on the *site*, which may be provided by a *commercial parking garage* located within the underground *parking garage*; and
  - (g) for clarity, no *parking spaces* shall be required for the visitors to *dwelling units* on the *site*.
24. Notwithstanding Sections 4(17)(a) and (e) of *By-law No. 438-86*, for the purposes of this By-law a *parking space* can have a minimum width of 2.6 metres and a minimum length of 5.2 metres if it is accessed directly from a drive aisle that has a minimum width of 7.0 metres.
25. At least one *loading space-type G*, one *loading space - type C* and one *loading space - type B* shall be provided and maintained on the *site*.
26. *Bicycle parking spaces* shall be provided and maintained on the *site* in accordance with the following minimum requirements:
- (a) for residential uses, a minimum of 1.0 *bicycle parking space* per *dwelling unit*, of which 0.9 *bicycle parking spaces* are long-term and 0.1 *bicycle parking spaces* are short term; and
  - (b) for uses listed in Section 8(1)(f)(b)(iv), (v) and (vi) of *By-law No. 438-86*, *bicycle parking spaces* shall be provided in accordance with Section 4(13) of *By-law No. 438-86*.
27. Notwithstanding any other provisions of this By-law, *Area D* may also be used for short term *bicycle parking spaces*.
28. None of the provisions of this By-law shall apply to prevent a *temporary sales office* on the *site*.
29. Within the *site*, 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.
- 30.** 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.
- 31.** For the purposes of this By-law, the following words and expressions shall have the following meaning:
- (a) "*Area A*" means the lands shown as Area "A" on Map 1 excluding lands below a depth of approximately 1.5 metres below grade;
  - (b) "*Area B*" means the lands shown as Area "B" on Map 1;
  - (c) "*Area C*" means the lands shown as Area "C" on Map 1;
  - (d) "*Area D*" means the lands shown as Area "D" on Map 1;
  - (e) "*building envelope*" means a building envelope as delineated by heavy lines on Maps 2 and 3 attached hereto;
  - (f) "*By-law No. 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto;
  - (g) "*By-law No. 463-1998*" means By-law No. 463-1998 of the former City of Toronto;
  - (h) "*City*" means the City of Toronto;
  - (i) "*grade*" means 107.25 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment);
  - (j) "*height*" means the vertical distance between *grade* and the highest point of the building or structure;
  - (k) "*owner*" means the fee simple owner(s) of the *site*;
  - (l) "*parking garage*" may also include a *commercial parking garage*;
  - (m) "*site*" means those lands delineated collectively by heavy lines on Map 1, excluding lands below *Area A*;
  - (n) "*storey*" shall be as defined by *By-law No. 438-86* except that it shall exclude a mezzanine and mechanical penthouse;
  - (o) "*temporary sales office*" means a building or structure used for the purpose of the sale of *dwelling units*; and

