

Authority: Local Planning Appeal Tribunal Decision issued on September 30, 2020 and Order issued on October 8, 2020 in File PL160085

CITY OF TORONTO

BY-LAW 983-2020(LPAT)

To amend former Borough of East York Zoning By-law 1916, as amended by By-law 508-2000, with respect to lands municipally known in the year 2019 as 660 Eglinton Avenue East and 1801 Bayview Avenue.

Whereas the Local Planning Appeal Tribunal, by its Decision issued on September 30, 2020, and its Order issued on October 8, 2020 in Tribunal Case PL 160085 approved amendments to the former Borough of East York By-law 1916, as amended with respect to the lands; and

Whereas pursuant to Section 39 of the Planning Act, the Local Planning Appeal Tribunal may, in a by-law passed under Section 34 of the Planning Act, authorize the temporary use of land, buildings or structures for any purpose set out therein that is otherwise prohibited by the by-law; and

Whereas the Official Plan for the former City of Toronto contains provisions relating to the authorization of increases in the 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 height and density permitted beyond that otherwise permitted on the aforesaid lands by the former Borough of East York Zoning By-law 1916, 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;

Therefore pursuant to the Order of the Local Planning Appeal Tribunal, the former Borough of East York By-law Zoning By-law 1916, as amended, is further amended as follows:

1. Pursuant to Section 37 of the Planning Act and subject to compliance with this By-law, the increase in height and density of development on the lot contemplated herein is permitted in return for the provision by the owner, at the owner's expense, of the facilities, services and matters set out in Schedule A hereof which are secured by one or

more agreements pursuant to Section 37(3) of the Planning Act in a form, and registered on title to the lot, to the satisfaction of the City Solicitor.

2. 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.
3. 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.
4. None of the provisions of By-law 1916, as amended, apply to prevent a temporary sales office on the lot, used exclusively for the initial sale and/or initial leasing of dwelling units or non-residential units proposed on the same lot, for a period not to exceed 3 years from the date of this by-law coming into full force and effect.
5. For clarity:
 - (a) except as otherwise provided herein, the provisions of By-law 508-2000, shall continue to apply to the lands identified as "Area Subject to Amendment" as shown on Schedule 1 attached (the "Lands");
 - (b) notwithstanding any existing or future severances, partition or division of the Lands, the provisions of By-law 508-2000 and this By-law shall apply to the whole of the Lands as if no severance, partition or division has occurred; and
 - (c) Schedule 1 and Schedule 2 attached to this By-law are incorporated into this By-law and are deemed to be part of this By-law.
6. By-law 508-2000 is amended as follows:
 - (a) Section 6.11.1.2 (2) is deleted and replaced by the following:
 - (2) Permitted Uses for Building B and Building C
 - (a) Residential
 - (i) Dwelling Apartment
 - (ii) Home for the Aged
 - (iii) Home for Nursing
 - (iv) Structures Accessory to the foregoing
 - (b) Retail/Commercial/Office
 - (i) Retail Store
 - (ii) Artist and Photographer Studio

- (iii) Business and Professional Office
- (iv) Garage Commercial
- (v) Garage Private
- (vi) Drug Store
- (vii) Food Store
- (viii) Financial Institution
- (ix) Automated Teller Machine
- (x) Bakery
- (xi) Clinic
- (xii) Custom Workshop
- (xiii) Day Nursery
- (xiv) Department Store
- (xv) Dry Cleaning Establishment
- (xvi) Dry Cleaners Distribution Station
- (xvii) Eating Establishment
- (xviii) Government Office
- (xix) Personal Service Shop
- (xx) Printing Store
- (xxi) Private Club
- (xxii) Private Public Recreational Facility
- (xxiii) Restaurant
- (xxiv) Restaurant Take Out
- (xxv) Tailor Shop
- (c) Other
 - (i) Commercial School
 - (ii) Private School

