

Authority: Toronto and East York Community Council  
Item TE14.4 as adopted by City of Toronto Council on  
May 28, 2020

## CITY OF TORONTO

### BY-LAW 656-2020

**To amend Zoning By-law 569-2013, as amended, with respect to the lands within Phase 6 of the Davenport Village Area and municipally known in the year 2019 as 900 and 980 Lansdowne Avenue and the lands identified as PIN 213250433.**

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 or density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provisions of such facilities, services or matters as 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, a 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 height permitted beyond that otherwise permitted on the aforesaid lands by By-law 569-2013, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law which are secured by one or more agreements between the owner of the lands 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 subject to this By-law to the Zoning By-law Map in Section 990.10 and applying the zone labels RA (d2.8) (x144) and UT, 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 subject to this By-law to the Height Overlay Map in Section 995.20.1, and applying the following height labels to these lands: HT 75 and HT 23 as shown on Diagram 4 attached to this By-law.
5. Zoning By-law 569-2013, as amended, is further amended by adding the lands subject to this By-law to the Policy Areas Overlay Map in Section 995.10.1, the Lot Coverage Overlay Map in Section 995.30.1 and the Rooming House Overlay Map in Section 995.40.1 with no label.
6. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.7.10 Exception Number RA 144 so that it reads:

**Exception RA 144**

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 900 and 980 Lansdowne Avenue, if the requirements of Section 1 and Schedule A of By-law 656-2020 are complied with, a **building, structure**, addition or enlargement may be erected or constructed if it complies with the requirements of (B) to (V) below;
- (B) Only a **day nursery** is permitted in Building F, as shown on Diagram 3 of By-law 656-2020, and regulation 150.45.20.1(1), with respect to the location of a **day nursery**, does not apply to restrict a **day nursery** occupying an entire **building**;
- (C) Despite Regulation 15.10.40.40(1), the permitted maximum **gross floor area** for all uses is 65,070 square metres, of which:
  - (i) the permitted maximum **gross floor area** for residential uses is 64,700 square metres; and
  - (ii) the permitted maximum **gross floor area** for non-residential uses is 362 square metres and is restricted to a **day nursery** use;
- (D) The permitted maximum number of **dwelling units** is 960 of which:
  - (i) a minimum of 50 percent of all the units are 2 bedroom or larger;
  - (ii) a minimum of 20 percent of all the units are 3 bedroom; and
  - (iii) Within Buildings A, B and C, as shown on Diagram 3 of By-law 656-2020:

- (a) 30 percent of all bachelor units must not exceed a maximum of 46.5 square metres;
  - (b) 30 percent of all one bedroom (including one bedroom plus den) units must not exceed a maximum of 60.5 square metres;
  - (c) 30 percent of all two bedroom (including two bedroom plus den) units must not exceed a maximum 79 square metres;
  - (d) 30 percent of all three bedroom (including three bedroom plus den) units must not exceed a maximum of 93 square metres; and
- (iv) Within Buildings D and E, as shown on Diagram 3 of By-law 656-2020:
  - (a) 30 percent of all two bedroom units must not exceed a maximum of 120 square metres
  - (b) 30 percent of all three bedroom units must not exceed a maximum of 120 square metres;
- (E) Despite regulations 15.5.40.10(1), the height of each **building**, as shown on Diagram 3 of By-law 656-2020, is the distance between the specified Geodetic Datum Elevation and the highest point of each **building**, as follows:
  - (i) 119.00 for Building "A" and attached podium;
  - (ii) 125.50 for Building "B" and Building "C";
  - (iii) 122.96 for Building "D";
  - (iv) 119.91 for Building "E"; and
  - (v) 125.75 for Building "F";
- (F) Despite regulation 15.10.40.10(1), the permitted maximum height of a **building** or **structure** is the height in metres specified by the number following the symbol HT as shown on Diagram 3 of By-law 656-2020;
- (G) Despite (F) above, the following **building** elements and **structures** are permitted to project above the permitted maximum height:
  - (i) parapets, pergolas, trellises, eaves, screens, roof drainage, lightning rods, architectural features, elements of a **green roof**, structures for noise attenuation, ornamental elements, terrace and balcony guard rails and dividers, railings, decorative screens, by a maximum of 3.0 metres;
- (H) Despite Clause 15.10.40.70, the required minimum **building setbacks** are shown on Diagram 3 of By-law 656-2020;