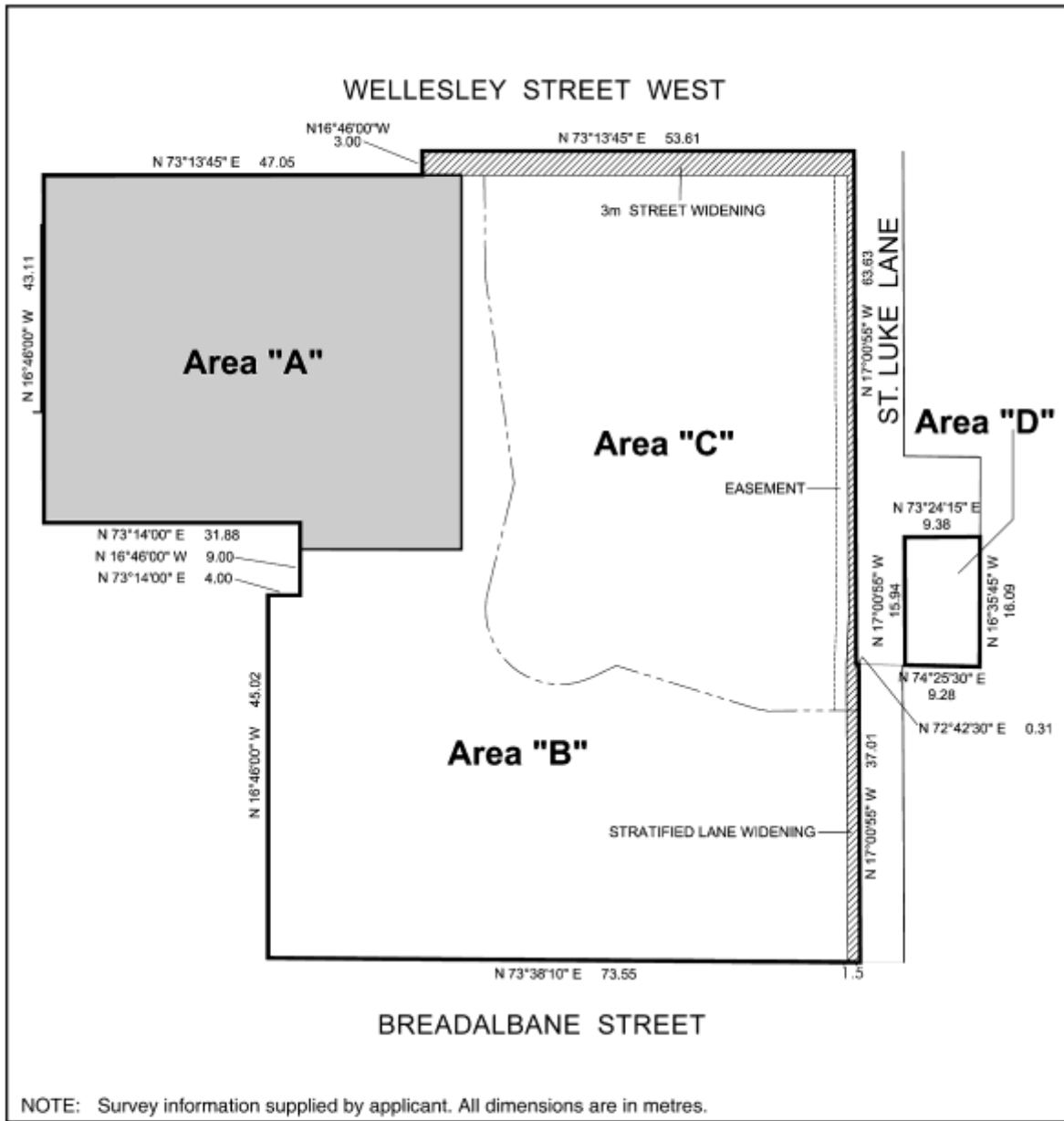
- (p) each other word or expression which is italicized in this By-law shall have the same meaning as each such word or expression as defined in *By-law No. 438-86*.

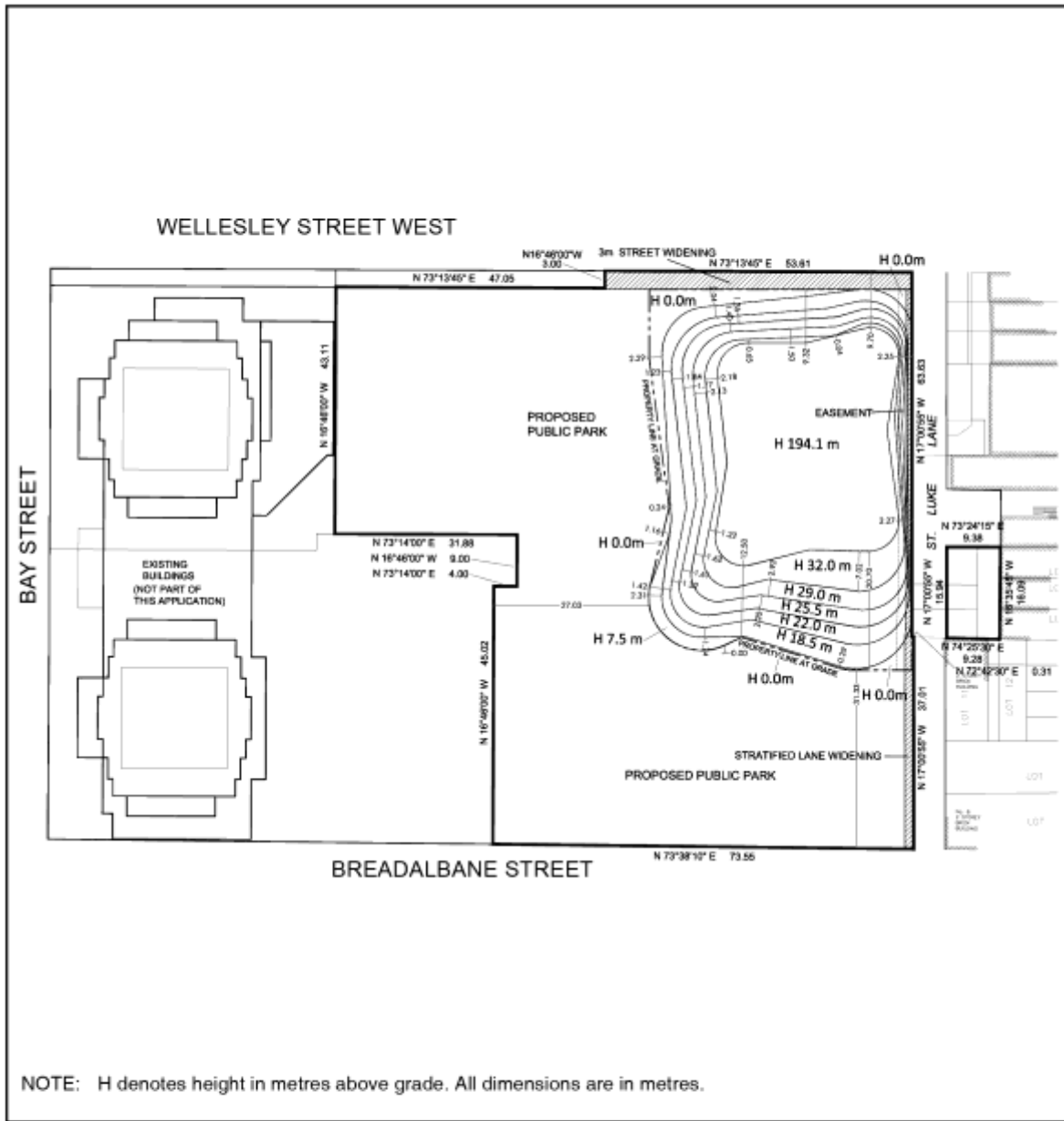
Enacted and passed on August 28, 2014.