- (iii) School
 - (iv) uses accessory to those permitted in 6.11.1.2 (2), as amended.
- (b) Section 6.11.1.2 (3) is amended to state "Development Requirements for Building A";
- (c) Section 6.11.1.2.(3) (a) is amended to state "Building A shall be constructed and used in compliance with the minimum setbacks and maximum heights shown on Schedule 2 attached to this By-law";
- (d) Section 6.11.1.2(3)(b) is amended to state: "The maximum total Gross Floor Area – Building A – shall not exceed 9000 square metres and the maximum number of Dwelling Units shall not exceed 83 units" and Sections 6.11.1.3(b)(i) and (ii) are deleted;
- (e) Section 6.11.1.2(3)(c) is amended to replace the words "apartment dwelling" with the words "Building A";
- (f) Section 6.11.1.2(3)(d) is amended to replace the words "apartment dwelling" with the words "Building A";
- (g) Section 6.11.1.2(3)(e) is amended to read: "Three levels of underground parking with a minimum of 154 spaces shall be provided underneath Building A, of these spaces at least 50 will be allocated for commercial parking, at least 83 will be allocated for residents of the building and at least 21 will be allocated for visitor parking", and Sections 6.11.1.2(3)(e)(i) and (ii) are deleted;
- (h) Section 6.11.1.2(3)(f) is amended to read: "1 loading space shall be provided for Building A;
- (i) Section 6.11.1.2.(4) is added which states:
 - (4) Development Requirements for Building B and Building C
 - (a) Gross Floor Area for Building B and Building C
 - (i) Maximum Gross Floor Area of all Buildings and Structures within the Building envelopes for Buildings B and C, which are shown on Schedule 2 as Building B and Building C attached to this By-law, shall be 34,450 square metres.
 - (ii) Maximum Residential Gross Floor area for Buildings B and C shall be 30,450 square metres.
 - (iii) Minimum Non-Residential Gross Floor area for Buildings B and C combined shall be 4,000 square metres.

- (b) Residential Amenity Areas for Building B and Building C
 - (i) Minimum of 4.0 square metres per dwelling unit of Residential Amenity Space per dwelling unit shall be provided.
 - (ii) At least 2.0 square metres per dwelling unit of the required Residential Amenity Space shall be indoor Residential Amenity Space.
- (c) Building Location and Setbacks for Building B and Building C
 - (i) No part of any building or structure erected on the lot or used above grade is located otherwise than wholly within the areas delineated by heavy lines on the attached Schedule 2 and identified as Building B and Building C.
 - (ii) Canopies, awnings and building cornices, lighting fixtures, ornamental lighting fixtures, ornamental elements, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, stairs, stair enclosures, wheel chair ramps, vents, underground garage ramps, landscape, elevated pedestrian bridge and public art features, architectural features and signage may extend beyond the heavy lines shown on Schedule 2 and identified as Building B and Building C.
 - (iii) Balconies directly facing Eglinton Avenue East or Bayview Avenue below a height of 20.0 metres above Established Grade may extend up to 1.5 metres beyond the heavy lines shown on Schedule 2 and identified as Building B and Building C. All other balconies may extend up to 2.0 metres beyond the heavy lines shown on Schedule 2 and identified as Building B and Building C.
- (d) Maximum Building Height for Building B and Building C
 - (i) No person shall erect or use a building or structure or portion thereof on the lot having greater height in metres than the height in metres specified by numbers following the letters HT on the attached Schedule 2 and identified as Building B and Building C, other than mechanical penthouse, mechanical equipment, including generators, elements on the roof of the building or structure used for green roof technology or alternative roofing system, garbage chute overrun, elevator overrun, signage, roof-top access, lighting fixtures, lightning rods, parapets, ornamental elements, architectural features, satellite dishes, and roof top structures that feature decorative design

elements, parapets, cornices, mouldings, flashings, railings, pergolas, trellises, window washing equipment, chimney stacks, elevated pedestrian bridge, and structures used for wind protection purposes.

- (ii) no portion of any building or structure erected or used on the lot, shall exceed the number of *storeys* specified by the numbers following the symbol "ST" on the attached Schedule 2.
- (e) Retaining walls have no maximum height requirements, and no minimum setback requirements.
- (f) Parking Spaces for Building B and Building C
 - (i) Residential
 - (1) a minimum of 0.60 parking spaces per bachelor dwelling unit.
 - (2) a minimum of 0.70 parking spaces per one bedroom dwelling unit.
 - (3) a minimum of 0.90 parking spaces per two bedroom dwelling unit.
 - (4) a minimum of 1.00 parking spaces per three bedroom dwelling unit.
 - (5) a minimum of 0.10 parking spaces per unit for visitor parking.
 - (ii) Non-Residential
 - (1) a minimum of 1.0 parking space per 100 square metres of non-residential gross floor area shall be provided.
 - (2) for clarity a minimum of 50 additional parking spaces allocated for commercial parking will continue to be maintained off site in the residential apartment building located at 1801 Bayview Avenue.
 - (iii) Sharing of Residential Visitor Parking
 - (1) residential visitor parking spaces can be shared with non-residential commercial parking spaces.

