

Authority: Scarborough Community Council Item SC7.3
as adopted by City of Toronto Council on July 16, 17 and
18, 2019

CITY OF TORONTO

BY-LAW 107-2020

To amend former City of Scarborough L'Amoreaux Community Zoning By-law 12466, as amended, with respect to the lands municipally known in the year 2019 as 3453 Victoria Park Avenue and 50-68 Morcambe Gate.

Whereas authority is given to Council by Section 34 of the Planning Act, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

Whereas Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the Planning Act; and

Whereas pursuant to Section 37 of the Planning Act, the Council of a municipality may in a By-law passed under Section 34 of the Planning Act, authorize increases in the height and density of development beyond those otherwise permitted by the by-law in return for the provision of such facilities, services and matters as are set out in the By-law; and

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

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

Whereas Council has required the Owner of the aforesaid lands to enter into one or more agreements dealing with certain facilities, services and matters in return for the increases in height and density in connection with the aforesaid lands as permitted in this By-law;

The Council of the City of Toronto enacts:

1. **SCHEDULE 'A'** of the L'Amoreaux Community Zoning By-law 12466, as amended, is amended by deleting the existing zoning and replacing it with the following Schedule 'I' so that the amended zoning shall read as follows:

M- 280-333-334-523-524-525-526-527-528-529-530-531-532-533-534-535-2079
98 99

2. **CLAUSE V – DEFINITIONS** is amended by adding the following definitions: Amenity Space shall mean indoor or outdoor space on a lot that is communal and available for use by the occupants of a building on the lot for recreational or social activities.

3. **PERFORMANCE STANDARDS CHART – SCHEDULE 'B'**, L'Amoreaux Community Zoning By-law 12466, as amended, is further amended by adding the following Performance Standards:

INTENSITY OF USE

333. The **gross floor area** of all **buildings** on site shall not exceed 14,197 square metres or a maximum of 1.83 times the area of the **lot**;
334. Maximum 142 **dwelling units**;

PARKING

CLAUSE VII – GENERAL PARKING PROVISIONS FOR ALL ZONES shall not apply.

Vehicle parking spaces per dwelling unit shall be provided as follows:

- (i) A minimum of 1 **parking space per dwelling unit**
- (ii) A minimum of 0.2 parking spaces per **dwelling unit** for visitors

Bicycle Parking Spaces shall be provided as follows:

- (i) A minimum of 0.7 long term bicycle parking spaces for each **dwelling unit**, located within the **underground parking structure**
- (ii) A minimum of 0.2 **short term bicycle parking spaces** for each **dwelling unit**, located on the surface

A **bicycle parking space** must be located on the same **lot** as the use for which it is required.

- (i) A minimum of 1 Type G loading space shall be provided

MISCELLANEOUS

2079. All the provisions of this By-law shall apply collectively to the site notwithstanding its future division into two or more parcels.

COVERAGE

523. Maximum **Coverage** of 47 percent

SETBACKS

524. The minimum **setbacks** from the **lot line(s)** to the **main wall(s)** of any **building(s)** and minimum separation distances between **buildings** shall be the minimum distance in metres specified by the numbers on attached Schedule 2.

BUILDING SETBACKS

Building Setbacks shall be provided as follows:

525. A minimum **front yard setback** of 3.0 metres from Victoria Park Avenue
526. A minimum **flankage yard setback** of 1.85 metres from Morecambe Gate
527. A minimum **rear yard setback** of 3.0 metres from Chester Le Boulevard
528. A minimum **interior side yard setback** of 7.5 metres from the northerly lot line

HEIGHT

529. The **height** of any **building** or **structure** does not exceed the **height** in metres and **storeys** specified by the numbers on **SCHEDULE '3'** attached hereto and forming part of this By-law but in no case shall it exceed 19 metres or 4 storeys to the highest point of the **building**.

LANDSCAPING

530. A minimum 1.5 metre **landscape buffer** shall be provided along the north **lot line**

AMENITY SPACE

531. A minimum of 280 square metre of **indoor amenity space**
532. A minimum of 430 square metres of **outdoor amenity space** shall be provided

The separation distance between the **main walls** of the **building(s)** shall be a minimum of 12 metres.

