

Authority: Ontario Municipal Board Decision issued August 5, 2014 and Order issued May 18, 2016 in Board File No. PL130332

CITY OF TORONTO

BY-LAW No. 778-2016(OMB)

To amend former City of Toronto Zoning By-law No. 438-86, as amended, respecting the lands municipally known as 587 to 599 Yonge Street, 2 and 4 Dundonald Street, and 7 and 9 Gloucester Street.

Whereas the owner of the lands known as 587 to 599 Yonge Street, 2 and 4 Dundonald Street, and 7 and 9 Gloucester Street appealed a proposed zoning by-law amendment to the Ontario Municipal Board; and

Whereas the Ontario Municipal Board, by its Decision issued August 5, 2014 and Order issued on May 18, 2016 in Board File No. PL130332, approved amendments to the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to those lands;

The Ontario Municipal Board Orders:

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*.
5. None of the provisions of Sections 2(1) with respect to the definition of "*grade*" and "*height*" and none of the provisions of Sections 4(2)(a), 4(5)(b), 4(8)(b), 4(12), 4(13), 8(3) Part I 1-3(a), 8(3) Part II 1(a), 8(3) Part III 1(a), 8(3) Part XI 2 and 12(2) 260 of *By-law No. 438-86* shall apply to prevent the erection or use of a *mixed-use building* within the *site* which may contain *dwelling units* and non-residential uses and *accessory* uses thereto including an underground *parking garage*, *commercial parking garage*, together with the maintenance of the *existing 7 and 9 Gloucester Street buildings*, provided that all of the provisions of this By-law are complied with.

