

Authority: Ontario Municipal Board Decision/Order issued October 31, 2014 and January 21, 2015 in Board File No. PL140414

CITY OF TORONTO

BY-LAW No. 342-2015(OMB)

To amend former City of North York By-law No. 7625 with respect to lands municipally known as known as 125 George Henry Boulevard, 32-50, 60, 62, 65, 66, 70, 72, 76 and 80 Forest Manor Road, 85, 95, 100, 106, 110, 123, 123A, 125 and 130 Parkway Forest Drive, and 1751 and 1761 Sheppard Avenue East.

Whereas the Ontario Municipal Board, by its Decision No. 1968 issued July 11, 2006 and by its Order issued on July 15, 2008 approved By-law No. 865-2008(OMB) being an amendment to Zoning By-law No. 7625, as amended, of the former City of North York, with respect to lands municipally known as 125 George Henry Boulevard, 32-50, 60, 62, 65, 66, 70, 72, 76 and 80 Forest Manor Road, 85, 95, 100, 106, 110, 123, 123A, 125 and 130 Parkway Forest Drive and 1751 and 1761 Sheppard Avenue East; and

Whereas the City of Toronto adopted By-law No. 1645-2012 removing the "H-1" Holding Symbol; and

Whereas the City of Toronto adopted By-law No. 267-2014 to amend the preconditions for the removal of the "H-2" Holding Symbol; and

Whereas the City of Toronto adopted By-law No. 268-2014 removing the "H-2" Holding Symbol; and

Whereas the Ontario Municipal Board, by its Decision issued October 31, 2014 and by its Order issued January 21, 2015, has approved a further amendment to Zoning By-law No. 7625, as amended of the former City of North York, with respect to lands municipally known as 125 George Henry Boulevard, 32-50, 60, 62, 65, 66, 70, 72, 76 and 80 Forest Manor Road, 85, 95, 100, 106, 110, 123, 123A, 125 and 130 Parkway Forest Drive and 1751 and 1761 Sheppard Avenue East;

The Ontario Municipal Board Orders:

1. Schedules "B" and "C" of By-law No. 7625 of the former City of North York are amended in accordance with Schedule 1 attached to this By-law.
2. Section 64.20-A of By-law No. 7625 of the former City of North York is amended by replacing subsection 64.20-A RM6(168)(H-1)(H-2)(H-3)(H-4)(H-5) with the following subsection 64.20-A(232) RM6(232)(H-1)(H-2)(H-3)(H-4)(H-5):

"64.20 - A (232) RM6(232) (H-1) (H-2) (H-3) (H-4) (H-5)

DEFINITIONS

- (a) For the purpose of this exception, "apartment house dwelling" shall mean a building containing more than four (4) 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, Blocks A, B, C, D and E shall each mean those parts of the site shown and respectively identified as such on Schedules "B" and "C" of By-law No. 7625 of the former City of North York;
- (c) For the purpose of this exception, Buildings A1, A2, A3, A4, A5, A6, A7, A8, A9, B1, B2, B3, C1, C2, C3, D1, D2, D3, D4, E1, E2, E4, E5, E6 and E7 shall each mean those buildings shown and respectively identified as such on Schedules RM6(232)A, RM6(232)B, RM6(232)C, RM6(232)D and RM6(232)E to this exception;
- (d) For the purposes of the exception, "community agency space" shall mean exclusive space for the City and/or non-profit service providers to operate local community service programs such as but not limited to recreation, employment training, settlement services, and other community service programs for local residents;
- (e) For the purposes of this exception, "established grade" is defined as 177.0 metres above sea level, based on Geodetic Survey of Canada 1929 mean sea level vertical datum (pre-1978 Southern Ontario Adjustment), for Buildings A1, A2, A3, A4, A5, A6, A7, A8, A9, B1, B2, B3, C1, C2, C3, E1, E2, E4, E5, E6 and E7, 180.0 metres above sea level for Buildings D1 and D3 and 182.35 metres above sea level for Buildings D2 and D4;
- (f) For the purposes of this exception "existing rental dwelling units" means the one thousand, two hundred and twenty-one (1221) rental dwelling units that existed as of July 16, 2007 and located in Buildings A9, D3, E4, E5 and E6, having a combined gross floor area on July 16, 2007 of 122,814 square metres, with the number of dwelling units and gross floor area by each existing rental building being, on July 16, 2007, as follows:

| Building | Existing No. of Dwelling Units | Existing Gross Floor Area (square metres) |
|----------|--------------------------------|--|
| A9 | 286 | 27,684 square metres |
| D3 | 287 | 27,963 square metres |
| E4 | 216 | 22,389 square metres |
| E5 | 216 | 22,389 square metres |
| E6 | 216 | 22,389 square metres |
| Total | 1,221 | 122,814 square metres |

- (g) For the purpose of this exception, "gross floor area" shall mean the total area of all of the floors in a building above or below grade measured from the outside of the exterior walls but excluding the following:
- (i) any underground space used for loading, servicing and motor vehicle access and parking and, in the case of Buildings B1, B2, B3, C1, C2, C3, D2 and D4, in addition to the foregoing any underground space used for bicycle parking shall also be excluded;

- (ii) the floor area of unenclosed balconies;
 - (iii) indoor private recreational amenity area with a minimum of 1.5 square metres per dwelling unit and a maximum of 3.0 square metres per dwelling unit, excluding rental replacement dwelling units;
 - (iv) the floor area used for a direct underground pedestrian connection to a transit terminal not exceeding a maximum of 200 square metres; and
 - (v) the floor area used for community agency space;
- (h) For the purposes of this exception "rental replacement dwelling units" means the three hundred and thirty two (332) units proposed to be constructed, pursuant to the provisions of this exception, within Buildings A2, D1, E1, E2 and E7;
- (i) For the purposes of this exception, "site" means the lands as shown in Schedules RM6(232)A, RM6(232)B, RM6(232)C, RM6(232)D and RM6(232)E to this exception;
- (j) For the purposes of this exception, "type-C loading space" means a loading space that is a minimum of 3.5 metres wide, 6.0 metres long and has a minimum vertical clearance of 3.0 metres;
- (k) For the purposes of this exception, "type-G loading space" means a loading space that is a minimum of 4.0 metres wide, 13.0 metres long and has a minimum vertical clearance of 6.1 metres;
- (l) For the purposes of this exception, "underground" is defined as below established grade;