- (iv) Car-Share Parking
 - (1) for each on-site *car-share parking space* provided on the lot, the minimum residential parking required shall be reduced by 4 parking spaces, up to a maximum for 1 *car-share parking space* per 60 dwelling units.
 - (g) Bicycle Parking for Building B and Building C
 - (i) a minimum ratio of 0.90 bicycle parking spaces per residential unit shall be provided.
 - (ii) a minimum ratio of 0.20 bicycle parking spaces per non-residential floor area of 100 square metres shall be provided.
 - (iii) a minimum ratio of 0.10 residential short term bicycle parking spaces per residential unit shall be provided.
 - (iv) a minimum ratio of 0.30 non-residential short term bicycle parking spaces per retail non-residential floor area of 100 square metres shall be provided.
 - (v) bicycle parking spaces shall be provided at grade and on the first level below grade.
 - (h) Loading for Building B and Building C:
 - (i) 1 Type G loading space shall be provided.
 - (ii) 2 Type B loading spaces shall be provided.
- 7. Except as amended in this By-law, all other provisions of By-law 1916, as amended shall apply to the lands.
- 8. The building existing on the lot on the day of the passage of this By-law shall be exempt from the requirements of Section 6(i) this by-law.
- 9. For the purposes of the amendment made by this By-law to By-law 508-2000 that are applicable to Section 6.11.1.2.(4) (Building B and Building C), the following expressions shall have the following meaning:
 - (a) "*Car-share*" means the practice where a number of people share the use of one or more motor vehicles. Such car-share motor vehicles, shall be made available for short term rental, including hourly rental. Car-share operators may require that car-share motor vehicles be reserved in advance, charge fees based on time and/or kilometres driven and set membership requirements of the car-sharing operator, including payment of a membership fee that may or may not be refundable.

- (b) "*Car-share Parking Space*" means a *parking space* that is reserved and used for the *car share* purpose.
- (c) "*Established Grade*" shall be 143.68 Canadian Geodetic Datum.
- (d) "*Height*" means the vertical distance between *established grade* and the highest point of the building or structure.
- (e) "*Gross Floor Area*" shall exclude from the calculations all:
 - (i) below and above grade parking, and drop off;
 - (ii) bicycle parking located below grade, at grade and above grade;
 - (iii) loading areas at grade and below grade;
 - (iv) storage rooms, washrooms, electrical, utility, mechanical, moving, mail, firefighter central alarm control facilities (CACF), and residential garbage rooms below and at grade;
 - (v) residential amenity space as required by this by law;
 - (vi) elevator, mechanical, ventilation and garbage shafts;
 - (vii) pedestrian bridge;
 - (viii) mechanical penthouse;
 - (ix) exit stairwells; and
 - (x) shower and change facilities associated with bicycle parking spaces.
- (f) "*Lot*" means those lands outlined by heavy solid lines and identified as including Building B and Building C on Schedule 2 attached hereto.
- (g) "*Residential Amenity Space*" means a common area or areas within a lot which are provided for the use of residents of the building(s) for recreational and social purposes.
- (h) "*Temporary Sales Office*" means an office or sales trailer used exclusively for the initial sale and/or initial leasing of dwelling units or non-residential uses to be erected on the *lot*.
- (i) "*Storey*" means the number of storeys above grade as shown on Schedule 2 as marked with a "ST" and does not include a mezzanine. For the purposes of this by-law, a townhouse with two levels, and a dwelling unit on the ground floor with two levels, that would otherwise be considered two storeys will be considered to be one storey for the purpose of calculating the number of storeys permitted in accordance with Schedule 2.

- (j) "*Type G Loading Space*" shall mean a loading space with dimensions of 13 metres x 4 metres with a vertical clearance of 6.1 metres.
- (k) "*Type B Loading Space*" shall mean a loading space with dimensions of 11 metres x 3.5 metres with a vertical clearance of 4 metres.

Local Planning Appeal Tribunal Decision issued on September 30, 2020 and Order issued on October 8, 2020 in File PL160085.