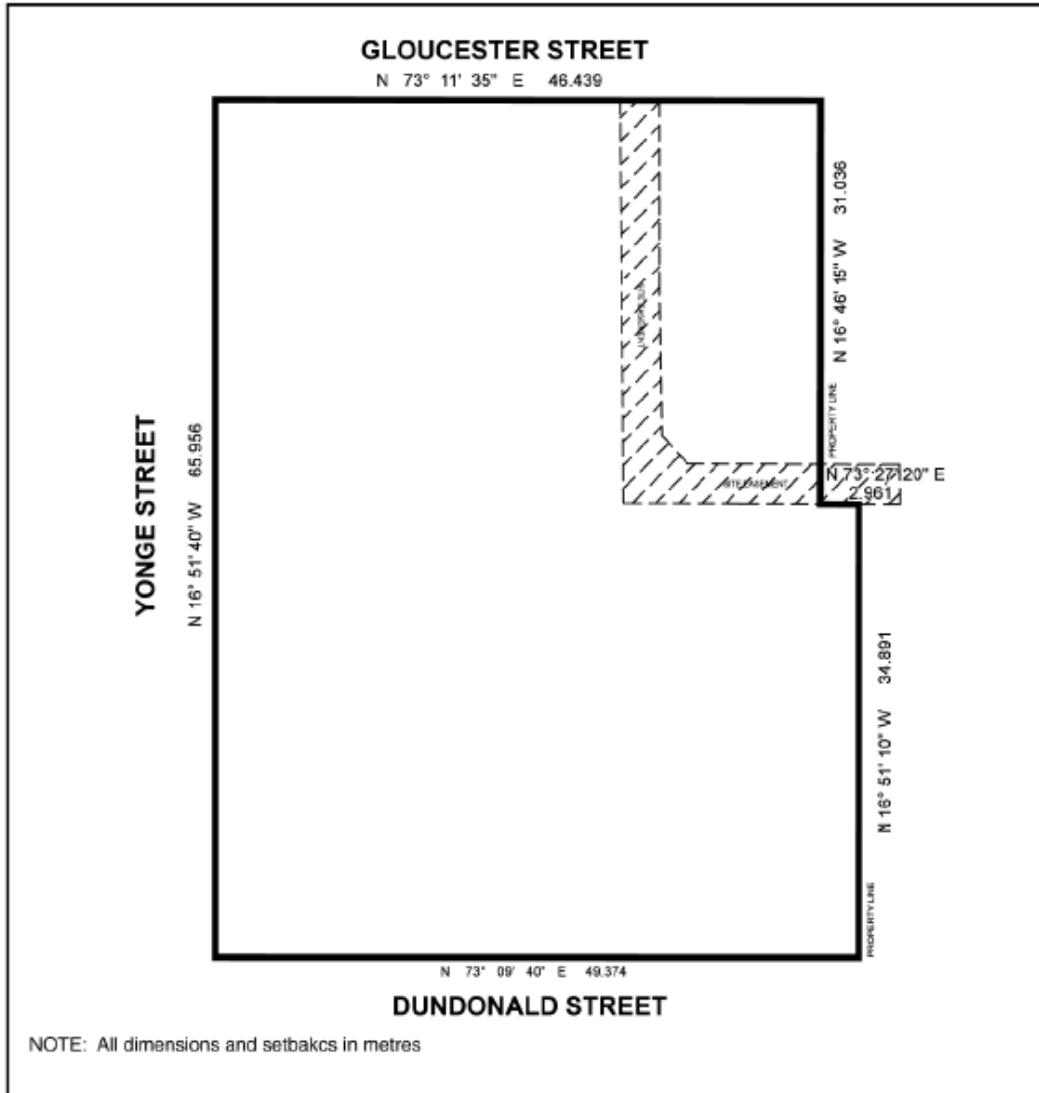
6. The *lot* on which the uses are located shall comprise at least the *site*.
7. The total combined *residential gross floor area* and *non-residential gross floor area* on the *site* shall not exceed 38,500 square metres.
8. The total *residential gross floor area* on the *site* shall not exceed 35,100 square metres.
9. The total *non-residential gross floor area* on the *site* shall not exceed 3,400 square metres.
10. The total number of *storeys* erected or used in the *mixed-use building* shall not exceed 44, excluding the mechanical penthouse.
11. At least ten per cent of all *dwelling units* erected or used on the *site* shall have two bedroom plus den and three or more bedrooms, in compliance with the provisions of the *Ontario Building Code*.
12. The minimum floor to ceiling height of the ground floors of the *mixed-use building* erected or used along Yonge Street, Dundonald Street and Gloucester Street shall be 6 metres for a minimum depth of 5 metres.
13. In addition to the *street-related retail and service use* requirements contained in Section 12(2) 259 of *By-law No. 438-86*, each *street-related retail and service use* located on the ground floor of the *mixed-use building* shall have a maximum ground floor *non-residential gross floor area* of 600 square metres.
14. The setback from the north property boundary of the *site* to the face of the *mixed-use building* shall be a minimum of 10 metres at ground level to a height of 6 metres and for a distance of 26.24 metres from the west property boundary of the *site*, which set back area shall be used only as a public plaza and pedestrian clearway.
15. No part of any building or structure erected on the *site* shall be located above the angular plane drawn from *grade*, at the Yonge Street property line commencing at a height of 18 metres above *grade*, and then angling upwards at an angle of 75 degrees away from Yonge Street over the *site*.
16. No part of any building or structure erected on the *site* shall be located above *grade* other than within a *building envelope*, except for: columns, cornices, canopies, awnings, skylights, ornamental elements, wind mitigation elements, trellises, lighting fixtures, screens, balconies, fences, landscape and public art elements, water features, retaining walls, window washing equipment, eaves, window sills, wheelchair ramps, vents, ramps to an underground garage, stairways, railings, rooftop and mechanical elements.
17. 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 Map 2 for the corresponding *building envelope* area.