533. **CLAUSE VI – PROVISIONS FOR ALL ZONES**, Sub Clause 6, **Coverage** shall not apply.
534. **CLAUSE VI - PROVISIONS FOR ALL ZONES**, Sub Clause 17, **Underground Structures** in "NC" Zones shall not apply.
535. **CLAUSE VI – PROVISIONS FOR ALL ZONES**, Sub Clause 18, **Lands not Covered by Buildings** shall not apply.

4. **SCHEDULE 'C' – EXCEPTIONS LIST**, L'Amoreaux Community Zoning By-law 12466, as amended, is amended by adding the following Exception Numbers 98 and 99

98.

Upon execution and registration in priority of an agreement or agreements with the owner, pursuant to Section 37 of the Planning Act, with conditions providing for without limitation, indexing escalation of letters of credit, development charges, indemnity, insurance, and registration, satisfactory to the City Solicitor, securing the provision of the facilities, services and matters set out herein, 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:

- (1) Prior to the issuance of the first above-grade building permit for any part of the lands outlined in heavy black lines as shown on Diagram 1 of this By-law, save and except any building permit issued for the construction of any temporary sales showroom, the owner shall provide a cash contribution of \$400,000.00 to the City to be allocated towards the design, construction and cost of a new splash pad to be located adjacent to the Chester Le Community Corner and Child Care Centre, to the satisfaction of the General Manager, Parks, Forestry and Recreation;
- (2) The cash contribution required in (1) above shall be indexed upwardly in accordance with the Statistics Canada Building Construction Price Indexes for Toronto, or its successor, beginning from the date of execution of the Section 37 Agreement to the date the cash contribution is provided to the City;
- (3) In the event that the cash contribution required in (1) above has not been used for its intended purpose within 3 years of the zoning by-law amendments coming into full force and effect, the cash contribution may be redirected for another purpose, at the discretion of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor, provided that the purpose is identified in the Official Plan and will benefit the community in the vicinity of the Site;
- (4) In accordance with the terms of the Section 37 Agreement, the owner shall provide affordable ownership housing units ("Affordable Ownership Housing Units") in the development as follows:
 - (i) at least 5 percent of the total number of residential dwelling units proposed to be constructed on the Site will be Affordable Ownership Housing Units;
 - (ii) the unit mix and average unit size of the Affordable Ownership Housing Units will reflect the unit mix and average unit size of the residential dwelling units proposed to be constructed in the remainder of the development, all to the satisfaction of the Chief

Planner and Executive Director, City Planning;

- (iii) each of the Affordable Ownership Housing Units shall be constructed to a fully-finished condition, to a similar standard of materials and workmanship as the residential dwelling units in the remainder of the development;
 - (iv) at least 1 parking space per Affordable Ownership Housing Unit shall be provided in the development;
 - (v) the Affordable Ownership Housing Units will be generally dispersed throughout the building or buildings within which they are to be provided, and occupants of the new Affordable Ownership Housing Units shall have access to all building facilities and amenities on the same terms and conditions as all the other residents of the development; and
 - (vi) in consultation with the provider in accordance with the terms of the Section 37 Agreement ("Provider"), the owner shall submit the proposed layouts and locations of the Affordable Ownership Housing Units as part of the Site Plan Application, and the final unit size, design and location of the Affordable Ownership Housing Units shall be to the satisfaction of the Chief Planner and Executive Director, City Planning, prior to Site Plan Approval.
- (5) In accordance with the terms of the Section 37 Agreement, the owner agrees that, subject to availability, an eligible purchaser of any Affordable Ownership Housing Unit ("Eligible Purchaser") shall be permitted to purchase additional lockers and/or additional car parking spaces, on the same terms as other purchasers in the development;
- (6) Each of the Affordable Ownership Housing Units shall be a unit within the meaning of the Condominium Act and all of the owners and occupiers of the Affordable Ownership Housing Units shall have the same rights of use and means of access to units shown on the approved plan of condominium for the development as the other owners and occupiers and shall have the same rights and services as other owners and occupiers and there shall be no restriction on the use of the common elements by the owners of Affordable Ownership Housing Units other than restrictions that are generally imposed on all of the owners of units in the condominium through its Declaration, by-laws and rules;
- (7) Prior to entering into an agreement of purchase and sale for any Affordable Ownership Housing Unit, but in any event prior to Site Plan Approval for any building in the development containing Affordable Ownership Housing Units, the owner shall provide the Provider and the City with copies of condominium disclosure documents for any building in the development within which the Affordable Ownership Housing Units are to be provided;