- (I) Despite Clauses and Regulations 150.45.50.1, 15.5.40.60, 15.10.40.70, the following are permitted to encroach into a required **building setback** and separation distances:
- (i) porch, patio, terrace, balustrades, cornices, eaves, guardrails, landscape and **green roof** elements, lighting fixtures, ornamental elements, public art features, railings, trellis, underground garage ramps, vents, wheelchair ramps, wind mitigation features and window sills to a maximum of 4.0 metres;
  - (ii) balconies on Buildings A, B and C up to a maximum of 1.5 metres;
  - (iii) canopies up to a maximum of 4.5 metres;
  - (iv) air shafts, exterior stairs, stair enclosures may encroach and no closer to a lot line than 0.0 metres;
  - (v) Children's Play Area associated with the **day nursery** up to a maximum of 3.0 metres.
- (J) Despite Regulations 15.10.40.80(1)(A)(i) and 15.10.40.80(1)(B), the required minimum above ground separation distance between **main walls** with no opening to **dwelling units** in one or more of those **main walls** is 3.39 metres.
- (K) Any **building** or **structure** may not penetrate the following 45 degree **angular** planes projected over the **lot** from the ground level at the face of **buildings** located:
- (i) on the adjoining **lot** to the north and facing south; and
  - (ii) on the **lot** on the opposite side of Brandon Avenue and facing south;
- (L) Despite Regulation 5.10.30.20(1), the **front lot line** is the **lot line** abutting Lansdowne Avenue;
- (M) Despite Regulation 15.5.40.10 (4), the total area of the equipment described in clause (G) of this exception may cover no more than 54 percent of the area of the roof;
- (N) Despite Regulation 15.5.60.1(4), above-ground parts of an **ancillary building** or **structure** may be erected prior to the erection of the **main walls** and completion of the roof of a **residential building** on the same **lot**.
- (O) Despite Regulation 15.5.100.1(1), the permitted maximum total width of a **driveway** for an **apartment building** is 9.3 metres.
- (P) Regulation 15.10.40.50.1b) does not apply.

- (Q) Despite Regulation 15.10.40.50(1), **amenity space** must be provided in accordance with the following:
- (i) A minimum of 1,920 m<sup>2</sup> of indoor **amenity space** must be provided; and
  - (ii) A minimum of 5,450 m<sup>2</sup> of outdoor **amenity space** must be provided;
- (R) Despite Clause 15.10.30.40, the permitted maximum **lot coverage** is 32 percent of the **lot area**;
- (S) Despite Regulation 15.5.50.10 (1), a minimum of 56 percent of area of the **lot** must be maintained as **landscaping** and a minimum of 33 percent of the area of the lot must be maintained as **soft landscaping**.
- (T) Despite regulation 200.5.10.1(1), **parking spaces** must be provided as follows:
- (i) Buildings A, B and C:
    - (a) Resident Parking – 0.63 spaces per **dwelling unit**; and
    - (b) Visitor Parking – 0.2 spaces per **dwelling unit**;
  - (ii) Buildings D and E:
    - (a) Resident Parking – 1 space per **dwelling unit**; and
    - (b) Visitor Parking – 0.12 spaces per **dwelling unit**;
  - (iii) Building F:
    - (a) 1 **parking space** for each 100 square metres of **gross floor area**;
- (U) Despite regulation 200.15.10(1), accessible **parking spaces** must be provided at a minimum rate of 4 accessible **parking spaces** plus 1 accessible **parking space** for every 50 **parking spaces** or part thereof in excess of 100 **parking spaces**.
- (V) Despite regulations 220.5.10.1(2) and 220.5.1.10(8)(D), a minimum of 3 type 'G'; **loading spaces** must be provided with the following dimensions:
- (i) A minimum length of 13.0 metres;
  - (ii) A minimum width of 4.0 metres; and
  - (iii) A minimum of vertical clearance of 6.1 metres.