18. 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 16 hereof;
 - (b) a railing or railings, a parapet, including roof drainage, thermal insulation and roof ballast, which may be located above the *height* limits of each of the roof levels of the building provided the maximum vertical dimension of any such element does not exceed 1.1 metres; and
 - (c) window washing equipment, stairs and stair enclosures, elevator and garbage chute overruns, lightning rods, exhaust flues, landscape and green roof elements, partitions dividing outdoor recreation areas, trellises, lighting fixtures, ornamental elements, eaves, water features, guardrails, balustrades, wheel chair ramps, vents, underground garage ramps, wind mitigation and public art elements, canopies, awnings and building cornices, which may be located above the *height* limits of each of the roof levels of the building provided the maximum vertical dimension of any such element does not exceed 3.0 metres, but no such element is permitted above the mechanical penthouse roof level *height* of 148.0 metres.
19. *Parking spaces* shall be provided and maintained on the *site* in an underground *parking garage* in accordance with the following minimum requirements:
- (a) 0.21 *parking spaces* for each *dwelling unit* for the use of the residents of the *mixed-use building*;
 - (b) 5 *parking spaces* for the exclusive use of residential visitors to the *dwelling units* of the *mixed-use building* to be painted and signed to indicate they are for the exclusive use of the residential visitors; and
 - (c) a minimum of 116 *parking spaces* for the shared use of visitors to the *dwelling units* and occupants of and visitors to the non-residential uses on the *site* which, notwithstanding subsection 12(2)(132) of *By-law No. 438-86*, may be provided as an *accessory use* in an underground *commercial parking garage* on the *site*.
20. At least one *loading space-type B* and one *loading space - type G* shall be provided and maintained on the *site*.
21. *Bicycle parking spaces* shall be provided and maintained on the *site* for the residents, occupants of the non-residential uses and visitors to the *mixed-use building* in accordance with the following minimum requirements:
- (a) for residential occupants, a minimum of 0.8 *bicycle parking spaces - occupant* per *dwelling unit*, shall be provided in a secure weather protected location;
 - (b) for visitors and non-residential occupants, a minimum of 0.2 *bicycle parking spaces - visitor* per *dwelling unit*, shall be provided:

- (i) inside on the ground floor;
 - (ii) outside the building at ground level in a weather protected location where possible; and/or
 - (iii) notwithstanding the definition of *bicycle parking space - visitor* in Section 2(1) of *By-law No. 438-86*, a *bicycle parking space - visitor* may be provided within the first level below the ground floor or a secured room; and
- (c) notwithstanding the definition of *bicycle parking space - occupant* and *bicycle parking space - visitor* in Section 2(1) of *By-law No. 438-86*, a *bicycle parking space - occupant* and *bicycle parking space - visitor* may be provided in a bicycle stacker provided the minimum dimensions for each *bicycle parking space* shall be 1.85 metres in length, 0.45 metres in width and 1.32 metres in height.
22. A minimum of 2 square metres of indoor *residential amenity space* per *dwelling unit* shall be provided and maintained on the *site* in contiguous or non-contiguous rooms at least one of which contains a kitchen and a washroom.
23. A minimum of 2 square metres of outdoor *residential amenity space* per *dwelling unit* shall be provided and maintained on the *site* of which at least 40 square metres shall be accessible from the indoor *residential amenity space*.
24. For clarity, all Appendices and Maps attached to this By-law are incorporated into this By-law and are deemed to be a part of this By-law.
25. None of the provisions of this By-law shall apply to prevent a *temporary sales office* on the *site*.
26. 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.
27. 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.
28. For the purposes of this By-law, the following words and expressions shall have the following meaning:

- (a) "*building envelope*" means a building envelope for each height area within the *site* as shown by an "H", and as delineated by the lines on Map 2 attached hereto;
- (b) "*By-law No. 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto;
- (c) "*City*" means the City of Toronto;
- (d) "*existing 7 and 9 Gloucester Street buildings*" shall mean those buildings existing in the year 2013 on the lands known as 7 and 9 Gloucester Street and shall include only those portions of the existing buildings which were identified in the Statement of Significance: 7-11 Gloucester Street (Reasons for Designation) attached as Attachment 3 to the report (June 19, 2014) from the Director, Urban Design, City Planning Division;
- (e) "*grade*" means 110.75 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment);
- (f) "*height*" means the vertical distance between *grade* and the highest point of the building or structure;
- (g) "*owner*" means the fee simple owner(s) of the *site*;
- (h) "*parking garage*" may also include a *commercial parking garage*;
- (i) "*site*" means those lands delineated collectively by heavy lines on Map 1;
- (j) "*temporary sales office*" means a temporary building or structure used exclusively for the initial sale and/or initial leasing of *dwelling units* or non-residential uses to be erected on the *site*; and
- (k) 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*.