- (8) Prior to the issuance of the first above-grade building permit for any building in the development within which the Affordable Ownership Housing Units are to be provided, the owner shall enter into an agreement of purchase and sale for the Affordable Ownership Housing Units with the Provider, and the agreement of purchase and sale shall, without limitation:
- (i) require each Affordable Ownership Housing Unit to be provided by the owner to the Provider or the City at a price that is at or below an amount where the total monthly shelter cost as per the terms of the Section 37 Agreement equals the average City of Toronto rent, by unit type, as reported annually by the Canada Mortgage and Housing Corporation, all to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - (ii) require the Provider to be responsible for the payment of all land transfer tax, any other taxes payable by a purchaser, registration fees and legal fees associated with the purchase of the Affordable Ownership Housing Units;
 - (iii) have a closing date no later than 90 days after the registration of a plan of condominium for the building in which the Affordable Ownership Housing Units are located subject to extension at the discretion of the Provider and the Chief Planner and Executive Director, City Planning, to a maximum 270 days after the registration of the plan of condominium;
 - (iv) be assignable by the Provider or the City, as the case maybe, at no additional cost and free of any restrictions or requirement for consent of the owner, for the purposes of providing Affordable Ownership Housing Units to Eligible Purchasers;
 - (v) include the City as a contingent transferee of the Affordable Ownership Housing Units in the event the Provider is not able to complete one or more of the agreements of purchase and sale for any Affordable Ownership Housing Units;
 - (vi) limit final closing adjustments payable by the Provider and the City, or the assignees of the Provider and the City, to common expense fees, including prepaid contributions to the reserve fund and realty taxes that may be payable with respect to the Affordable Ownership Housing Units, status certificate fee, deposit administration fee and fees for the issuance of compliance letters under subsection 81 (6) of the Condominium Act, either on interim occupancy or final closing, and the combined total of all such closing adjustments shall not exceed \$7,500 in Canadian funds. There shall be no other adjustments for costs, levies, fees, charges or adjustments on closing payable by the Provider and the City, or

the assignees of the Provider and the City;

- (vii) provide that the Provider and/or the Eligible Purchaser of an Affordable Ownership Housing Unit will be responsible for any interim occupancy fees up to a maximum of 270 days; and
- (viii) include a schedule containing the following terms and conditions:
 - (A) the first sale of each Affordable Ownership Housing Unit to an Eligible Purchaser shall be at a price where the cost to the Eligible Purchaser shall be no more than the Affordable Ownership Housing Price;
 - (B) an Affordable Ownership Housing Unit shall only be sold to an Eligible Purchaser during the affordability period in accordance with the terms of the Section 37 Agreement ("Affordability Period");
 - (C) if an Eligible Purchaser wishes to sell an Affordable Ownership Housing Unit during the Affordability Period, the maximum price that can be charged to a subsequent Eligible Purchaser is an amount such that the cost to the subsequent Eligible Purchaser shall be no more than the greater of either the Affordable Ownership Housing Price or applicable City of Toronto Official Plan policy but in any event shall be no less than the affordable ownership housing price in accordance with the terms of the Section 37 Agreement; and
 - (D) if an Eligible Purchaser who purchased a unit during the Affordability Period wishes to sell the unit after the Affordability Period, the Eligible Purchaser shall be permitted to sell the Affordable Ownership Housing Unit to any purchaser at any price.
- (9) Subject to (10) below, in the event that the Owner has met the applicable terms and conditions of the Section 37 Agreement and the City and the Provider fail to complete any one or more agreements of purchase and sale through no malfeasance of the Owner following a maximum of 270 days after the registration of a plan of condominium for any building in the development containing an Affordable Ownership Housing Unit, and subject to an agreement of purchase and sale, the City may, at no additional cost to the City:
 - (i) assign the subject agreement of purchase and sale to an alternate Provider; or
 - (ii) if after best efforts an alternate Provider is not found, sell the

Affordable Ownership Housing Units in the open market for fair market value, and the sale proceeds shall be directed to the City's Capital Revolving Fund for Affordable Housing to be used specifically for affordable housing in Ward 22, in which case the requirement upon the owner under (8)(ii) above shall not apply and the limitation of closing adjustments under (8)(vi) above shall be modified to permit reasonable closing adjustments.