PERMITTED USES

- (m) The only permitted uses on Block A shall be:
- (i) apartment house dwellings and uses accessory thereto, including private recreational amenity areas;
 - (ii) community agency space and uses accessory thereto;
 - (iii) multiple attached dwellings;
 - (iv) retail stores, personal service shops, business and professional offices, professional medical offices, restaurants, financial institutions, dry-cleaning and laundry collecting establishments; and
 - (v) a temporary rental office and temporary sales office;

- (n) The only permitted uses on Block B shall be:
 - (i) apartment house dwellings and uses accessory thereto, including private recreational amenity areas;
 - (ii) retail stores, personal service shops, business and professional offices, professional medical offices, restaurants, financial institutions, dry-cleaning and laundry collecting establishments; and
 - (iii) a temporary rental office and temporary sales office;
- (o) The only permitted uses on Block C shall be:
 - (i) apartment house dwellings and uses accessory thereto, including private recreational amenity areas;
 - (ii) retail stores, personal service shops, business and professional offices, professional medical offices, restaurants, financial institutions, dry-cleaning and laundry collecting establishments; and
 - (iii) a temporary rental office and temporary sales office;
- (p) The only permitted uses on Block D shall be:
 - (i) apartment house dwellings and uses accessory thereto, including private recreational amenity areas;
 - (ii) community agency space and uses accessory thereto; and
 - (iii) multiple attached dwellings;
- (q) The only permitted uses on Block E shall be:
 - (i) apartment house dwellings and uses accessory thereto, including private recreational amenity areas; and
 - (ii) multiple attached dwellings;
- (r) Use Qualifications:
 - (i) outdoor private recreational amenity areas may be located on rooftop terraces;
 - (ii) all permitted commercial uses shall be located at or below established grade; and
 - (iii) no regulations shall apply to a temporary rental office and temporary sales office permitted by subsection (m)(v), (n)(iii) and (o)(iii) above;

EXCEPTION REGULATIONS**MAXIMUM DEVELOPMENT**

- (s) The maximum number of dwelling units and the maximum residential gross floor area for each of Blocks A, B, C, D and E, shall be as set out in the following table:

| Block | Maximum No. of Dwelling Units Permitted | Maximum Gross Floor Area (square metres) Permitted |
|-------|---|--|
| A | 1,460 | 146,614 square metres |
| B | 825 | 53,653 square metres |
| C | 668 | 36,659 square metres |
| D | 559 | 53,080 square metres |
| E | 832 | 87,425 square metres |
| Total | 4,344 | 377,431 square metres |

- (t) The maximum permitted commercial gross floor area on Block A shall be 2,143 square metres and the maximum permitted aggregated commercial floor area on Blocks B and C shall be 4,000 square metres;
- (u) The minimum combined gross floor area of community agency space on Blocks A and D shall be 804 square metres;
- (v) A minimum of 16 three-bedroom units shall be provided on Block C;
- (w) Notwithstanding section (s) above:
- (i) increases up to 10% of the maximum number of dwelling units, as permitted within each block by the table in section (s), are allowed provided the total number of dwelling units on all of Blocks A, B, C, D and E combined does not exceed 4,344 dwelling units; and
 - (ii) increases up to 10% of the maximum gross floor area, as permitted within each block by the table in section (s), are allowed provided the total gross floor area on all of Blocks A, B, C, D and E combined does not exceed 377,431 square metres of gross floor area;

LANDSCAPING

- (x) The provisions of Section 15.8 (landscaping) shall not apply;

LOT AREA

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

LOT COVERAGE

- (z) The provisions of Sections 16.2.2 and 20-A.2.2 (lot coverage) shall not apply;

FRONTAGE

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

FLOOR AREA

- (bb) The provision of Section 16.2.5 (floor area) shall not apply;

RECREATIONAL AMENITY AREA

- (cc) With the exception of the existing rental dwelling units and the rental replacement dwelling units, a minimum of 1.5 square metres of indoor private recreational area shall be provided per apartment house dwelling unit, and such area up to a maximum of 3.0 square metres per apartment house dwelling unit may be exempted from the calculation of gross floor area; and
- (dd) A minimum of 1.5 square metres of outdoor private recreational amenity area per dwelling unit shall be provided;

YARD SETBACKS

- (ee) The minimum yard setbacks for all buildings and structures above established grade shall be as set out on Schedules RM6(232)A, RM6(232)B, RM6(232)C, RM6(232)D and RM6(232)E; and
- (ff) The minimum yard setbacks for underground parking structures shall be 0 metres with the exception of the setback from the Don Mills Road property line which shall be a minimum of 4.0 metres;

PERMITTED PROJECTIONS

- (gg) Exterior stairways, roof overhangs, including a roof structure over the loading space in the east yard setback of Building D2, cornices, canopies, wheelchair ramps, open balconies, bay windows, pilasters and sills, and porches and decks, either excavated or unexcavated, shall be permitted to project into the minimum yard setbacks and/or beyond the maximum building envelopes;

In addition to the foregoing, covered or uncovered exterior stairways and walkways, above grade parking ramps, canopies, pergolas, or other landscape features shall also be permitted to project into the minimum yard setbacks and/or beyond the maximum building envelopes for Buildings B1, B2, B3, C1, C2, C3, D2 and D4;

DISTANCE BETWEEN BUILDINGS

- (hh) The provisions of Section 20-A.2.4.1 shall not apply; and

- (ii) The provisions of Section 16.3.2 shall not apply;

HEIGHT

- (jj) The maximum height of any portion of a building or structure shall be as follows:
- (i) the maximum number of storeys for each portion of a building or structure shall not exceed that shown for that portion of the building on Schedules RM6(232)A, RM6(232)B, RM6(232)C, RM6(232)D and RM6(232)E;
 - (ii) the maximum height of each portion of a building or structure shall not exceed the height in metres shown for that portion of the building on Schedules RM6(232)A, RM6(232)B, RM6(232)C, RM6(232)D and RM6(232)E; and
 - (iii) 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, for the purposes of subsection (i) hereof; and
 - b) shall not be included in the calculating the height of each portion of a building or structure for the purposes of subsection (ii) hereof;

