

CITY OF TORONTO

BY-LAW 1289-2022(OLT)

To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2021 as 290 Old Weston Road.

Whereas the Ontario Land Tribunal, in its Decision and Order issued on June 22, 2022, in Tribunal File OLT-22-002172, in hearing an appeal under Section 34(11) of the Planning Act, R.S.O. 1990, c. P.13, as amended, ordered the amendment of Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2021 as 290 Old Weston Road; 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 in Schedule A of this By-law in return for the increase in height and density permitted on the aforesaid lands by By-law 569-2013, as amended; and

Whereas Schedule A of this By-law requires the owner of the aforesaid lands to provide certain facilities, services or matters and enter into an agreement or agreements between the owner of the land and the City of Toronto prior to the issuance of a building permit;

The Ontario Land Tribunal, by Order, amends By-law 569-2013 as follows:

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 amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands outlined by heavy black lines from a zone label of E (1.0) (x288) to a zone label of CR 1.0 (c0.5; r0.5) SS3 (x635) as shown on Diagram 2 attached to this By-law.

4. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number 635 so that it reads:

(635) Exception CR (635)

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 290 Old Weston Road, if the requirements of By-law 1289-2022(OLT) are complied with, a building or structure may be constructed, used or enlarged in compliance with Regulations (B) to (N) below:
- (B) Despite Regulations 40.5.40.10(1) and (2), the height of a building or structure is the distance between the Canadian Geodetic Datum of 123.69 metres and the elevation of the highest point of the building or structure;
- (C) Despite Regulation 40.10.40.10(3), the permitted maximum height of a building or structure is the number in metres following the letters "HT" as shown on Diagram 3 of By-law 1289-2022(OLT);
- (D) Despite Regulations 40.5.40.10(3) to (8) and (C) above, the following equipment and structures may project beyond the permitted maximum height shown on Diagram 3 of By-law 1289-2022(OLT):
- (i) equipment used for the functional operation of the building including electrical, utility, mechanical and ventilation equipment, enclosed stairwells, roof access, maintenance equipment storage, elevator shafts, chimneys, and vents, by a maximum of 6.5 metres;
 - (ii) architectural features, parapets, and elements and structures associated with a green roof, by a maximum of 3.0 metres;
 - (iii) building maintenance units and window washing equipment, by a maximum of 3.0 metres;
 - (iv) planters, landscaping features, ornamental elements, guard rails, and divider screens on a balcony and/or terrace, by a maximum of 3.0 metres; and
 - (v) trellises, pergolas, and unenclosed structures providing safety or wind protection to rooftop amenity space, by a maximum of 3.0 metres;
- (E) Despite Regulation 40.10.40.40(1), the permitted maximum gross floor area of all buildings and structures on the lot is 27,500 square metres, of which:

- (i) the permitted maximum gross floor area for residential uses is 25,500 square metres; and
 - (ii) the required minimum gross floor area for non-residential uses is 1,900 square metres, which may be constructed after the residential gross floor area;
- (F) The maximum permitted number of dwelling units on the lot is 370, of which:
 - (i) a minimum of 20 percent of the total dwelling units on the lot must contain a minimum of two-bedrooms; and
 - (ii) a minimum of 9 percent of the total dwelling units on the lot must contain a minimum of three-bedrooms;
- (G) The maximum permitted floor area of any storey above the height of 23.0 metres for Building 'A', as shown on Diagram 3 of By-law 1289-2022(OLT), measured from the Canadian Geodetic Elevation of 123.69, is 799 square metres;
- (H) For the purposes of this exception:
 - (i) the floor area of a storey located above a height of 23.0 metres is measured from the exterior of the main walls;
- (I) Despite Regulations 40.10.40.70(3) and 40.10.40.80(2), the required minimum building setbacks and the required minimum separation of main walls are as shown in metres on Diagram 3 of By-law 1289-2022(OLT);
- (J) Despite Regulations 40.10.40.60(1) to (9) and (I) above, the following elements may encroach into the required minimum building setbacks and main wall separation distances as follows:
 - (i) canopies and awnings, by a maximum of 2.5 metres; and
 - (ii) cornices, light fixtures, ornamental and architectural features, parapets, art and landscape features, patios, pillars, pergolas, trellises, balconies, terraces, eaves, window sills, planters, ventilation shafts, guardrails, balustrades, railings, stairs, doors, mechanical penthouse enclosures, wheelchair ramps, fences, covered walkways, screens, site servicing features, window washing equipment, bicycle parking facilities, and underground garage ramps and associated structures by a maximum of 1.5 metres;
- (K) Despite Regulation 40.10.50.10(3), no landscaping strip is required;