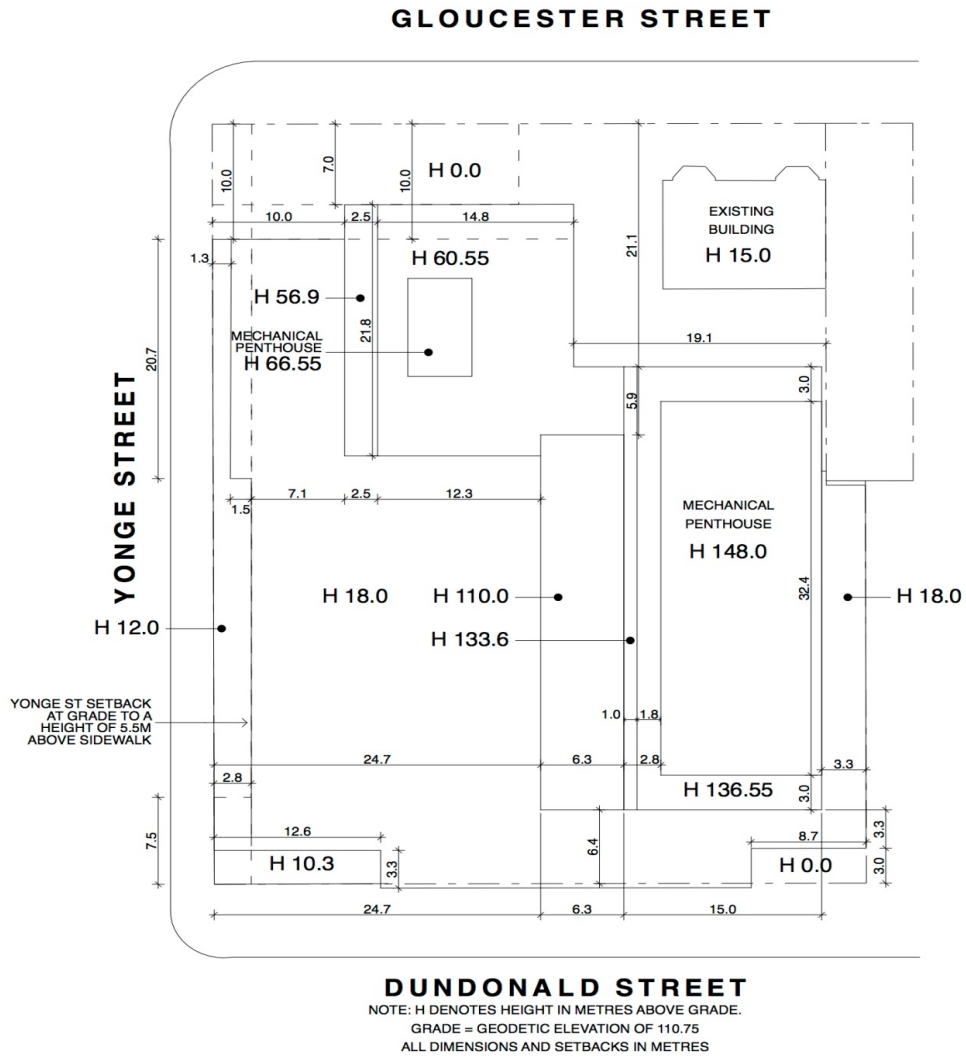
PURSUANT TO THE DECISION OF THE ONTARIO MUNICIPAL BOARD ISSUED
AUGUST 4, 2014 AND ORDER ISSUED MAY 18, 2016 IN BOARD CASE NO. PL130322