BUILDING ENVELOPES

- (kk) Notwithstanding the maximum building envelopes of the apartment house dwellings as set out on Schedules RM6(232)A and RM6(232)D, the uppermost three floors of Buildings A1 and D2 shall not exceed a gross floor area of 850 square metres per floor;

RESIDENTIAL PARKING

- (ll) Notwithstanding Section 6A(2), the following parking rates shall apply to Buildings A1, A3, A4, A5, A6, A7 and A8;
- (i) a minimum of 1.15 parking spaces per apartment house dwelling unit and multiple attached dwelling unit, of which 0.15 parking spaces per apartment house dwelling unit and multiple attached dwelling unit shall be for the use of visitors; and
 - (ii) a maximum of 1.4 parking spaces per apartment house dwelling unit and multiple attached dwelling unit, of which 0.2 parking spaces per apartment house dwelling unit and multiple attached dwelling unit shall be for the use of visitors;
- (mm) Notwithstanding Section 6A(2), the following parking rates shall apply to Buildings A2, A9, D1, D3, E1, E4, E5, E6 and E7:

- (i) a minimum of 0.85 parking spaces per existing rental dwelling unit and rental replacement dwelling unit, of which 0.15 parking spaces per unit shall be for the use of visitors; and
- (ii) a maximum of 1.2 parking spaces per existing rental dwelling unit and rental replacement dwelling unit, of which 0.2 parking spaces per unit shall be for the use of visitors;
- (nn) Notwithstanding Section 6A(2), the following parking rates shall apply to Buildings D2, D4 and E2:
 - (i) a minimum of 0.73 parking spaces per unit, of which 0.15 parking spaces per unit shall be for the use of visitors;
- (oo) Notwithstanding Section 6A(2), the following parking rates shall apply to Buildings B1, B2, B3, C1, C2 and C3:

Minimum

- | | | |
|-------|--|--------------------------|
| (i) | Bachelor Units (up to 45 square metres): | 0.7 spaces per unit; |
| (ii) | Bachelor Units (more than 45 square metres): | 1.0 spaces per unit; |
| (iii) | 1-Bedroom Units: | 0.8 spaces per unit; |
| (iv) | 2-Bedroom Units: | 0.9 spaces per unit; |
| (v) | 3+Bedroom Units: | 1.1 spaces per unit; and |
| (vi) | Visitor Spaces: | 0.15 spaces per unit; |

Maximum

- | | | |
|-------|--|--------------------------|
| (i) | Bachelor Units (up to 45 square metres): | 1.0 spaces per unit; |
| (ii) | Bachelor Units (more than 45 square metres): | 1.3 spaces per unit; |
| (iii) | 1-Bedroom Units: | 1.2 spaces per unit; |
| (iv) | 2-Bedroom Units: | 1.3 spaces per unit; and |
| (v) | 3+Bedroom Units: | 1.6 spaces per unit; |

NON-RESIDENTIAL PARKING

- (pp) Parking for the uses under section (m)(iv), (n)(ii) and (o)(ii) of this exception shall be provided at a minimum rate of 1.0 parking spaces per 56 square metres of gross floor area, of which, up to 50 percent of the required parking spaces may be shared with the required visitor parking spaces for dwelling units; and
- (qq) Parking for community agency space shall be provided at a minimum rate of 1.0 parking spaces per 90 square metres of gross floor area, of which, up to 50 percent of the required parking spaces may be shared with the required visitor parking spaces for dwelling units;

PARKING SPACE DIMENSIONS

(rr) Notwithstanding Section 6A(3) (Size of Parking Space), the following parking space dimensions shall apply:

(i) subject to subsections (ii), (iii) and (iv) below, the minimum dimensions of a parking space with a minimum aisle width of 6.0 metres shall be:

- a) length 5.6 metres;
- b) height 2.0 metres; and
- c) width 2.6 metres;

except that the minimum required width of a parking space shall be increased by 0.3 metres for each side of the parking space which is obstructed in accordance with subsection (iii) below:

(ii) for a parking space accessed by a one-way or two-way drive aisle having a minimum width of less than 6.0 metres, the minimum dimensions of a parking space shall be:

- a) length 5.6 metres;
- b) height 2.0 metres; and
- c) width 3.0 metres;

except that the minimum required width of a parking space shall be increased by 0.3 metres when both sides of the parking space are obstructed in accordance with subsection (iii) below:

(iii) for the purposes of this exception, the side of a parking space is obstructed when any part of a fixed object such as, but limited to, a wall, column, bollard, fence or pipe is situated:

- a) within 0.3 metres of the side of the parking space, measured at right angles; and
- b) more than 1.0 metres from the front or rear of the parking space;

(iv) the minimum dimensions for a parallel parking space shall be:

- a) length 6.7 metres;
- b) height 2.0 metres; and
- c) width 2.6 metres;

except that the minimum required width of a parking space shall be increased by 0.3 metres when one side of the parking space is obstructed in accordance with subsection (iii) above;

PARKING SPACE LOCATION

- (ss) The provisions of Section 6A(4)(a) (Location of Parking Spaces) shall not apply to the lands as shown on Schedule RM6(232)A;

LOADING SPACES

- (tt) The loading space requirements shall be as follows:
- (i) a minimum of one type-G loading space and one type-C loading space shall be provided for on Block B for Buildings B1, B2 and B3;
 - (ii) a minimum of one type-G loading space and one type-C loading space shall be provided for on Block C for Buildings C1, C2 and C3;
 - (iii) a minimum of one type-G loading space shall be provided for on Block D for Buildings D2 and D4; and
 - (iv) Section 6A(16)(a)(iv) and 6A(16)(c)(i) for loading shall not apply to the rental replacement dwelling units;

