

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 108-2020

**To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2019 as 3453 Victoria Park Avenue and 50-68 Morcambe Gate.**

Whereas Council of the City of Toronto has the authority pursuant to 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 the Official Plan for the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act, may authorize increases in the height and density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or 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 and 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 aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in density permitted beyond that otherwise permitted on the aforesaid lands by By-law 569-2013 as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto;

The Council of the City of Toronto enacts:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by adding the lands outlined in a heavy black line on Diagram 2 to the Zoning By-law Map in Section 990.10 and applying the zone label RM (d0.75) (x75), as shown on Diagram 2 attached to this By-law.

4. Zoning By-law 569-2013, as amended, is further amended by adding the lands outlined in a heavy black line on Diagram 2 to the Policy Area Overlay Map in Article 995.10.1; the Height Overlay Map in Article 995.20.1; the Lot Coverage Overlay Map in Article 995.30.1; and the Rooming House Overlay Map in Article 995.40.1 with no label.
5. Zoning By-law 569-2013, as amended, is further amended by adding to Article 900.6.10 a new Exception Number RM 75, so that it reads:

**(75)Exception RM 75**

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections.

Site Specific Provisions:

- (A) On 3453 Victoria Park Avenue and 50-68 Morcambe Gate, if the requirements of Section 6 and Schedule A of By-law 108-2020 are complied with, a **building** or **structure** may be erected or used in compliance with (B) to (Q) below;
- (B) Despite Regulations 10.5.40.50(2) and 10.5.40.60(1), a platform without **main walls**, such as a deck, porch, balcony or similar **structure**, attached to or less than 0.3 metres from a **building**, is permitted to encroach into the required **building setbacks** a maximum of 2.6 metres;
- (C) Despite Regulations 10.5.40.60(2), 10.5.40.60(3), 10.5.40.60(5), and 10.5.40.60(6), window projections, architectural features, canopies and exterior stairs are permitted to encroach into the **required building setbacks** a maximum of 2.6 metres;
- (D) Despite Regulation 10.80.30.10(1), the required minimum **lot area** is 7,758 square metres;
- (E) Despite Clause 10.80.30.20, the required minimum **lot frontage** is 62 metres;
- (F) Despite Regulation 10.80.30.40(1)(B), the permitted maximum **lot coverage** is 47 percent;
- (G) Despite Regulation 10.80.40.1(2), the permitted maximum number of **dwelling units** on the **lot** is 142;
- (H) Despite Regulation 10.80.40.10(1)(B), the permitted maximum height for a **building** or **structure** is 19 metres;
- (I) Despite Regulation 10.80.40.10(3), the permitted maximum number of **storeys** in a **building** on a **lot** is 4;

- (J) Despite Regulation 10.80.40.40(1), the permitted maximum **floor space index** is 1.83;
- (K) Despite Regulation 10.5.40.70(1) and Clause 10.80.40.70, the required minimum **building setbacks** are shown on Diagram 3 of By-law 108-2020;
- (L) Regulation 10.80.40.80(1) does not apply;
- (M) Despite Regulation 10.80.40.80(2), the required minimum above-ground separation distances between the **main walls** of **residential buildings** is shown on Diagram 3 to By-law 108-2020;
- (N) The following minimum **amenity space** requirements apply:
  - (i) a minimum of 280 square metres of indoor **amenity space** is required; and
  - (ii) a minimum of 430 square metres of outdoor **amenity space** is required;
- (O) Despite Regulation 200.5.10.1(1) and Table 200.5.10.1, off **street parking spaces** must be provided at the following minimum rates:
  - (i) 0.9 **parking spaces** for each one bedroom **dwelling unit** for residents;
  - (ii) 1.0 **parking space** for each two bedroom **dwelling unit** for residents;
  - (iii) 1.2 **parking spaces** for each three or more bedroom **dwelling unit** for residents; and
  - (iv) 0.2 **parking spaces** for each **dwelling unit** for visitors;
- (P) Despite Regulation 230.5.10.1(5), a minimum of 128 **bicycle parking spaces** is required, of which:
  - (i) 98 **bicycle parking spaces** must be "long-term" **bicycle parking spaces**; and
  - (ii) 30 **bicycle parking spaces** must be "short-term" **bicycle parking spaces**; and
- (Q) Despite Regulation 220.5.10.1(2), one Type "G" **loading space** must be provided.