 **TORONTO** City Planning
Map 1

587-599 Yonge Street, 2-4 Dundonald
and 7-9 Gloucester Street
File # 12 235622


Not to Scale
05/30/2014



MAP 2

587-599 Yonge Street, 2-4 Dundonald
and 7-9 Gloucester Street

March 15, 2016

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* 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 *owner* shall design and construct local park improvements in James Canning Park and in the immediate area to a maximum cost to the *owner* of \$1,200,000 secured through a Letter of Credit to the satisfaction of the *City* and in consultation with the General Manager, Parks, Forestry and Recreation and the Ward Councillor and the Chief Planner and Executive Director, City Planning.
2. Prior to issuance of the first above grade building permit, the *owner* shall submit a cost estimate and all the necessary plans for the park improvement to be approved by the General Manager, Parks, Forestry and Recreation.
3. Prior to issuance of the first above grade building permit, the *owner* shall post an irrevocable Letter of Credit in the amount of 120 percent of the value of the approved estimate to the satisfaction of the General Manager, Parks, Forestry & Recreation.
4. Occupation of the existing parkland is prohibited unless a Park Occupation Permit (POP) has been obtained from PF&R's Planning, Design and Development section. The POP, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The POP must be secured prior to the issuance of any shoring and excavation permits. The *owner* will indemnify the *City* against any claim during any interim use of or work carried out by the applicant on the park.
5. The *owner* shall agree that the construction of the Park Improvements shall be completed within two years after the date of issuance of the first above grade building permit to the satisfaction of the General Manager, Parks, Forestry & Recreation. Unforeseen delays (e.g. weather) resulting in the late delivery of the Park Improvements shall be taken into consideration and at the discretion of the General Manager, Parks, Forestry & Recreation when determining a revised delivery date for the Park Improvements.
6. Upon satisfactory completion of the construction and installation of the Park Improvements shall be required to guarantee such work and associated materials. The *owner* shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the *City's* acceptance of the certificate, the Letter of Credit(s) will be released less 20 percent which will be retained for the 2 year guarantee –Parkland Warranty Period.
7. Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the *owner* provided that:

- (a) there are no outstanding claims against the remaining park security;
 - (b) no liens have been registered against the parkland;
 - (c) the *owner* has provided the *City* with written confirmation that it has not received notice of any claim for lien affecting the parkland;
 - (d) all deficiencies have been rectified; and
 - (e) the *owner* has provided to the *City* the certificate of the parkland Landscape Architect providing evidence that all lien periods under the *Construction Lien Act* affecting the parkland have expired.
8. The *owner* shall agree that as-built drawings in print/hardcopy and electronic format shall be submitted to Parks, Forestry and Recreation. A complete set of "as built" plans shall be provided electronically on CD in the latest version of AutoCAD, two (2) sets full size bond hard copy and one (1) set 11X17 format to the General Manager, Parks, Forestry and Recreation. The plans shall include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted. Written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
9. The *owner* shall provide \$500,000.00 towards public art which may be used within the public plaza at the north end of the site.
10. The *owner* shall pay \$1,500,000 towards the Toronto Community Housing Corporation for capital improvements and/or community, cultural or recreational space improvements in the local area to be paid prior to the issuance of the first above grade building permit.
11. The *owner* shall provide and design at the expense of the *owner*, a privately owned, publicly accessible pedestrian plaza at the north end of the site with a minimum depth of 10 metres at grade measured to the face of the building to a height of 6 metres and minimum depth of 7 metres measured to the face of the building above 6 metres and a minimum width of 23.2 metres and minimum area of 245 square metres, with final design and access to be secured through the site plan approval process and which may contain public art and patio space for the adjoining retail uses as shown on the plans by architectsAlliance date stamped February 26, 2016 by City Planning.
12. The *owner* shall agree that as a condition of site plan approval and 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 plaza, (the "City Easements"), for nominal consideration and to the satisfaction of the City Solicitor, and shall maintain these areas 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 Executive Director, Engineering and Construction Services.