DIVISION OF LANDS

- (uu) Notwithstanding any severance or division of the site, the regulations of this exception shall continue to apply to the whole of the site as if no severance or division had occurred;

LOTS REDUCED BY ROAD CONSTRUCTION

- (vv) Notwithstanding Section 6(6)(Lots Reduced by Road Construction), where for the purpose of a road widening a municipal government acquires part of a lot, the remaining portion of the lot and any building to be erected on it shall be deemed to comply with the provisions of this exception respecting minimum yard setbacks;

OTHER

- (ww) No person shall use any land or erect or use any building or structure within the site unless all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational to the lot line;

HOLDING PROVISIONS

- (xx) Notwithstanding the "Permitted Uses" for each of Blocks A, B, C and D of as set out in paragraphs (m) through (r) of this exception, the site shall be subject to the following phasing restrictions:

While (for clarity, meaning "at such time as") Blocks A, B, C and D are subject to the holding symbols as set out in Schedules "B" and "C" of By-law No. 7625 of

the former City of North York, the following development restrictions shall apply:

- (i) during such time as Schedules "B" and "C" designate Blocks A, B, C and D as being subject to all of the "H-1", "H-2", "H-3", "H-4" and "H-5" holding symbols, no person shall construct or use more than 466 new dwelling units within the site, and such dwelling units may be constructed only within Block A;
 - (ii) in the event Schedules "B" and "C" have been amended to remove the "H-1" holding symbol designation from Blocks A, B, C and D, leaving only the "H-2", "H-3", "H-4" and "H-5" holding symbols, no person shall construct or use more than 868 new dwelling units within the site, and such dwelling units may be constructed only within Block A;
 - (iii) in the event Schedules "B" and "C" have been amended to remove the "H-1" and "H-2" holding symbol designations from Blocks A, B, C and D, leaving only the "H-3", "H-4" and "H-5" holding symbols, no person shall construct or use more than 1,669 new dwelling units within the site, and such dwelling units may be constructed within Blocks A, B, D and E, of which at least 1210 new dwelling units shall be constructed within Block A;
 - (iv) in the event Schedules "B" and "C" have been amended to remove the "H-1", "H-2" and "H-3" holding symbol designations from Blocks A, B, C and D, leaving only the "H-4" and "H-5" holding symbols, no person shall construct or use more than 2,174 new dwelling units within the site, and such dwelling units may be constructed within Blocks A, B, D and E, of which at least 1210 new dwelling units shall be constructed within Block A;
 - (v) in the event Schedules "B" and "C" have been amended to remove the "H-1", "H-2" "H-3" and "H-4" holding symbol designations from Blocks A, B, C and D, leaving only the "H-5" holding symbol, no person shall construct or use more than 2,589 new dwelling units within the site, and such dwelling units may be constructed within Blocks A, B, C, D and E, of which at least 1210 new dwelling units shall be constructed within Block A; and
 - (vi) in the event Schedules "B" and "C" has been amended to remove the "H-1", "H-2" "H-3", "H-4" and "H-5" holding symbol designations from Blocks A, B, C and D, the maximum number of units and gross floor area is permitted as set out in clause(s);
- (yy) Notwithstanding the restrictions on the number of dwelling units contained in the foregoing section (xx), the aforementioned holding symbols shall not preclude the site from also being used for:
- (i) the site from being used for the existing rental dwelling units;

- (ii) the site from being used for the rental replacement dwelling units; and
- (iii) increases up to 10% of the maximum number of dwelling units in accordance with clause (w)(i), over and above the maximum number of new dwelling units contained in clause (ww);

CRITERIA FOR REMOVAL OF HOLDING PROVISIONS

- (zz) The following are the criteria to be fulfilled for the removal of each of the "H-1", "H-2", "H-3", "H-4" and "H-5" holding symbols from Schedules "B" and "C" of By-law No. 7625 of the former City of North York:
- (i) as a pre-condition to the removal of the "H-1" holding symbol all of the following conditions must be met:
 - a) the design and tendering of the community centre/child care centre on the City-owned lands on Parkway Forest Park must be at a stage to permit issuance of a building permit for the community centre/child care facility;
 - b) the design and tendering of the outdoor swimming pool and accessory building on the City-owned lands on Parkway Forest Park must be at a stage to permit issuance of a building permit for the outdoor swimming pool and accessory building;
 - c) the design of the parkland enhancements on the City-owned lands on Parkway Forest Park must be finalized; and
 - d) the owner of the site must have submitted a Traffic Management Plan satisfactory to the Director, Transportation Services, North York District, which reviews traffic conditions at that time to ensure traffic infiltration in the Parkway Forest and Henry Farm Community is adequately controlled and which includes recommendations to be implemented by the owner of the site for traffic calming and streetscape improvements;
 - (ii) as a pre-condition to the removal of the "H-2" holding symbol the owner must have posted financial security to implement the recommendations of the Traffic Management Plan and construct the new public road and the signalized intersection at Don Mills Road;
 - (iii) as a pre-condition to the removal of the "H-3" holding symbol the owner must have completed the community centre/child care facility;
 - (iv) as a pre-condition to the removal of the "H-4" holding symbol all of the following conditions must be met:
 - a) the owner must have completed the outdoor swimming pool and accessory building and parkland enhancements on the City owned

lands on Parkway Forest Park to the satisfaction of the General Manager, Parks, Forestry & Recreation;

- b) the owner must satisfy the parkland dedication requirements to the satisfaction of the General Manager, Parks, Forestry & Recreation; and
 - c) the owner of the site must have submitted a Traffic Impact Analysis satisfactory to the Director, Transportation Services, North York District, to determine if deemed required by the Director, Transportation Services, North York District, the timing of the westbound Sheppard Avenue to southbound Don Mills Road double left turning lane construction as well as, any other improvements which might be identified at this stage;
- (v) as a pre-condition to the removal of the "H-5" holding symbol, both of the following conditions must be met:
- a) the owner must have either constructed or posted financial security for, if deemed required by the Director, Transportation Services, North York District, the westbound Sheppard Avenue to southbound Don Mills double left turning lane; and
 - b) the owner must have submitted a Transportation Impact Study to the satisfaction of the Director, Transportation Services, North York District, to demonstrate that there is sufficient transportation capacity available to accommodate additional site generated traffic or measures that can be undertaken to accommodate additional traffic;