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

7. Section 37 Provisions

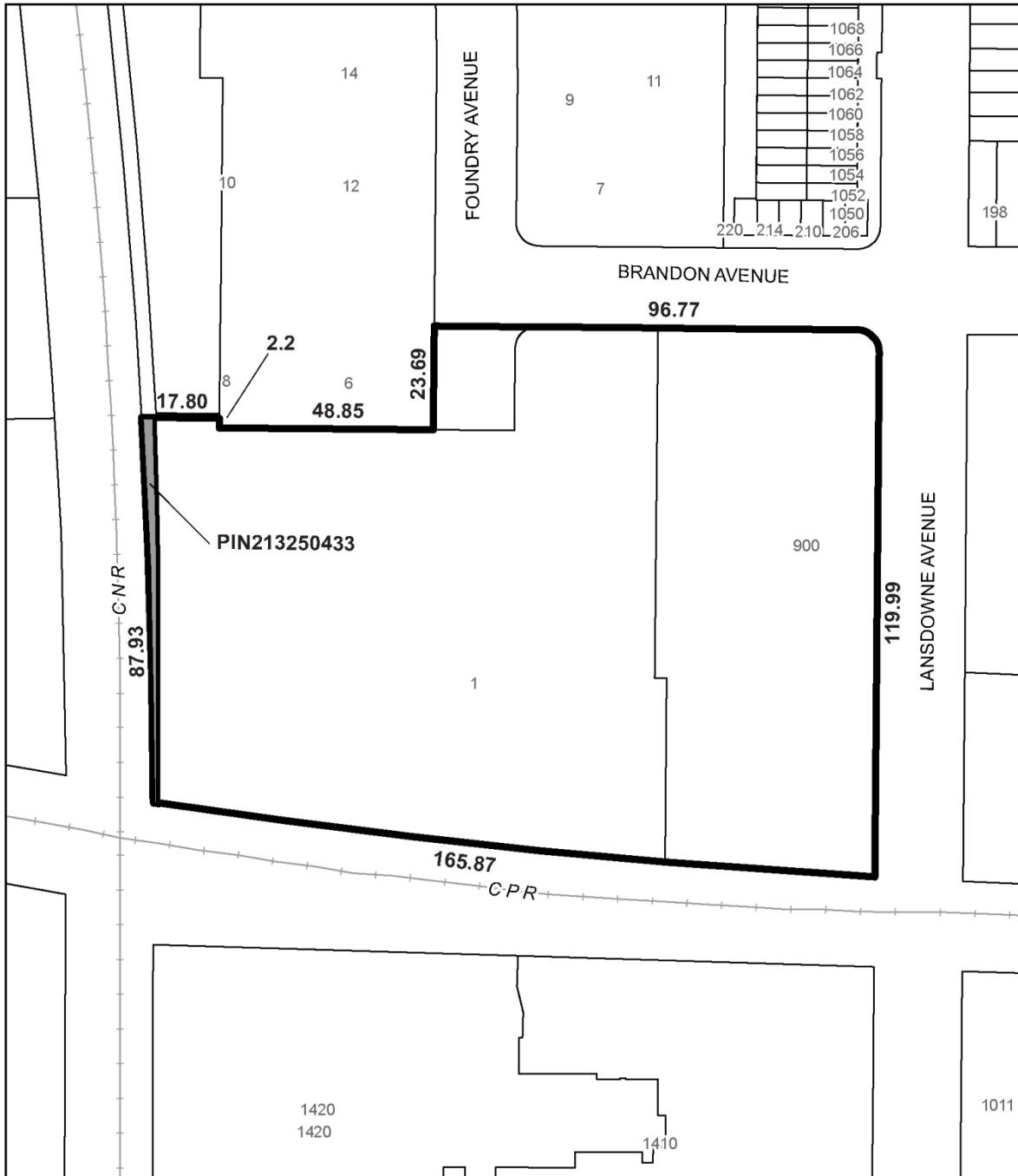
- (A) Pursuant to Section 37 of the Planning Act, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Diagram 1 in return for the provision by the owner, at the owner's expense of the facilities, 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 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.
- (C) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Schedule A are satisfied.

Enacted and passed on July 29, 2020.