Frances Nunziata,  
Speaker

Ulli S. Watkiss,  
City Clerk

(Seal of the City)





**Toronto** City Planning  
**Map 2**

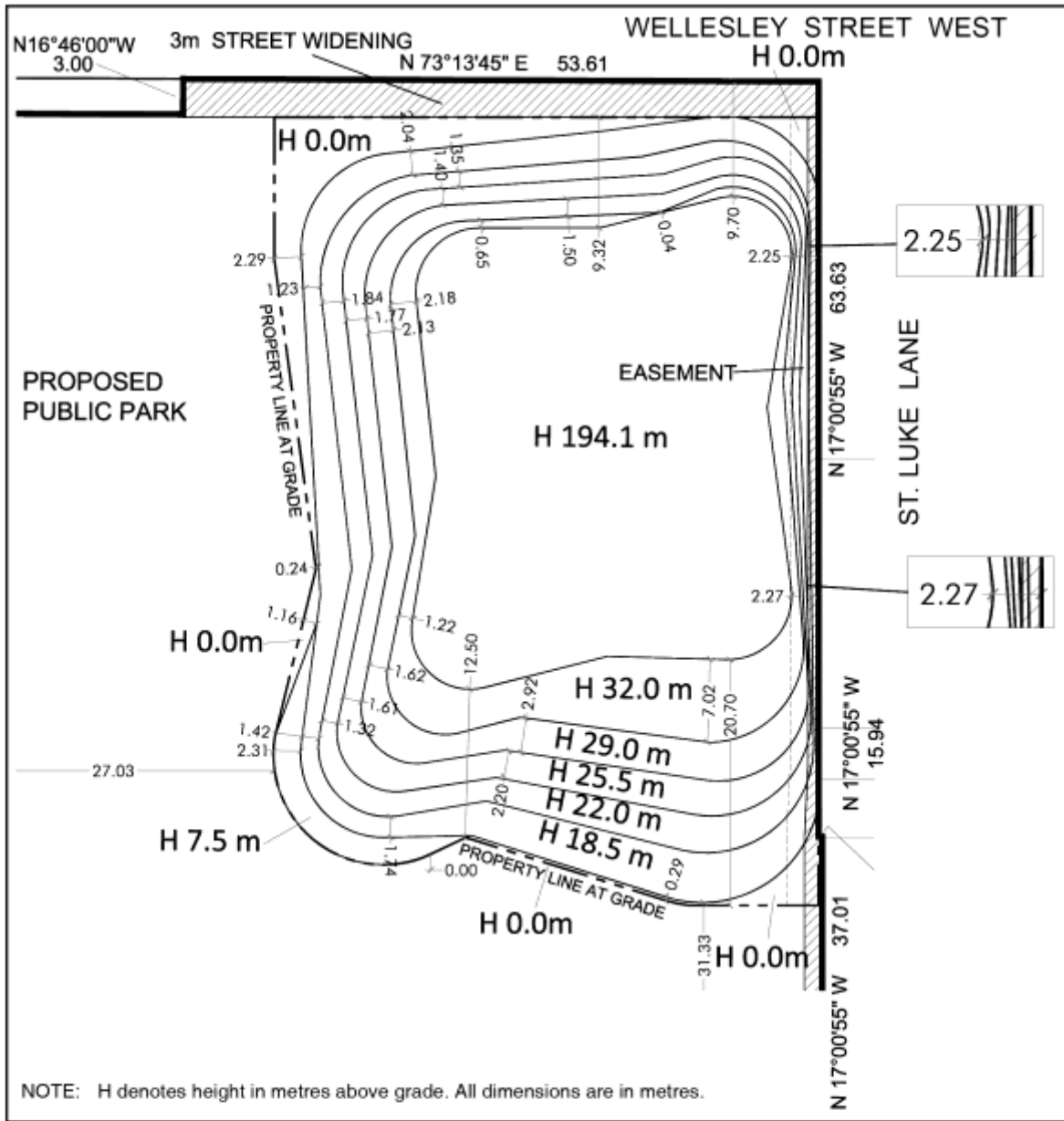
5,7,11 & 25 Wellesley St. W., 14,16,20 & 26 Breadalbane St.  
 and lands on the east side of St. Luke Lane