SECTION 37 AGREEMENTS

- (aaa) Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this exception are permitted subject to compliance with the conditions set out in this exception and in return for the provision by the owner of the site of the facilities, services and matters set out in this clause (aaa), the provisions of which shall be secured by an agreement or agreements pursuant to Subsection 37(3) of the *Planning Act* and in a form satisfactory to the City with conditions providing for indexed escalation of financial contributions (where specified), no credit for development charges(except where specified), indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement. 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 herein, the site is subject to the provisions of this exception, 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. The owner of the site, 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/or matters on terms satisfactory to the City of Toronto, in order to permit the increase in gross floor area and height authorized under this exception regulation, including the following:

- (i) provisions to permit the phased construction of rental replacement units including:
 - a) the construction of 253 of the proposed total 332 rental replacement units in Phase 1A and 1B; and
 - b) the construction of the remaining 79 of the proposed total 332 rental replacement units in Phase 3B;
- (ii) provisions for Technical Services requirements;
- (iii) provisions for Ministry of Transportation requirements;
- (iv) provisions for the replacement of builder's chain link fence on the west side of Don Mills Road between Havenbrook and George Henry Boulevards;
- (v) provisions for the delivery of public facilities whereby the owner agrees to design, construct and provide, at its own costs, a community centre, an outdoor pool facility, community agency space and a park facility, with associated parking, access, drop-off zones, loading/receiving areas, including:
 - a) a community centre having at least 4,500 square metres of gross floor area, of which, approximately 3,662 square metres, shall be for community recreation space and the remainder of the interior gross floor area, being approximately 838 square metres, shall be for a 82-space child care centre;
 - b) an outdoor pool facility comprising a fully functional City-operated outdoor swimming pool, a pool deck, and a pool building, to provide indoor support space for the pool, having at least 525 square metres of gross floor area; and
 - c) two (2) fully finished community agency spaces for community use having a lease with an initial term of 25 years, and shall, be renewed for additional terms of 25 years, 25 years and 24 years, respectively, for an aggregate of no greater than 99 years;
- (vi) provisions for a design process and requirements for public facilities;
- (vii) provisions for monetary contributions by the owner to the child care centre as follows:

- a) \$170,000.00 for equipment;
 - b) \$150,000.00 to a capital reserve equipment fund together with any increases to reflect increases in the Non-Residential Construction Output Price Index from March 29, 2006, to provide for the replacement of equipment; and
 - c) \$10,000.00 for moving costs together with any increases to reflect increases in the Non-Residential Construction Output Price Index from March 29, 2006;
- (viii) provisions for the owner to provide a public art contribution in accordance with the City of Toronto's Public Art program for a value not less than 1 percent of the gross construction cost of all new buildings and structures on the Block A lands;
- (ix) provisions for traffic management whereby the owner agrees to prepare and submit to the City, prior to the issuance of a building permit for the construction of the second condominium building to be constructed within the site, a traffic management plan that addresses issues related to traffic infiltration, traffic calming, pedestrian safety and streetscape improvements;
- (x) provisions for traffic impact studies and associated road improvements whereby the owner agrees to undertake traffic impact studies associated with the release of the holding provision (H-symbol), and implement, at no cost to the City, any road improvements that may be identified through the traffic impact studies as a pre-condition to the removal of the holding provision (H-symbol) for Phase 5C;
- (xi) provisions for additional westbound left turn lane and associated median and/or streetscape improvements at the intersection of Don Mills Road and Sheppard Avenue;
- (xii) provisions for additional traffic studies whereby the owner agrees, as a condition to the removal of the holding provision (H-symbol) for Phase 5C, to undertake additional traffic impact studies associated with the release of the holding provision (H-symbol) and will identify whether sufficient road capacity is available to accommodate Phase 5C of the site, prior to the release of the holding provision (H-symbol) for Phase 5C;
- (xiii) provisions for traffic monitoring whereby the owner agrees to contribute \$20,000.00 to pay for the traffic monitoring equipment costs prior to or upon execution of the Section 37 Agreement;
- (xiv) provisions for transit improvements and transit-related matters, including the owner agreeing to:
- a) provide a direct pedestrian linkage between the site and the TTC

entrance to Don Mills Station on the south side of Sheppard Avenue at Don Mills Road, at no cost to the TTC;

- b) contribute \$250,000.00 to pay for the road transit improvement equipment costs to the TTC related to Don Mills Road transit improvements and a Don Mills Road bus right-of-way; and
 - c) ensure that a road widening for a bus right-of-way and building setback 4.0 metres from Don Mills Road;
- (xv) provisions for land conveyances whereby the owner agrees to convey to the City for nominal consideration, lands for a new road, road widenings and park, with remediation of these lands;
- (xvi) provision whereby the owner agrees to apply for approval of a plan of subdivision and enter into a Subdivision Agreement with the City prior to the issuance of the first building permit for Phase 3A (the second condominium building);
- (xvii) provision respecting development charge credits whereby the City agrees that the owner is entitled to a development charge credit in the amount of \$1.7 million, of the Parks and Recreation component of development charges, for the public facilities;
- (xviii) provisions whereby the owner agrees to enter into an agreement with the Toronto District School Board to secure the payment of \$500 per approved additional unit for the first 2,200 additional units to be paid at the time of individual building permit issuance for the additional units;
- (xix) provisions to permit the site which is currently developed with 1,553 existing rental dwelling units in 5 (five), 17-storey apartment buildings, 2 (two) 6-storey apartment buildings and 114 townhouse units] to be redeveloped in one or more phases, with the demolition of two (2), 6-storey apartment buildings containing 218 units and the demolition of 114 townhouse units for a total of 332 units, and requiring part of the redevelopment to comprise the rental replacement buildings;
- (xx) provisions whereby the owner agrees that rental dwelling units will be maintained during the rental replacement period;
- (xxi) Provisions whereby the owner agrees:
- a) that not less than 332 replacement rental units are to be built and maintained on the site, of which at least 119 shall comprise new affordable rental replacement units with the remaining replacement rental units comprising new mid-range rental replacement units; and
 - b) to provide the 119 new affordable rental replacement units, with a