Frances Nunziata,  
Speaker

Ulli S. Watkiss,  
City Clerk

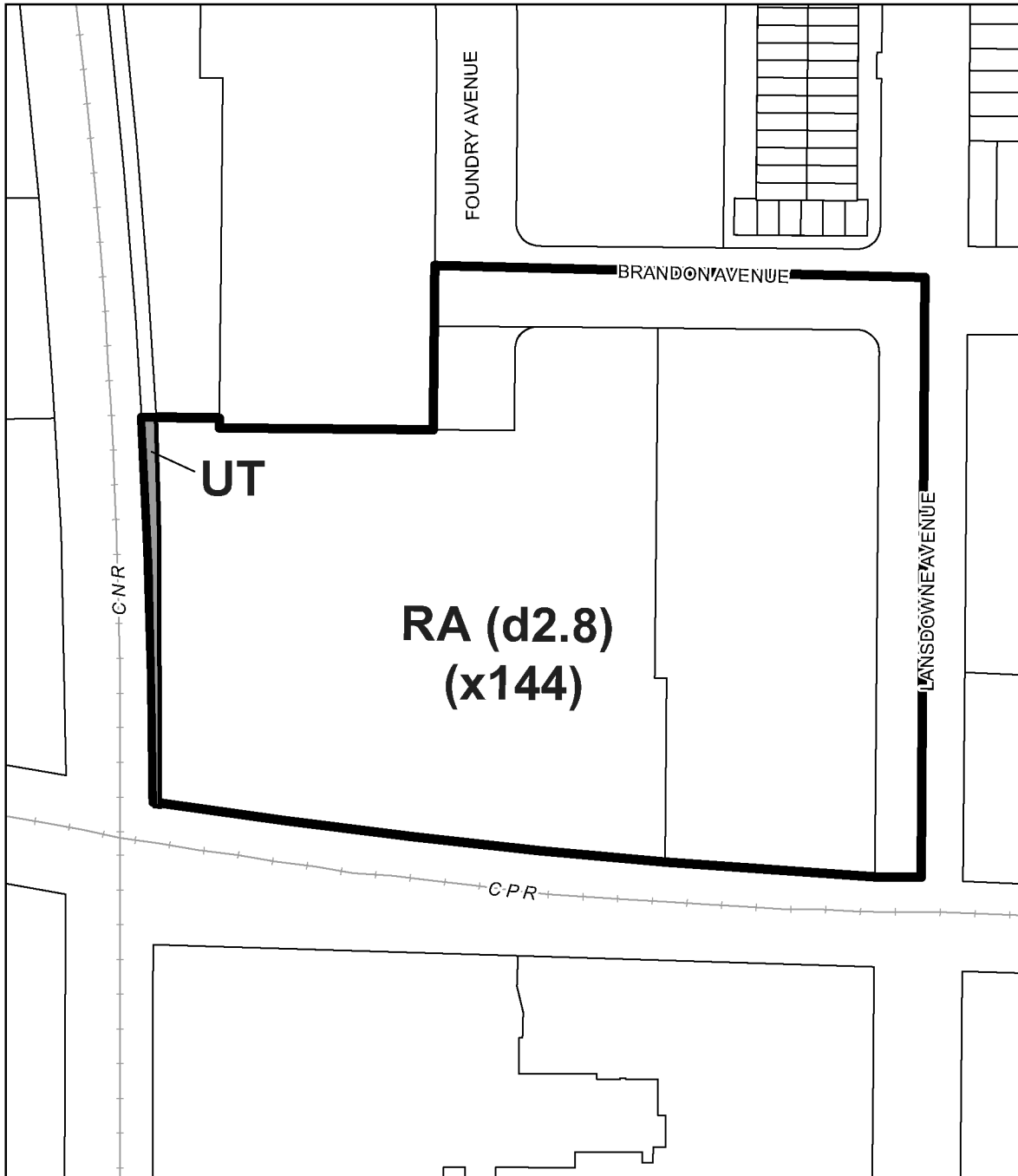
(Seal of the City)