13. The *owner* shall agree that the wind mitigation measures listed in the submitted Wind Study shall be implemented to ensure that the wind effects are acceptable.
14. The *owner* shall agree that at least 10 percent of the total number of dwelling units to be constructed on the lot shall contain family sized units of two bedroom plus den and three or more bedrooms in compliance with the provisions of the Ontario Building Code.
15. The *owner* shall provide a setback along the Yonge Street frontage of a minimum width of 2.8 metres except in the location of the character building and shall design and construct an upgraded streetscape for Yonge Street, Gloucester Street and Dundonald Street along the frontage of the site including upgraded pavement treatment and landscaping in accordance with Vibrant Streets Design Guidelines to be secured through the site plan process.
16. The *owner* shall design and construct an upgraded architectural façade treatment for the base and the tower, including pedestrian weather protection along each frontage of the site all in accordance with the North Downtown Yonge Street Urban Design Guidelines.
17. The *owner* shall retain the south and west facades of the character building known as 587 Yonge Street and located at the southwest corner of the site (north east corner of Yonge Street and Dundonald Street) and incorporate these facades into the final design of the base of the building or to replace the building with a three storey brick feature in keeping with the built form and character of the south and west facades of the existing building known as 587 Yonge Street substantially in accordance with the architectural drawings submitted by architectsAlliance date stamped February 26, 2016 and to be further refined through the site plan approval process.
18. The *owner* shall submit a monitoring protocol and demolition plan to be completed by the consultant archaeologist for the demolition of the Yonge Street structures to ensure that the archaeological resources are not impacted during the demolition process.
19. The *owner* shall agree to all archaeological requirements for Stage 2-3 archaeological assessment as well as the provision for any additional Stage 4 archaeological assessment is to be fully secured as follows:
 - (a) As a pre-approval condition of a site plan application for the subject properties, the *owner* will retain a consultant licensed by the Ministry of Culture, Tourism and Sport under the provisions of the *Ontario Heritage Act* (R.S.O. 1990 as amended) to carry out a Stage 2-3 archaeological resource assessment of the subject property and follow through on recommendations to mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. (i.e. Stage 4);
 - (b) The assessment is to be completed in accordance with the 2011 Standards and Guidelines for Consulting Archaeologists, Ministry of Culture, Tourism and

Sport. Should the archaeological assessment process continue beyond a Stage 2-3 assessment, any recommendations for Stage 4 mitigation strategies must be reviewed and approved by Heritage Preservation Services prior to commencement of the site mitigation;

- (c) The *owner* will submit a copy of the relevant assessment report(s) to the Heritage Preservation Services Unit in both hard copy format and as an Acrobat PDF file on compact disk;
 - (d) The *owner* will incorporate significant archaeological resources and findings into the proposed development through either in-situ preservation and interpretation where feasible, or commemorate and interpret the resources through exhibition development on site including, but not limited to, commemorative plaquing; and
 - (e) The *owner* will ensure no construction, grading or other soil disturbances shall take place on the subject property prior to the City's Planning Division (Heritage Preservation Services Unit) and the Ministry of Culture and Tourism (Heritage Operations Unit) confirming in writing that all archaeological licensing and technical review requirements have been satisfied.
20. The *owner* shall apply for and complete the approval process to seek permission to remove *City* street trees and trees from a *City* park as protected under the City of Toronto's Street Tree By-law and the City of Toronto Park's By-law.
21. The *owner* shall agree to not object to the heritage designation of the property at 7-9 Gloucester Street.
22. The *owner* shall agree as a condition of site plan approval and prior to the issuance of any permits, to provide a detailed construction management plan for the site.

The following matters will be secured in the Section 37 Agreement as a legal convenience to support the development:

23. The *owner* shall pay the consulting fees, not to exceed \$100,000, of a landscape and urban design consultant for the preparation of a park improvement plan for Norman Jewison and George Hislop Parks, to the north of the *site*, which shall include the consultant's participation in a minimum of 2 community consultation meetings, the preparation of an updated topographic survey, an arborist report, and a tree protection plan, and a master design plan for Norman Jewison and George Hislop Parks. The obligations herein with respect to James Canning Park will not apply to the preparation of a master plan design for the park improvements of Norman Jewison and George Hislop Parks.