- (10) In the event that the owner has met the applicable terms and conditions of the Section 37 Agreement and an acceptable Provider is unable or unwilling to enter into the agreement of purchase and sale within the time period set out in (8) above, or one or both the City and the Provider enter into an agreement of purchase and sale with the owner for one or more Affordable Ownership Housing Units but fail to complete said agreement of purchase and sale in accordance with (9) above, then notwithstanding (9) above, the owner shall provide, prior to the issuance of the first above-grade building permit for the development (save and except with respect to any temporary sales showroom), a cash contribution of \$1,100,000.00 to the City to be allocated towards the provision of new affordable housing in Ward 22, to the satisfaction of the Chief Planner and Executive Director, City Planning. Upon making the payment under (10), the owner will have no further obligations with respect to any Affordable Ownership Housing Units including without limitation, under (4), (5), (6), (7), (8), (9) or (10) above.
- (11) The cash contribution referred to in (10) above shall be subject to upward indexing in accordance with the Statistics Canada Building Construction Price Indexes for Toronto, or its successor, for the period beginning from the date the Section 37 Agreement is executed by the City and the owner to the date the owner makes the payment to the City.
- (12) In accordance with the terms of the Section 37 Agreement, the owner and the City acknowledge and agree that Eligible Purchasers shall be selected by the Provider or the City in accordance with the criteria set out in Schedule "E" of the Section 37 Agreement.
- (13) Prior to the issuance of the first above-grade building permit for any building in the development within which the Affordable Ownership Housing Units are to be provided, the owner shall register a restriction on title to the portion(s) of the Site containing or to contain the buildings in the development within which the Affordable Ownership Housing Units are to be provided, in a form and with priority to the satisfaction of the City Solicitor, pursuant to section 118 of the Land Titles Act, R.S.O. 1990, c. L.5, as amended, restricting any transfer or charge of the parcel(s) during the Affordability Period without the consent of the Chief Planner and Executive Director. The City agrees to release the Section 118 Restriction from the portions of the Site that do not comprise Affordable Ownership Housing Units following the registration of a plan of

condominium for all the buildings in the development.

- (14) In accordance with the terms of the Section 37 Agreement, the Section 118 Restriction for the Site shall remain on title to any Affordable Ownership Housing Unit until the expiry of the Affordability Period for that unit, upon which expiry the Section 118 Restriction will no longer be of any force or effect and the City shall agree to the release of the Section 118 Restriction from title upon receipt by the City of a notice from the owner requesting such a release. The preparation and registration of any such release shall be to the satisfaction of the City Solicitor and shall be at no cost to the City.
- (15) Prior to the issuance of the first above-grade building permit for the development (save and except with respect to any temporary sales showroom), the owner shall enter into a financially secured agreement for the construction of all improvements to the municipal infrastructure (if any), at no cost to the City, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