 **TORONTO**  
Diagram 1

**900 & 980 Lansdowne Avenue  
and PIN213250433**

File # 17 185378 WET 17 0Z

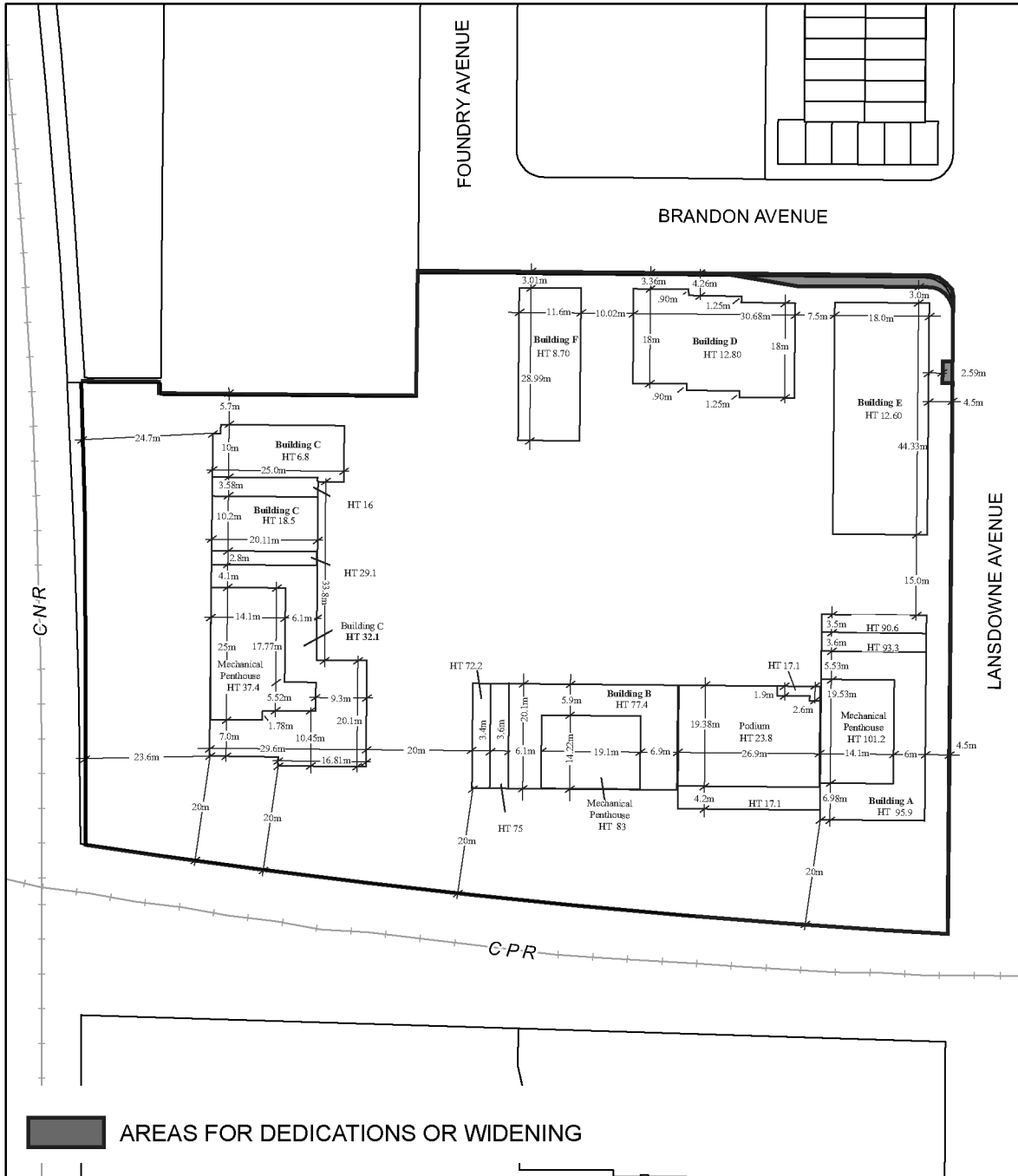


 **TORONTO**  
Diagram 2

**900 & 980 Lansdowne Avenue  
and PIN213250433**

File # 17 185378 WET 17 0Z



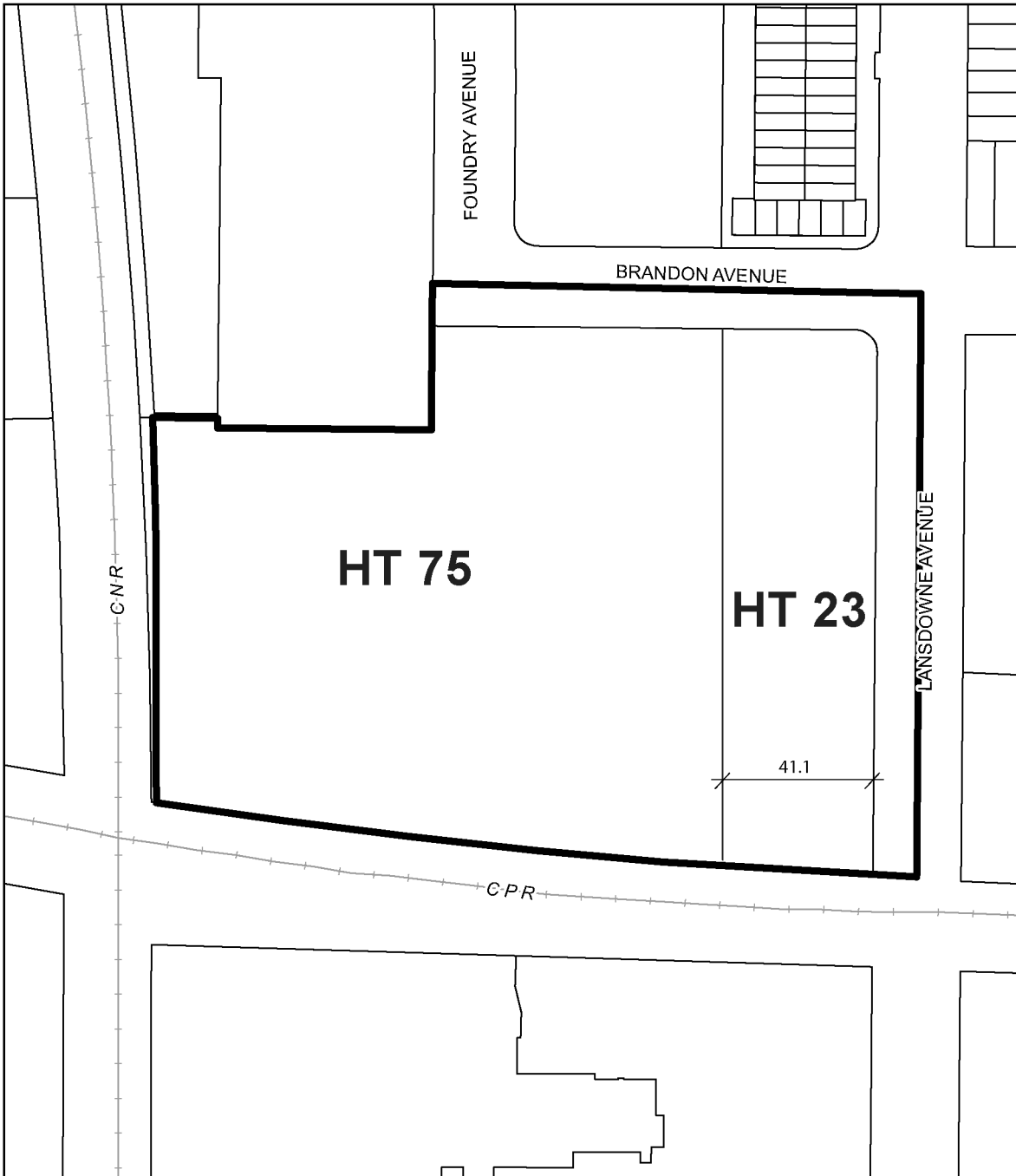


**TORONTO**  
Diagram 3

### 900 & 980 Lansdowne Avenue

File # 17 185378 WET 17 0Z





 **TORONTO**  
Diagram 4

900 & 980 Lansdowne Avenue

File # 17 185378 WET 17 OZ

## SCHEDULE A

### Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown in Diagram 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act.

The owner agrees as follows:

1. Prior to the issuance of the first above grade building permit for any building within Phase 6, a cash contribution to be paid to the City to be allocated within Ward 9 Davenport, as follows:
  - (A) The owner shall pay to the City the sum of \$1.2 million to be allocated towards the Capital Revolving Reserve Fund for Affordable Housing (XR1058) to be directed to 640 Lansdowne Avenue, to the satisfaction of the Executive Director, Housing Secretariat and the Ward Councillor.
  - (B) The owner shall pay to the City the sum of \$300,000 to be directed toward public art, parkland and/or streetscape improvements within the local area.