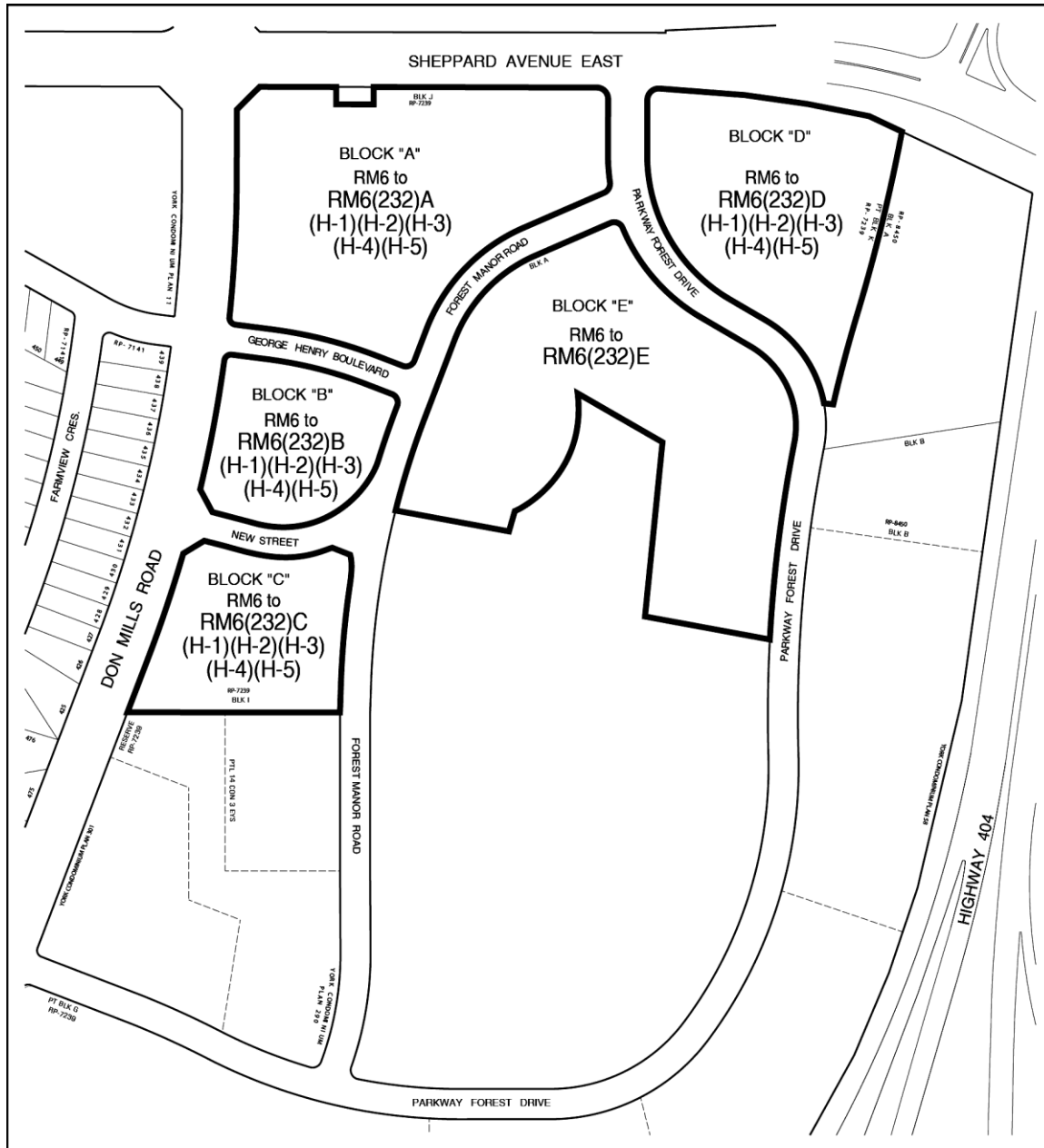
right to occupy rental replacement units including a process by which a new tenant exercises the right to return to a rental replacement unit;