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 lot and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

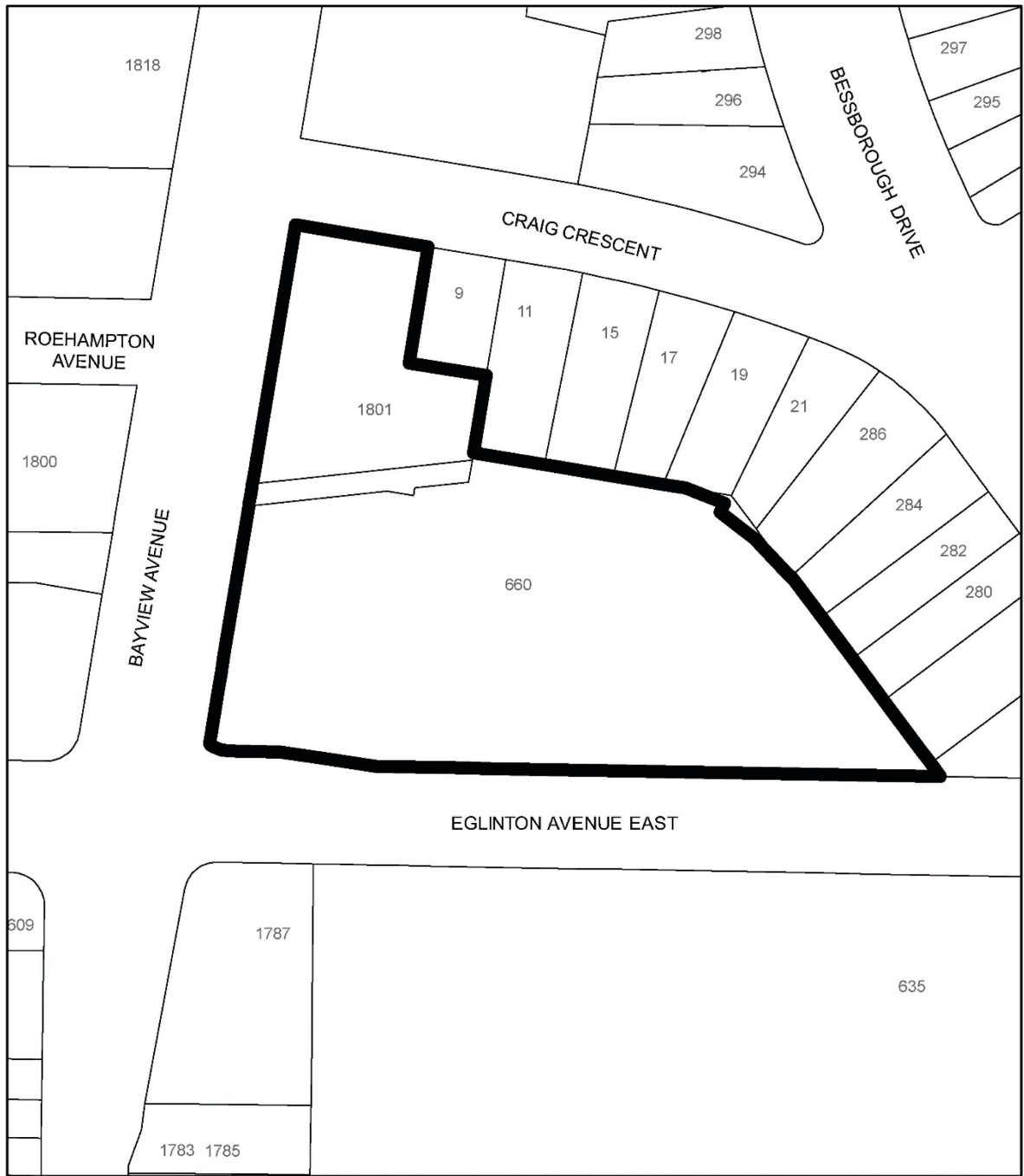
- i. Prior to the issuance of an above-grade building permit for the proposed development on the lot, other than a building permit for a temporary sales office/pavilion, the Owner shall:
 - a. Pay to the City the sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000) (indexed) to be applied to new recreational/community facilities (including off-site parkland acquisition) in the Leaside community, or the expansion of any existing recreational/community facilities; and
 - b. Pay to the City the sum of One Hundred and Sixty Five Thousand Dollars (\$165,000)(indexed) to be applied to improvements to the greenspace located at the north east corner of Bessborough Drive and Eglinton Avenue East;