  - (C) The cash contributions referred to in 1 (A) and (B) above shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan area, reported quarterly by Statistics Canada in Building Construction Price Indexes Table: 18-10-0135-01, or its successor, for the period from the date of the execution of the Section 37 Agreement to the date of payment.
  - (D) In the event the cash contributions referred to in Sections 1.a. and b. above have not been used for the intended purposes within three (3) years of the By-law coming into full force and effect, the cash contributions 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 City of Toronto Official Plan and will benefit the community in the vicinity of the lands.
2. In addition to the cash contributions in Sections 1 (A) and (B) above, prior to the issuance of the first Above Grade Building Permit for any building within Phase 6, the Owner shall fund, design and construct a splash pad addition to the Davenport Village Park, to a minimum value of \$280,000.00 being the local park at 18 Foundry Avenue, in consultation with the City's Parks, Forestry and Recreation staff and the ward Councillor, to the satisfaction of the General Manager, Parks, Forestry and Recreation as per the following:
  - (A) the splash pad is a local park improvement that would address the requirements of Section 1.1 of the Section 37 Agreement executed on August 14, 2006 and

registered on July 19, 2007 as Instrument AT1511978 (the "2006 Section 37 Agreement"), wherein the Owner is required to pay \$200.00 per unit to the City indexed as per the Construction Price Index;