Prevailing By-laws and Prevailing Sections: (None Apply)

**6.** Section 37 Provisions:

- (A) Pursuant to Section 37 of the Planning Act, and subject to compliance with this By-law, the increase in density of the development is permitted beyond that otherwise permitted on the lands shown on Diagram 1 to By-law 108-2020 in

return for the provision by the owner, at the owner's expense, of the facilities, services and matters set out in Schedule A of this By-law and which are secured by one or more agreements pursuant to Section 37(3) of the Planning Act that are in a form and registered in priority on title to the lands, to the satisfaction of the City Solicitor;

- (B) Where Schedule A of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same; and
- (C) The owner shall not use, or permit the use of, the lands as permitted by By-law 108-2020, unless or until the owner has executed and registered in priority on title to the lands an agreement or agreements pursuant to Section 37 of the Planning Act, to the satisfaction of the City Solicitor, securing the provision of facilities, services and matters set out in all provisions of Schedule A of By-law 108-2020.

Enacted and passed on January 29, 2020.

Frances Nunziata,  
Speaker

Ulli S. Watkiss,  
City Clerk

(Seal of the City)

**SCHEDULE A**  
**Section 37 Provisions**

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;

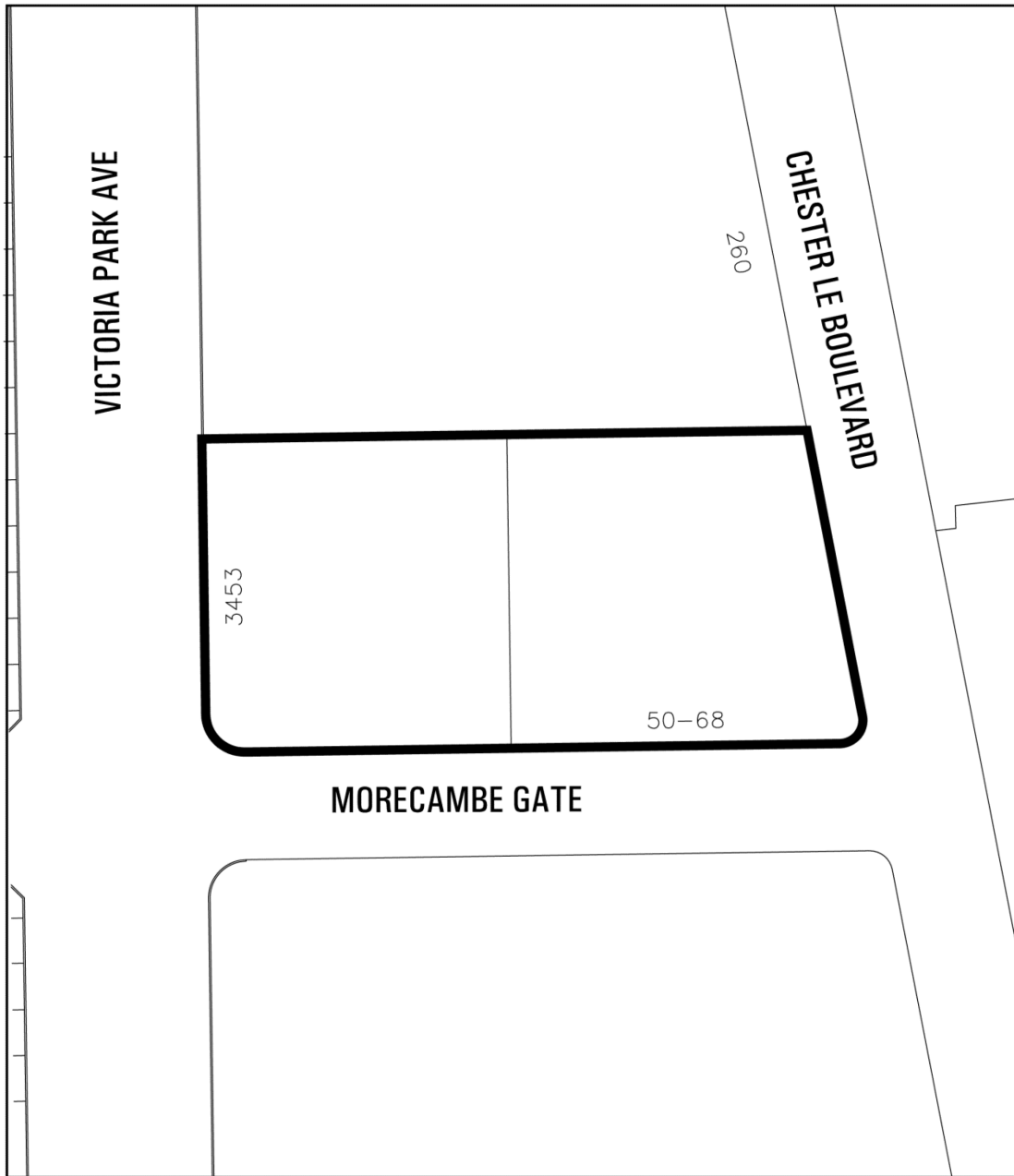
- (ii) require the Provider to be responsible for the payment of all land transfer tax, any other taxes payable by a purchaser, registration fees and legal fees associated with the purchase of the Affordable Ownership Housing Units;
- (iii) have a closing date no later than 90 days after the registration 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, City Plannings. 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.