with such funds to be used in the discretion of the Chief Planner and Executive Director, City Planning in consultation with the Ward Councillor.
- ii. Other matters to support the development of the lot:
 - a. Subject to the following provisions, the owner of the site (the "Owner") shall make its commercially reasonable best efforts to ensure that prior to the issuance of the first above-grade building permit for the site, it shall convey an off-site dedication for parkland purposes (the "Off-Site Parkland Conveyance") in base park condition to the satisfaction of the General Manager, Parks Forestry and Recreation and the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor;
 - b. Should the Owner not have achieved the Off-Site Parkland Conveyance prior to the issuance of the first above-grade building permit, the Owner may choose to submit a Letter of Credit in lieu of and to the value of the Cash-in-Lieu Payment the day before the day the first above-grade building permit is issued. In which case, should the Off-Site Parkland Conveyance not be completed by the earlier of first occupancy or first registration of a condominium of the site, the City may cash the Letter of Credit and apply the proceeds to be paid towards the Cash-in-Lieu Payment. The General Manager, Parks, Forestry and Recreation may agree to extend date for the completion of the Off-Site Parkland Conveyance in its sole discretion;
 - c. The Off-Site Parkland Conveyance shall be environmentally acceptable to the General Manager, Parks, Forestry and Recreation and shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances

and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, Parks Forestry and Recreation;

- d. The Owner shall pay for all of the costs of the Off-Site Parkland Conveyance, including demolition and removal of any existing structures, environmental remediation, taxes and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the Off-Site Parkland Conveyance;
- e. The Owner and the City acknowledge and agree that the Off-Site Parkland Conveyance could include land that is to the satisfaction of the General Manager, Parks, Forestry and Recreation and the Chief Planner and Executive Director, in consultation with the Ward Councillor;
- f. The Owner acknowledges and agrees that it will undertake its commercially reasonable best efforts to obtain and convey to the City an acceptable Off-Site Parkland Conveyance and agrees to provide the General Manager, Parks, Forestry and Recreation with an update every two months on its efforts to obtain the same;
- g. If the Owner succeeds in obtaining an option to obtain an acceptable Off-Site Parkland Conveyance, or otherwise satisfies the General Manager, Parks, Forestry and Recreation that it is likely to do so, it shall provide the General Manager, PFR with an estimate of the Owner's cost (the "Owner's Off-Site Parkland Cost"), which will include: the cost of the land, closing costs including reasonable legal fees and land transfer tax, reasonable consultant costs for the completion of required environmental reports, costs related to the demolition and removal of any existing residential home including permit fees and reasonable consultant costs and environmental remediation costs and base park improvement costs;
- h. Upon receiving the Owner's estimate of the Owner's Off-Site Parkland Cost, the General Manager, Parks, Forestry and Recreation and the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor, will then determine if the City should proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance;
- i. If the City decides to proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance, the City and the Owner shall then work in good faith to enter into an appropriate agreement of purchase and sale in respect to the Off-Site Parkland Conveyance to include these provisions;
- j. If the value of the Owner's Off-Site Parkland Cost is the same as the Cash-in-Lieu Payment:
 - 1. upon completion of Off-Site Parkland Conveyance, the Owner will have to make no further contribution in respect of Section 42 of the Planning Act; and
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner.

- k. If the value of the Owner's Off-Site Parkland Cost is less than the Cash-in-Lieu Payment:
 - 1. the Owner shall pay the difference to the City;
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner; and
 - 3. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.
- l. If the value of the Owner's Off-Site Parkland Cost is greater than the Cash-in-Lieu Payment:
 - 1. the City shall pay the difference to the Owner,
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and
 - 3. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.
- m. The Owner acknowledges that the decision of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor, to advise the Owner to proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance pursuant to paragraph (h) may be contingent upon any funding approval that may be required to allow the City to pay the difference to the Owner;
- n. The Owner and the City acknowledge that the Cash-in-Lieu Payment that would otherwise be payable by the Owner is based on the value of 0.0899 hectare (899 square metres) of on-site dedication as appraised by Real Estate Services as of the day before the day the first above grade building permit is issued; and
- o. The City acknowledges that, if the Off-Site Parkland Conveyance is completed prior to the issuance of the first above-grade building permit for the site, then for the purposes of determining the value of the Owner's Off-Site Parkland Cost in relation to the Cash-in-Lieu Payment, the Owner's Off-Site Parkland Cost shall be increased or decreased from the date of the completion of the conveyance to the date of the issuance of the first above-grade building permit, in accordance with increases or decreases in the Non-Residential Building Construction Output Price Index for the Toronto Census Metropolitan Area, reported quarterly by Statistics Canada in Construction Price Statistics Publication 62-007-XPB or its successor.