- (B) the funds directed to the splash pad shall be considered a minimum, and the Owner shall pay all additional costs required to design and construct the splash pad addition as required; if the splash pad addition is provided for less than the indexed value described in Section 2 (A) above, the difference shall be paid as a cash contribution to the City to be directed toward public art, parkland and/or streetscape improvements within the local vicinity;
  - (C) prior to the commencement of Park Construction for the splash pad addition the Owner shall provide a Letter of Credit to the City in the amount of \$56,000.00; this Letter of Credit will be released two years after substantial park completion as identified by the General Manager, Parks, Forestry and Recreation, provided that all deficiencies have been rectified to the satisfaction of the General Manager, Parks, Forestry and Recreation;
  - (D) prior to construction of the splash pad the Owner shall obtain a Park Access Agreement from Parks, Forestry and Recreation's Park Supervisor for that Ward; the Park Access Agreement will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, Parks, Forestry and Recreation;
  - (E) the owner shall indemnify the City against any claim during any interim use of or work carried out by the applicant on the park; and
  - (F) in the event the splash pad is not constructed in accordance with the requirements in Section 2 above, the Owner shall provide a cash contribution in accordance with Section 2 (A) above which if not used for the intended purposes within three (3) years of the By-law coming into full force and effect, the cash contributions 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 City of Toronto Official Plan and will benefit the community in the vicinity of the lands.
3. The owner shall enter into a Section 37 Agreement as a legal convenience to support development which will include the following:
- (A) The owner shall develop a Tenant Access Plan in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning, to ensure each phase and/or building within the phase is marketed initially to the local community to provide opportunities for local residents to move into the development.
  - (B) The owner shall enter into a financially secured agreement with the City that contains the following improvements/requirements:

- (i) The owner shall make any traffic control signal timing adjustments at signalized intersections in the immediate area to improve the overall level-of-service in accordance with the Traffic Impact and Operations Study by GHD dated November 1, 2018 as amended, at no cost to the City of Toronto to the satisfaction of General Manager, Transportation Services.
  - (ii) The owner shall design and install at no cost to the City traffic control signals at the intersection of Lansdowne Avenue and Brandon Avenue in the ultimate road location and shall provide detailed engineering design drawings for the traffic control signals, including any associated pavement marking and signage information, and the associated road works to the satisfaction of the General Manager, Transportation Services. The owner also agrees that the cost for the physical road widening on the south side of Brandon Avenue west of Lansdowne Avenue, and property conveyances to accommodate this widening, shall be undertaken to the satisfaction of the General Manager, Transportation Services and the Chief Engineer and Executive Director, Engineering and Construction Services.
  - (iii) The owner shall conduct an environmental site assessment for lands to be conveyed to the City in accordance with terms and conditions as set out by the City of Toronto, including providing payment for a peer reviewer and submission of a Record of Site Condition (RSC) at no cost to the City and all to the satisfaction of the General Manager, Transportation Services and the Chief Engineer and Executive Director, Engineering and Construction Services.
  - (iv) Prior to the issuance of the first above-grade permit for any building in Phase 6, the owner shall construct a new four-way intersection, consisting of Foundry Road, Brandon Avenue, the existing Phase 4 driveway and the proposed Phase 6 driveway, all four legs of which shall be stop-controlled, complete with the installation of all-way 'stop' signage with 'all-way' tabs, all of which is to be undertaken at no cost to the City, and to the satisfaction of General Manager, Transportation Services.
  - (v) The owner shall provide space within the development for the construction of any transformer vaults, Hydro and Bell maintenance holes and sewer maintenance holes required in connection with the development.
- (C) Through the Site Plan review process, the owner shall convey the lands required for the relocated bus shelter on Lansdowne Avenue, construct the new level brush concrete platform, install the new bus shelter, provide noise attenuation for the units immediately adjacent to the future bus shelter, and provide warning clauses in the purchase and sale agreements or tenancy agreements to future purchasers and/or tenants of the units immediately adjacent to the future bus shelter to warn of the potential for noise from bus operations, all at no cost to the City, to be secured in the Site Plan Agreement, to the satisfaction of the Toronto Transit Commission and the General Manager, Transportation Services.