File # 13 138607 STE 27 02



Not to Scale  
 08/20/2014





**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 *site* 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* and the *owner* with conditions providing for indexing escalation of the financial contributions, and letters of credit, indemnity, insurance, HST, termination and unwinding, and registration and priority of agreement:

1. The provision of a \$1,000,000.00 contribution by the *owner* at the time of first above grade building permit, indexed, toward public art in accordance with the Public Art Program to be used on the site or in the adjacent parkland, in full replacement of the *owner's* public art obligations for Phases V and VI of the 1999 Section 37 Agreement.
2. Prior to the issuance of the first building permit, including shoring and excavation, the *owner* shall enter into an Agreement of Purchase and Sale, to be assigned to any successor in title, whereby it shall prior to the earlier of the completion of Base Park Improvements and December 31, 2050, convey to the *City* to the satisfaction of the City Solicitor a stratified parcel for park purposes consisting of lands of approximately 2,040 square metres to be purchased by the *City*.
3. The *owner* shall ensure that prior to the earlier of: first residential occupancy; first residential condominium registration; or a later date to the satisfaction of the General Manager, Parks, Forestry and Recreation, the *owner* of the *site* at its cost, shall convey to the *City* to the satisfaction of the City Solicitor a stratified parcel for park purposes consisting of lands of approximately 4,074 square metres to be conveyed at no cost to the *City* (which include lands currently held in escrow from the 1999 Section 37 Agreement for the block; lands the *City* is receiving in exchange for lands the *City* is giving up to facilitate the new driveway configuration; the present Section 37 contribution for 5 to 25 Wellesley Street West and 14 to 26 Breadalbane Street lands; and the lands to be dedicated for parkland purposes from 5 to 25 Wellesley Street West and 14 to 26 Breadalbane Street, and the lands at 501-521 Yonge Street and 6-8 Alexander Street and 23 Maitland Street and the lands at 957-971 Bay Street and 36 Wellesley Street West, together with lands which also allow the owner of the site at 501-521 Yonge Street and 6-8 Alexander Street and 23 Maitland Street to satisfy its obligation to pay \$500,000.00 towards parkland acquisition and for park improvements in the area). The *owner* acknowledges that, if the conveyance otherwise required to be dedicated to the *City* in connection with the development of the building at 5 to 25 Wellesley Street West and 14 to 26 Breadalbane Street pursuant to Section 42 of the *Planning Act* has not occurred prior to issuance of the first above grade building permit, the *owner* shall be required to post a Letter of Credit as security for same.
4. Provided that in the event the *owner* does not obtain the consent and agreement of the owners of the lands to the west to the proposed driveway modification and associated land exchanges, the *owner* shall not be required to convey, or arrange for the conveyance, of such lands as require that consent and agreement.