99. Additional Permitted Uses:

Stacked townhouses
Back-to-Back townhouses

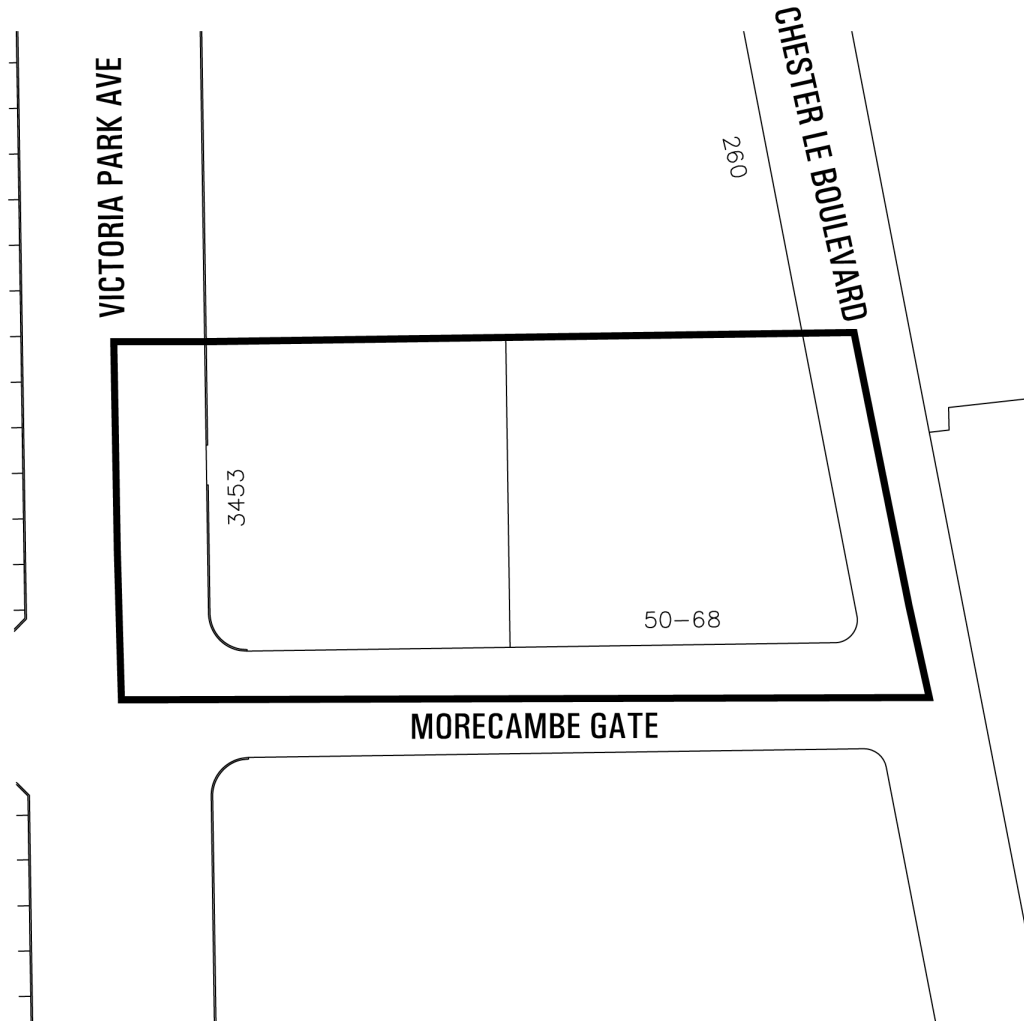
Enacted and passed on January 29, 2020.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

Schedule '1'