 **TORONTO**  
Diagram 1

**3453 Victoria Park Avenue  
and 50-68 Morcambe Gate**  
File # 18 146844 ESC 39 0Z

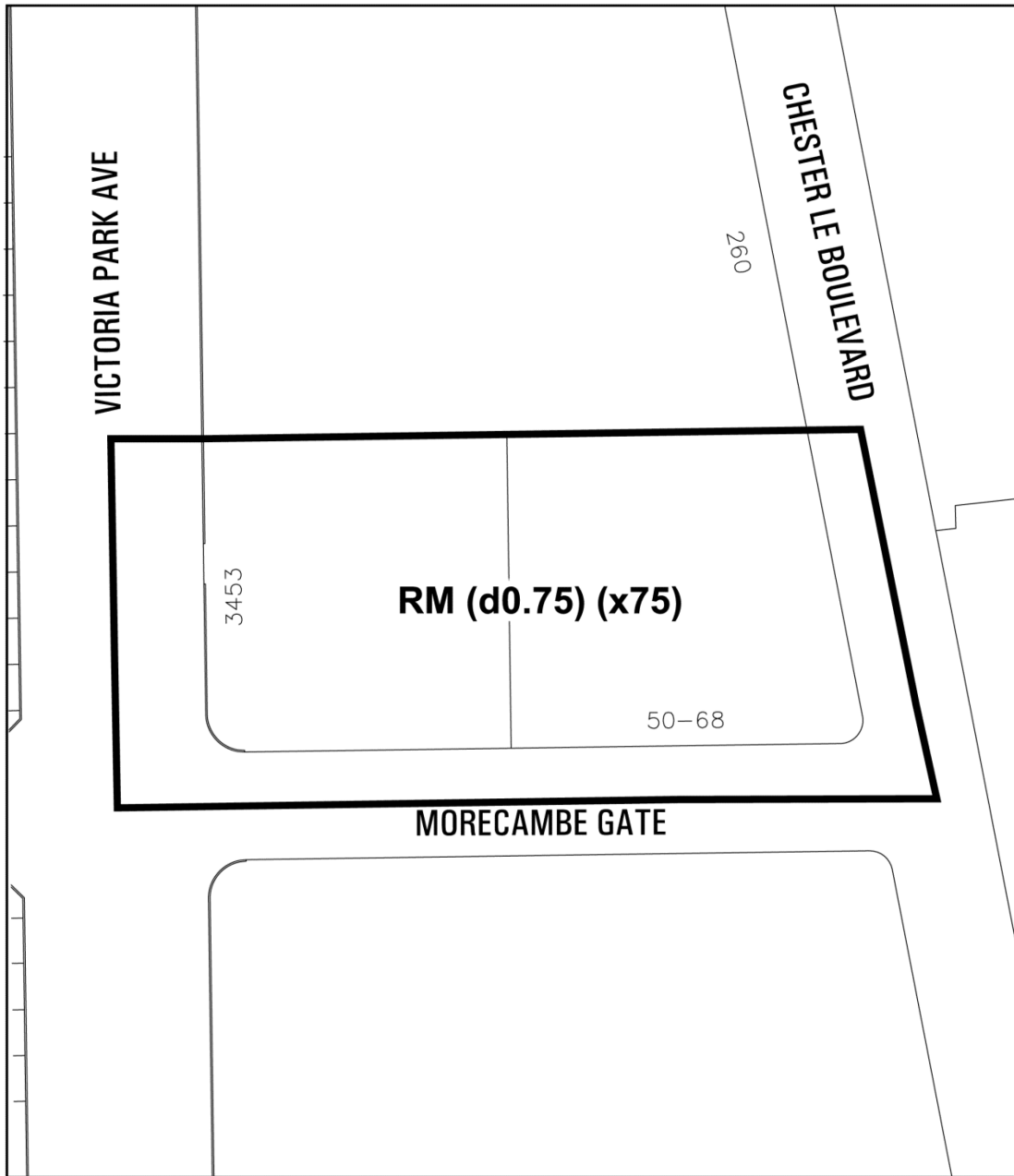
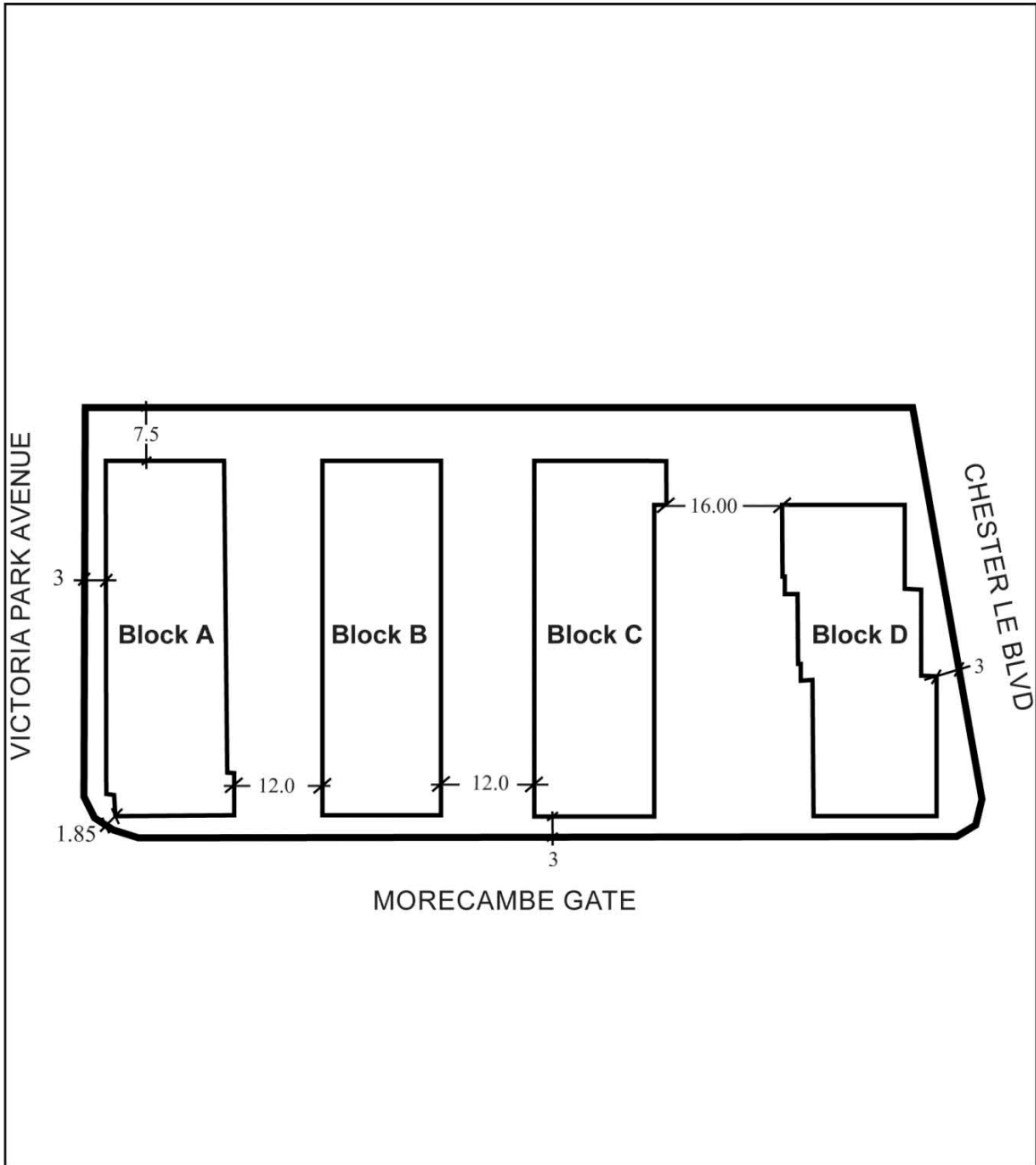


  
Diagram 2

**3453 Victoria Park Avenue  
and 50-68 Morcambe Gate**  
File # 18 146844 ESC 39 0Z



 **TORONTO**  
Diagram 3

**3453 Victoria Park Avenue  
and Morecambe Gate**

File # 18 146844 ESC 39 0Z