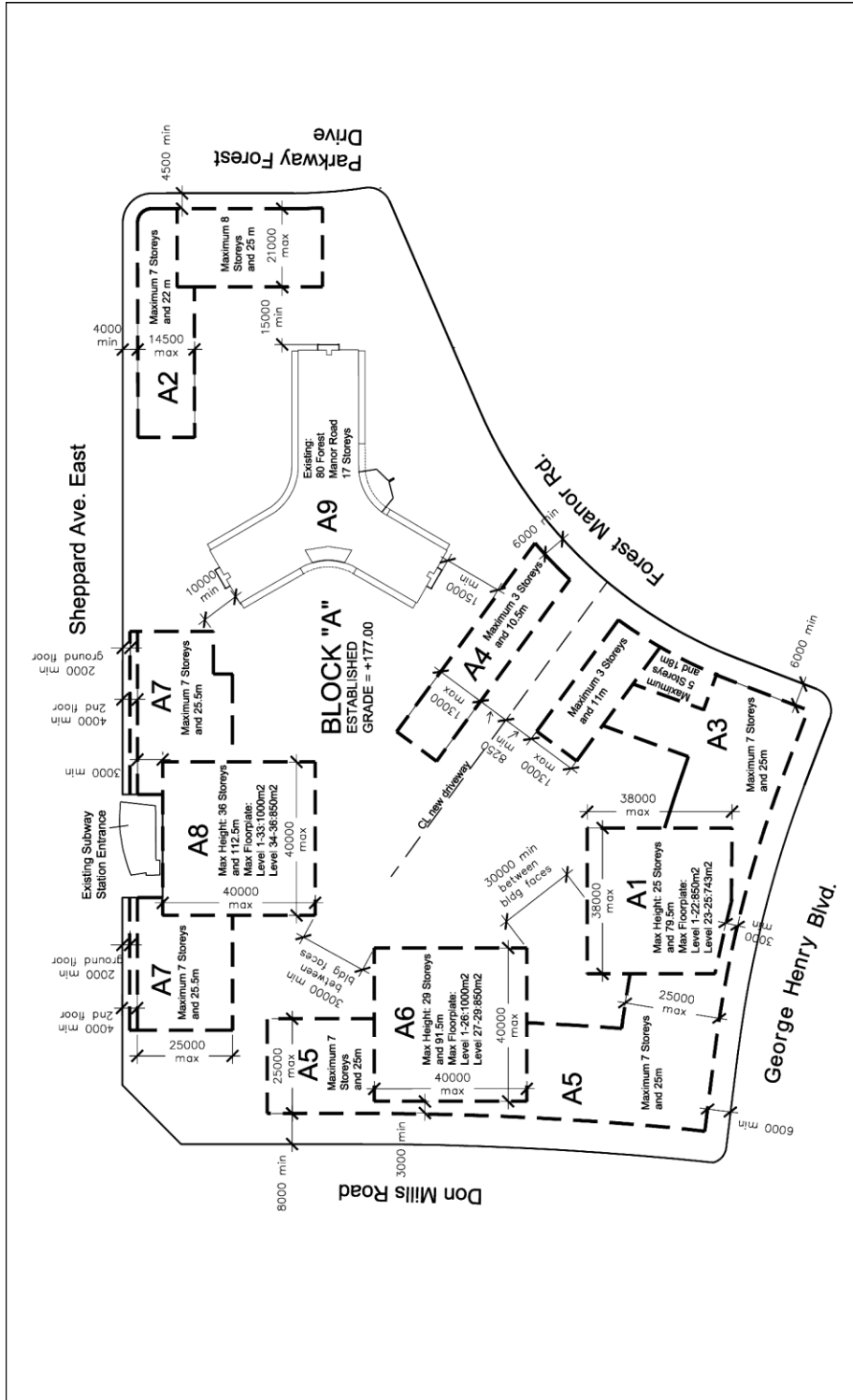
- (xxii) provisions for additional benefits to eligible tenants;
- (xxiii) provisions whereby the owner agrees to maintain the 1221 remaining rental dwelling units as rental housing for a minimum period of twenty-five (25) years and agrees that no application will be made for a demolition permit or for purposes of condominium registration, pursuant to the *Condominium Act, 1998*, for these units during the twenty-five (25) year period;
- (xxiv) provisions whereby the owner agrees to restrictions on the application to the Ontario Rental Housing Tribunal for any above-Guideline rent increases for the rental replacement units;
- (xxv) provisions whereby the owner agrees to submit a plan for improvements to remaining apartment buildings prior to site plan approval for any phase containing any rental replacement unit;
- (xxvi) provisions whereby the owner agrees to develop and implement a construction mitigation and tenant communication strategy satisfactory to the Chief Planner;
- (xxvii) provision for a special rent supplement contribution whereby the owner agrees to contribute \$1,000,000.00 to the City to enable the City to provide rental assistance to facilitate the provision of affordable housing for eligible households residing at the remaining apartment buildings;
- (xxviii) prior to the issuance of the first above grade building permit on Block B, provision of a cash contribution of \$500,000.00 to be used towards parks improvements to Parkway Forest Park;
- (xxix) prior to the issuance of the first above grade building permit on Block B, provision of a cash contribution of \$30,000.00 to assess the transportation effects of full build-out of the development for additional traffic monitoring in the area surrounding the development which will include all modes of transportation - vehicle, walking, cycling and transit; and
- (xxx) the Owner shall construct and maintain the development in accordance with the Tier 1 performance measure of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009;

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."

3. Section 64.20-A of By-law No. 7625 of the former City of North York is amended by deleting Schedules RM6(168)A, RM6(168)B, RM6(168)C, RM6(168)D and RM6(168)E and adding schedules RM6(232)A, RM6(232)B, RM6(232)C, RM6(232)D and RM6(232)E attached to this By-law.

PURSUANT TO THE DECISION OF THE ONTARIO MUNICIPAL BOARD ISSUED OCTOBER 31, 2014 AND ORDER ISSUED JANUARY 21, 2015 IN BOARD FILE NO. PL140414.





City Planning

Schedule RM6(232)A

Prepared from block plan submitted by applicant Oct. 10, 2014

File # 13 267996 NWY 33 0Z

Date: 10/24/2014
Approved by: S.F.