M-280-333-334-523-524-525-526-527-528
-529-530-531-532-533-534-535-2079



Zoning By-Law Amendment

3453 Victoria Park Avenue
and 50-68 Morcambe Gate

File # 18 146844 ESC 39 OZ

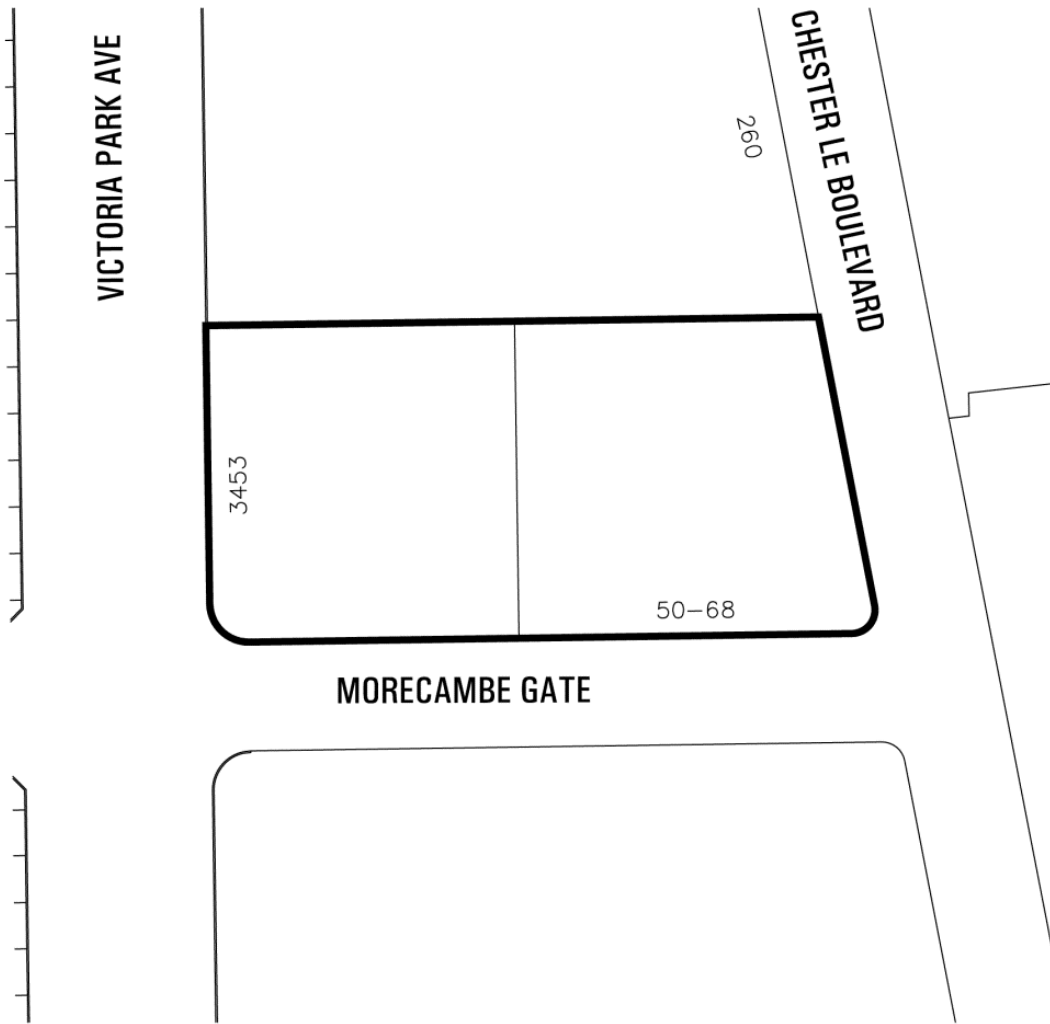


Area Affected By This By-Law

L'Amoreaux Community Bylaw
Not to Scale
01/27/2020



Schedule '2'



Exception No. 98, 99



Zoning By-Law Amendment

3453 Victoria Park Avenue
and 50-68 Morcambe Gate
File # 18 146844 ESC 39 OZ

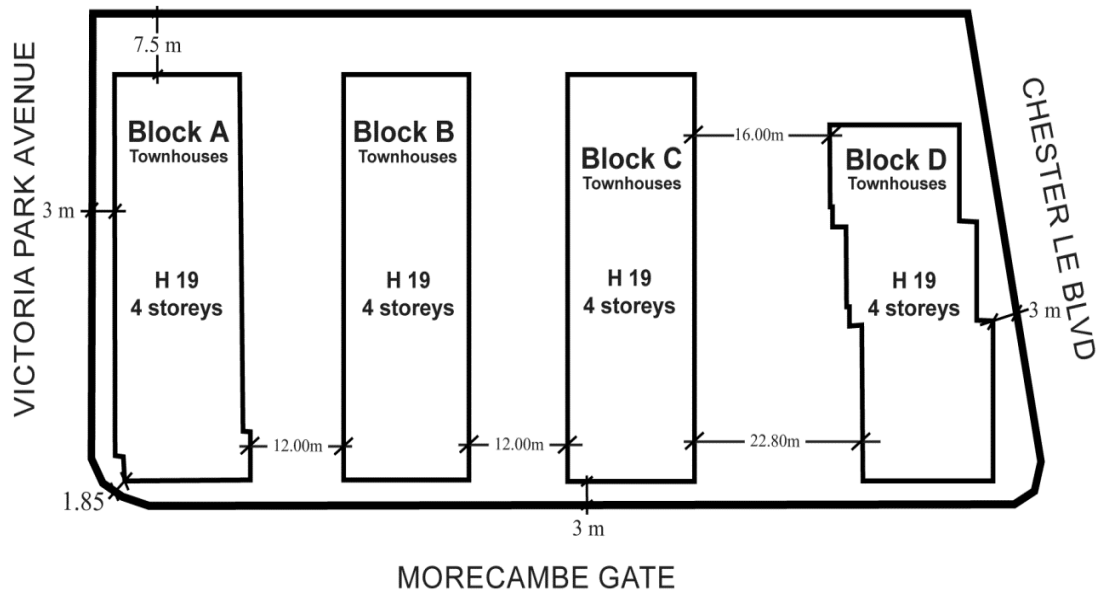


Area Affected By This By-Law

L'Amoreaux Community Bylaw
Not to Scale
06/07/19



Schedule '3'



 **TORONTO**
Zoning By-Law Amendment

3453 Victoria Park Avenue
and Morecambe Gate
File # 18 146844 ESC 39 0Z

 Area Affected By This By-Law

L'Amoreaux Community Bylaw
Not to Scale
06/10/2019