- (D) Through the Site Plan review process, for any building in Phase 6, the owner shall provide to the City for nominal consideration Privately Owned Publicly Accessible Open Space (POPS) easements for the on-site POPS of approximately 3,963 square metres located on the south and west perimeter of the Phase 6 lands, for public access and provisions for rights of support if necessary, encumbrances and insurance and indemnification of the City by the owner, to the satisfaction of the Director, Real Estate Services, the Chief Planner and Executive Director, City Planning and the City Solicitor in consultation with the Ward Councillor. The owner shall own, operate, maintain and repair the POPS and install signage in a location to be determined through the Site Plan review process, at its own expense, stating that members of the public shall be entitled to the use of the POPS at any time, 365 days a year. The final design and program of the POPS will be determined through the site plan review process and secured in a Site Plan Agreement, to the satisfaction of the Chief Planner and Executive Director, City Planning.
- (E) Through the Site Plan review process, the owner shall install and maintain children's play structures for youth ages 2.5 to 5 years and 5 to 12 years within the outdoor amenity area between Buildings A, B, D and E, and identified as "Play Area" on the site plan, and that the "Play Area" be expanded, if necessary, to accommodate sufficiently sized equipment, to be secured in the Site Plan Agreement, to the satisfaction of the Chief Planner and Executive Director, City Planning.
- (F) Through the Site Plan review process, the owner shall erect signs requested by the Toronto Lands Corporation (TLC) and include the requirements of TLC and the Toronto Catholic District School Board to include warning clauses in the tenancy agreements and/or purchase and sale agreements to be secured in the Site Plan Agreement, to the satisfaction of the Chief Planner and Executive Director, City Planning.
- (G) The owner shall submit with the next re-submission of the Site Plan Control application updated Noise and Vibration Studies as requested by Metrolinx, have these studies peer reviewed, undertake any revisions if necessary and have those revisions peer reviewed and to address matters identified by the City's peer reviewer at the owner's expense. The owner shall also agree that the mitigation measures and conditions required by Metrolinx and Canadian Pacific Railway (CPR) be secured in the Site Plan Agreement to the satisfaction of the Chief Planner and Executive Director, City Planning, Metrolinx and Canadian Pacific Railway.
- (H) The owner shall submit building design drawing details to verify that the crash wall structure will be structurally isolated from the residential towers to the satisfaction of the City and the City's rail safety peer reviewer as part of the site plan review process and the owner shall agree to pay for the peer review of the drawings. The owner shall also agree to consult with Metrolinx (and their technical advisor) and the Canadian Pacific Railway (and their technical advisor) regarding the rail safety study submitted and the owner shall agree to Metrolinx

and CPR requirements, conditions and mitigation to be secured in the Site Plan Agreement to the satisfaction of the Chief Planner and Executive Director, City Planning, Metrolinx and the Canadian Pacific Railway.

- (I) The owner shall address and incorporate Metrolinx's requirements addressing construction measures, warning clauses and other rail safety requirements, as noted in the Metrolinx letter dated December 9th, 2019, during the site plan review process to the satisfaction of the Chief Planner and Executive Director, City Planning and Metrolinx.
- (J) The owner shall address the Canadian Pacific Railway requirements related to the property line fence, drainage and dewatering, and to include warning clauses in the tenancy agreements and/or purchase and sale agreements to advise of the existence of the railway and their operations and that, regardless of attenuating noise and vibration measures, the railway would not be responsible for complaints or claims arising from the use of its facilities and/or operations all to be secured in the Site Plan Agreement to the satisfaction of the Chief Planner and Executive Director, City Planning and Canadian Pacific Railway.
- (K) The owner shall construct and maintain the development in accordance with the Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of Item PG32.3 of the Planning and Growth Management Committee, and as updated by Toronto City Council at its meeting held on December 5, 6 and 7, 2017 through the adoption of Item PG23.9 of the Planning and Growth Management Committee, and as may be further amended by City Council from time to time.