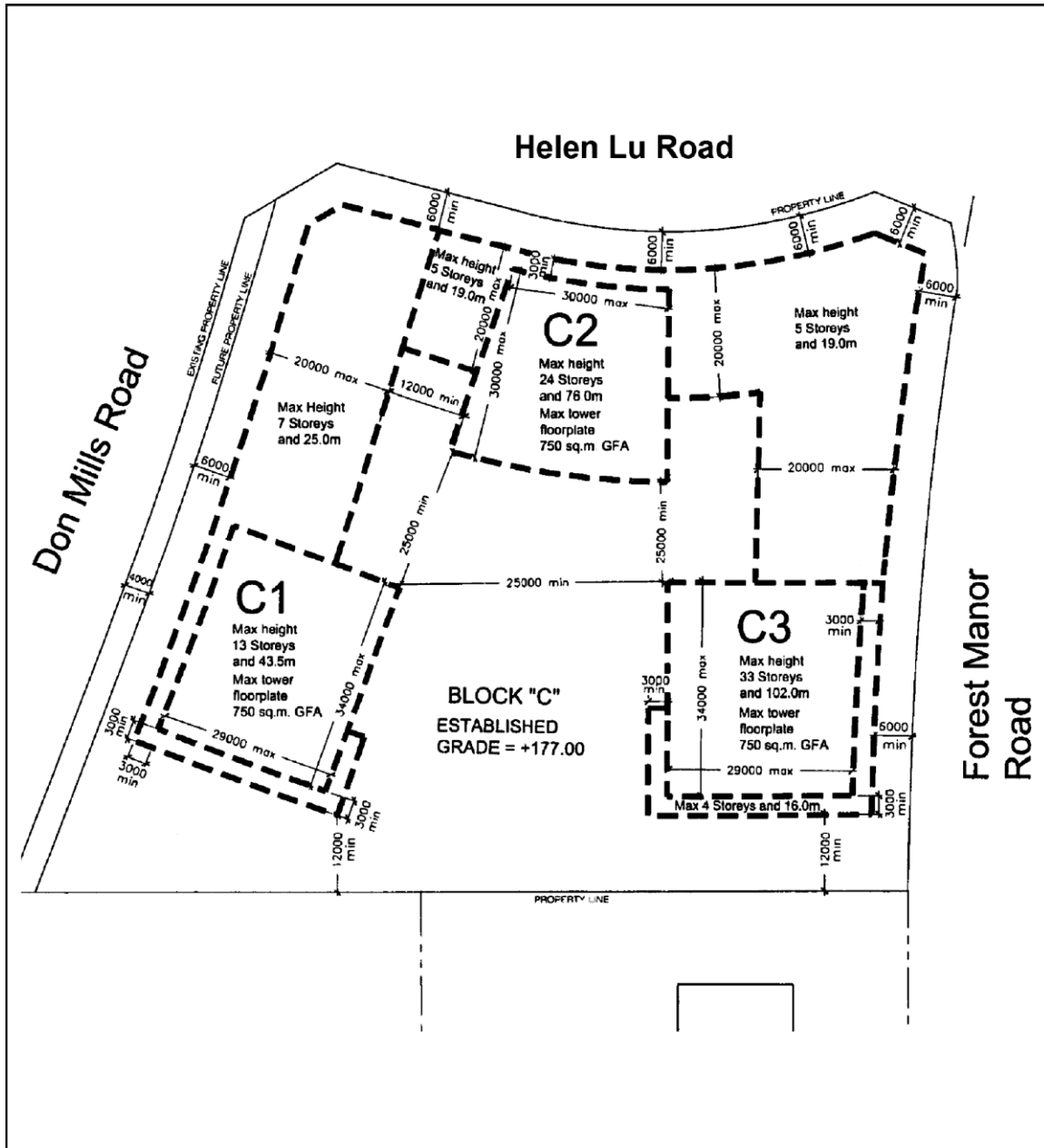
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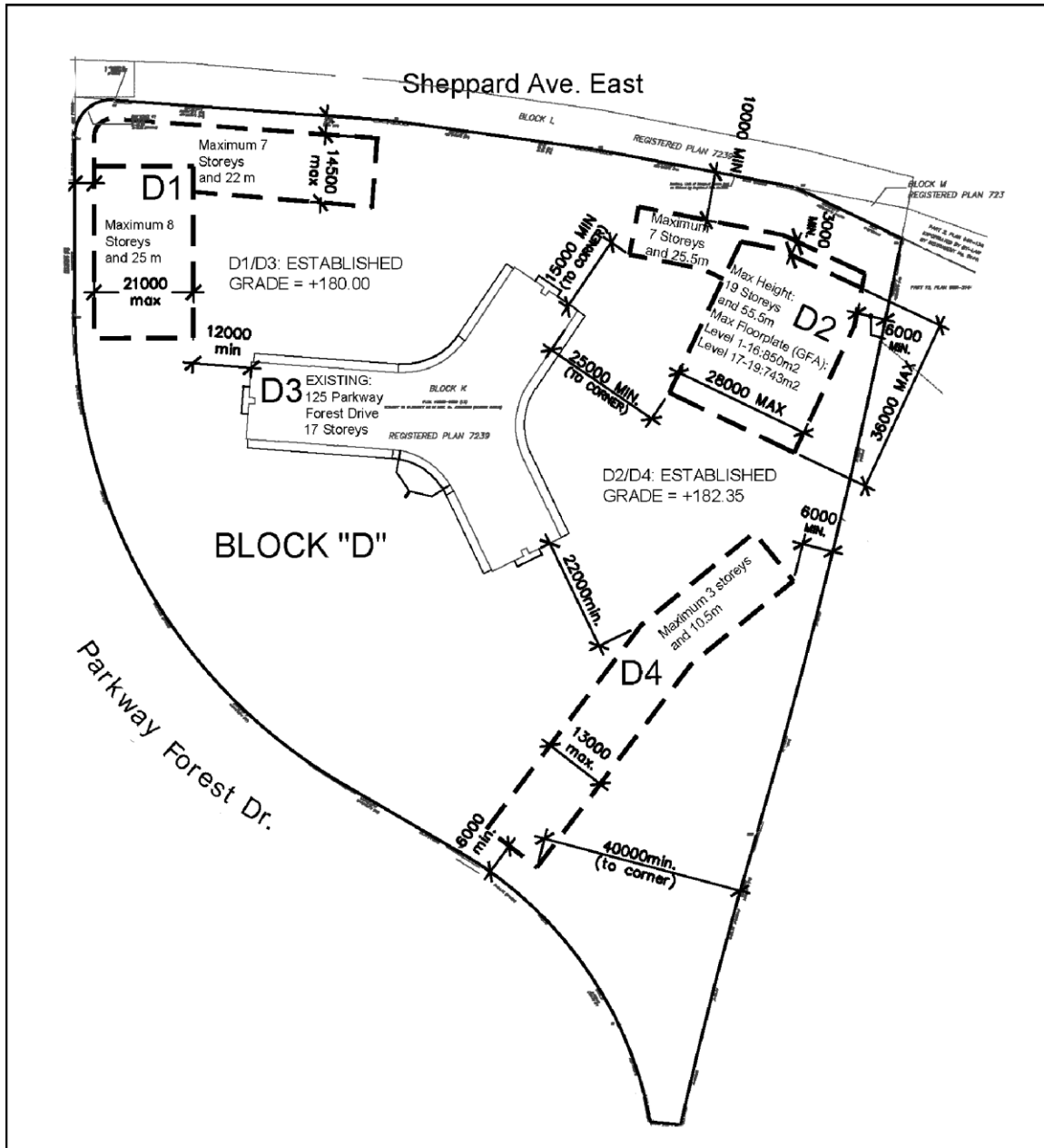


Prepared from block plan submitted by applicant Oct. 10, 2014

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Approved by: S.F.

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