5. The above conveyances to the *City* shall be subject to a 15 metre limiting distance restriction from the face of the proposed building, without compensation to the *City*.
6. In the event the *City* obtains title to any such lands prior to the completion of the construction of the building, the *City* shall permit the *owner* to occupy the lands for construction and staging purposes at no cost, subject to the standard park occupancy permit.
7. Prior to issuance of the first above grade building permit, the *owner* shall submit an initial design and cost estimate for the Above Base Park Improvements to the General Manager, Parks Forestry and Recreation ("GMPFR"). Following submission of said design and cost estimate the *owner* shall enter into a park design consultation process to finalize the design for approval by the GMPFR. The final design shall be approved by the GMPFR within 8 months following issuance of the first above grade building permit.
8. Provided the GMPFR has approved the final design and cost estimate at least 12 months earlier, the *owner* shall construct the Above Base Park Improvements at its expense in accordance with the approved plans and specifications to the satisfaction of the GMPFR prior to the earlier of first residential occupancy and residential condominium registration or at a later date as may be approved by the GMPFR.
9. Prior to commencing construction of the above base park improvements, the *owner* shall post an irrevocable Letter of Credit in the amount of 100% of the value of the approved estimate of the Above Base Park Improvements to the satisfaction of the GMPFR, with the understanding that the cost shall not exceed the Parks and Recreation component of Development Charges payable for the site at 5-25 Wellesley Street West and 14-26 Breadalbane Street, the site at 951-971 Bay Street and 36 Wellesley Street West, and the site at 501-521 Yonge Street and 6-8 Alexander Street and 23 Maitland Street. (Upon posting such letters of credit, any LC's previously posted to secure the payment of the park component of DC's for above sites shall be returned.)
10. All conveyances to the *City*, including easements (except for the lands to be purchased) shall be for nominal consideration at the *owner's* expense and at no cost to the *City* on terms and conditions as set out in the Section 37 Agreement, including provision for: deposit of reference plans: environmental obligations including peer review; as well as insurance and indemnification, with such conveyances to be free and clear of encumbrances (with support easement for any component above the underground parking garage) to the satisfaction of the GMPFR.
11. If the consent of the abutting properties to the west of the site is obtained, the *owner* shall agree to such land exchange as is required by the Chief Planner to permit the revised driveway and loading lane and the *owner* shall pay the costs of reconstructing the driveway.
12. The *owner* shall agree to such modifications to the existing 1999 Section 37 Agreement as are determined to be appropriate by the City Solicitor, in consultation with the Chief Planner, to permit the development of the its lands to proceed in accordance with the new zoning by-law.

13. The wind mitigation measures listed in the submitted Wind Study shall be implemented to ensure that the wind effects are acceptable.
14. At least 10% of all total *dwelling units* erected or used on the lot shall have two or more bedrooms and at least 7% of the units shall have at least three or more bedrooms with a minimum size of 80 square metres in compliance with the provisions of the Ontario Building Code.
15. The *owner* shall address the comments from Engineering and Construction in their memo dated June 3, 2014 to the satisfaction of the Executive Director, Engineering and Construction Services in consultation with appropriate civic officials.
16. 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, Engineering and Construction Services, should it be determined that improvements to infrastructure are required to support the development.
17. The *owner* shall design and construct upgraded streetscape for Wellesley Street West along the frontage of the site, including the residential and park portion of the site, to include, upgraded pavement treatment and landscaping to be secured through the site plan process.
18. The *owner* shall design and construct an upgraded streetscape for St. Luke Lane from Wellesley Street West to Breadalbane Street including along the frontage of the site providing a pedestrian walkway, upgraded pavement treatment and landscaping to be secured through the site plan process.
19. The *owner* shall provide all ramp slopes in accordance with *By-law No. 438-86* and provide the transition areas at the top and bottom of the ramps leading to the individual parking levels with maximum slope of 7.5% over a minimum distance of 3 metres and where a ramp begins at or near a property line, it must have a maximum slope of 5% over a minimum distance of 6 metres.
20. The *owner* shall convey to the *City*, at nominal cost, a 3 metre wide strip along Wellesley Street West and a stratified widening along the public lane abutting the site (St. Luke Lane) ranging from 1.5 to .9 metres in width such lands to be free and clear of all physical and title encumbrances, and subject to a right-of-way for access in favour of the *owner* until such time as said lands have been laid out and dedicated for public highway purposes, all to the satisfaction to the Executive Director, Engineering and Construction Services in consultation with the City Solicitor.
21. Prior to the occupancy of the building, the *owner* shall convey to the *City* an easement(s) for 24-hour public access to the pedestrian area over the setback area along the St. Luke Lane frontage, (the "City Easements"), for nominal consideration and to the satisfaction of the City Solicitor, and shall maintain this area free and clear of encumbrances for pedestrian use, in perpetuity, and shall pay all costs associated with the preparation and registration of all necessary documents and plans, to the satisfaction of the Chief Planner and Executive Director Planning.

22. As a condition of site plan approval and prior to the issuance of any permits the *owner* shall provide a detailed construction management plan for the *site*.