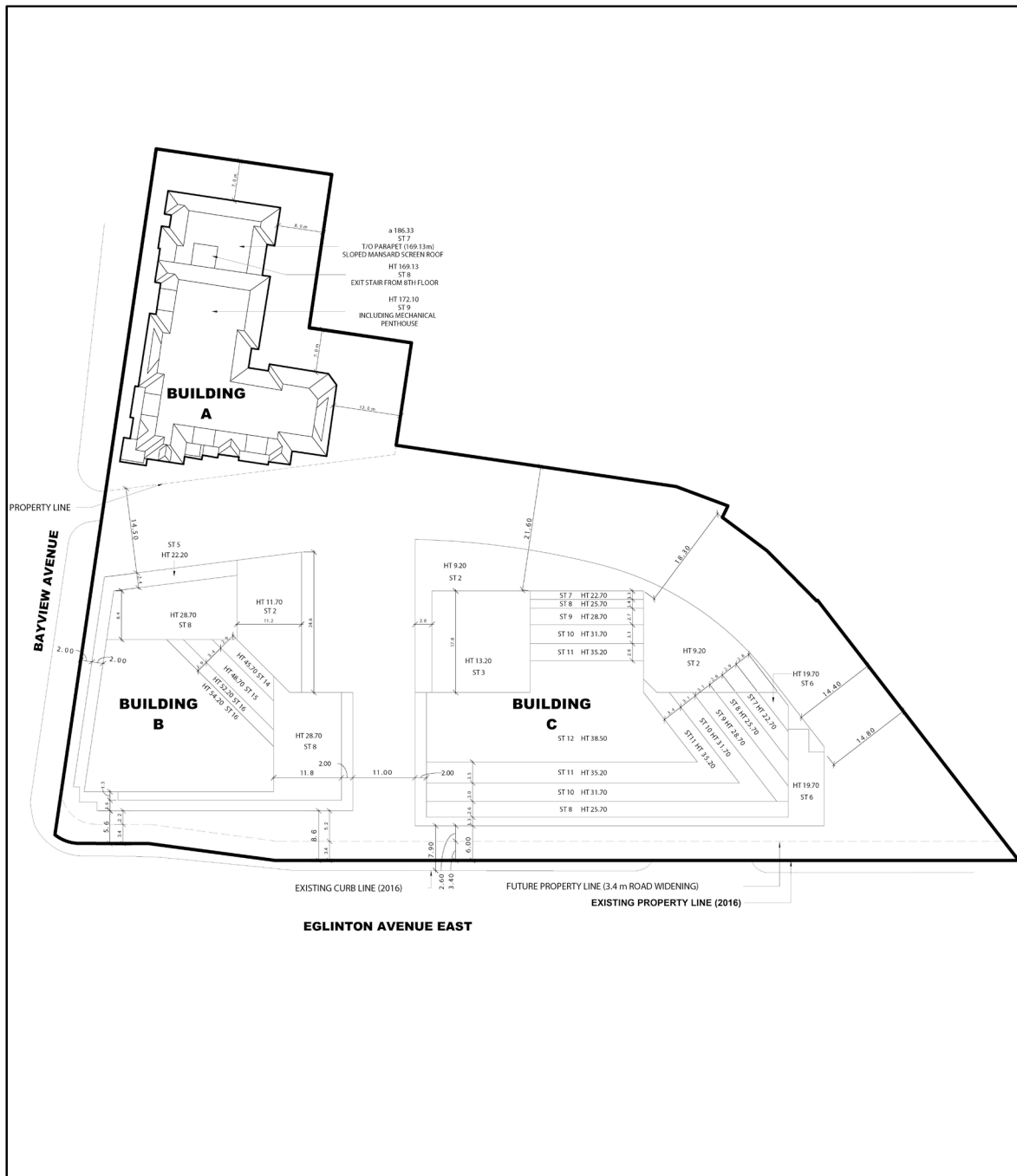
 **Toronto**
Schedule 1

660 Eglinton Avenue East and 1801 Bayview Avenue

File # 14 267342 NNY 26 02

 Lands Subject to Amendment


Not to Scale
05/12/2020



Toronto
Schedule 2

660 Eglinton Avenue East and 1801 Bayview Avenue

File # 14 267342 NNY 26 0Z

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Not to Scale
09/14/2020