- (L) Despite Regulations 200.5.10.1(1) and 200.5.10.1(2), and Table 200.5.10.1, parking spaces must be provided in accordance with the following:
- (i) Resident requirement for a dwelling unit in an apartment building or mixed use building
 - (a) a minimum of 0 parking spaces for each dwelling unit;
 - (b) a maximum of 0.3 parking spaces for each bachelor dwelling unit up to 45 square metres and 1.0 for each bachelor dwelling unit greater than 45 square metres;
 - (c) a maximum of 0.9 parking spaces for each one-bedroom dwelling unit;
 - (d) a maximum of 1.0 parking spaces for each two-bedroom dwelling unit; and
 - (e) a maximum of 1.2 parking space for each three-bedroom dwelling unit;
 - (ii) Visitor requirement for a dwelling unit in an apartment building or mixed use building
 - (a) a minimum of 2.0 parking spaces plus 0.05 parking spaces per dwelling unit;
 - (iii) Requirement for Non-residential uses
 - (a) a minimum of 0 parking spaces; and
 - (b) a maximum of 1.0 parking space for each 100 square metres of gross floor area;
 - (iv) a minimum of two parking spaces for "car-share";
- (M) For the purposes of this exception:
- (i) "car-share" means the practice whereby a number of people share the use of one or more motor vehicles and such "car-share" motor vehicles are made available to at least the occupants of the building or short term rental, including hourly rental; and
 - (ii) "car-share parking space" means a parking space exclusively reserved and signed for a vehicle used only for "car-share" purposes;

- (N) Despite Clause 220.5.10.1, one Type 'G' loading space must be provided within Building 'A' and one Type 'B' loading space must be provided within Building 'B', as shown on Diagram 3 of By-law 1289-2022(OLT).

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

5. Despite any severance, partition or division of the lands, the provisions of this By-law shall apply as if no severance, partition or division occurred.
6. Section 37 Requirements:
- (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 attached to this By-law in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Schedule A attached to 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 attached to 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, 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.

Ontario Land Tribunal Decision and Order issued on June 22, 2022, in Tribunal File OLT-22-002172.

SCHEDULE A
Section 37 Requirements

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 whereby the owner agrees as follows:

Prior to the issuance of any building permit, the owner shall enter into an agreement or agreements to the satisfaction of the City Solicitor pursuant to Section 37 of the Planning Act as it read on the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020 came into force to secure the facilities, services or matters set out below.

The Owner shall enter into an agreement pursuant to Section 37 of the Planning Act, which agreement shall be registered on title to the subject lands, satisfactory to the City Solicitor to secure the following matters as community benefits and as a legal convenience to support the development:

in fulfillment of its Section 37 contribution, the owner of the Development Site (the "Owner") shall, as irrevocably determined by the Executive Director, Housing Secretariat, in their sole and unfettered discretion elect to require the Owner to either (the "Election"):

convey affordable rental housing units to a non-profit provider on the terms set out in Part 1.b. below (the "Affordable Housing Rental Units Conveyance"); or

provide the cash contribution to the City on the terms and conditions set out in Part 1.c. below (the "Cash Contribution")

Affordable Housing Rental Units Conveyance

should the Executive Director, Housing Secretariat elect to require the Affordable Housing Rental Units Conveyance then the Owner shall convey to the Luso Canadian Charitable Society ("Luso") or to another non-profit affordable housing provider selected by the City and approved by the Owner (the "Alternative Provider") (with the selected transferee to be referred to as the "Provider"), all eighteen (18) residential dwelling units and the central interior floor space located on the second storey of the residential building composed of 15,385 square feet (the "Affordable Housing Rental Units") at a price of \$915.61 per saleable square foot, representing a total value of approximately \$14,086,625 (the "Below-Market Sale Price"), as further reduced by an amount equivalent to the Open Door Program incentives, in accordance with the following:

- (i) the eighteen (18) Affordable Housing Rental Units will:

have a layout substantially in accordance with the sample second storey floor plans, as such are indicated within the settlement plans attached as Confidential Appendix B to the report (May 4, 2022) from the City Solicitor;

be designed as accessible and barrier-free, with standard unit finishes equal to the unit finishes in the other residential units in the remainder of the residential building;

include the conveyance for no extra cost of a total of three parking spaces (one standard and two barrier-free parking spaces) to the Provider;

include full access to, and use of, all indoor and outdoor amenities in the Development, at no extra charge, and on the same terms and conditions as any other resident of the remainder of the residential building, without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings;

include laundry facilities on the same basis as the other residential units in the remainder of the residential building; and

include access to permanent and visitor bicycle parking and bicycle lockers on the same terms and conditions as the other residential units in the remainder of the residential building;

contemporaneously with the Election, the Owner shall enter into an agreement of purchase and sale for the sale of the Affordable Housing Rental Units to the Provider and the City (with the City as a contingent transferee), which shall be subject to the following terms:

- (a) the City shall not be liable to pay any deposit, penalty, or liquidated damages to the Owner or the Provider in the event the City terminates the agreement of purchase and sale following Election for any reason, including failure of the Provider to close on the transaction, a lack of funding to complete the transaction, or the City being unsuccessful in identifying an Alternative Provider (for greater clarity, if the Non-Profit Provider fails to close on the transaction following the Election, the Owner shall have nonetheless satisfied the Section 37 Contribution required for the Development);

any timelines associated with the agreement of purchase and sale may be extended by mutual agreement of the parties;

the closing of the purchase transaction with any Provider shall be conditional on the Provider having entered into a municipal housing project facility agreement with the City to secure the financial assistance being provided, including the decreased value of the Affordable Housing Rental Units and the value of the Open Door Program incentives, if any, and to set out the terms of the operation of the new affordable rental

housing to be provided for a 99-year affordability period beginning from the date that each such unit is first sold to the Provider;

standard closing adjustments shall be made with respect to the Affordable Housing Rental Units sold to the Provider (for greater clarity, such adjustments shall not include upward adjustments for development charges, property taxes or other fees or charges associated with the City's Open Door Program); and

that the Owner shall be solely responsible and liable for remitting the Harmonized Sales Tax eligible on the Affordable Housing Rental Units, if the conveyance to the Provider and/or the City of Toronto are not to be eligible for any new housing rebates; and

the Below-Market Sale Price for the Affordable Housing Rental Units will be further reduced by an amount equivalent to the financial incentives provided to the Owner through the Open Door Program, and the Owner will enter into a municipal housing project facility agreement with the City to secure the Open Door Incentives being provided until the completion of the Affordable Housing Rental Units Conveyance;

Cash Contribution

If the City decides not to require the Affordable Housing Rental Units Conveyance, the Owner shall pay to the City a cash contribution of \$5,000,000.00 (Five Million dollars), upwardly indexed from the date of execution of the Section 37 agreement in accordance with the Residential Building Construction Price Index for the Toronto Census Metropolitan Area, payable to the City upon the later of:

- (i) issuance of the first above grade building permit in respect of the development; and

the City providing notice to the Owner of its decision to require the Cash Contribution.

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

- (A) Prior to Site Plan Approval, the Owner shall provide a Functional Servicing, Stormwater Management Report, and Hydrogeological Report, acceptable to the Chief Engineer and Executive Director, Engineering and Construction Services, in consultation with the General Manager, Toronto Water; should it be determined that improvements or upgrades are required to support the development, according to the Functional Servicing, Stormwater Management Report, and Hydrogeological Report, accepted by the Chief Engineer and Executive Director, Engineering and Construction Services, the Owner shall design and provide financial securities for any upgrades or required improvements to the existing municipal infrastructure

identified in the accepted Functional Servicing, Stormwater Management Report, and a Hydrogeological Report to support the development, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services;

Prior to Site Plan Approval, the Owner shall provide a Rail Safety and Noise and Vibration Report to the satisfaction of the Chief Planner and Executive Director, City Planning, that is to be peer reviewed at the sole expense of the Owner;

Prior to Site Plan Approval, the Owner shall provide financial contributions/payments in the form of a letter of credit/certified cheque and/or provide additional documentation for the implementation of a transportation demand management plan, to the satisfaction of the General Manager, Transportation Services, which provisions include, but are not limited to:

a minimum of two car-share parking spaces;

one car-share membership per unit, offered for the first year of occupancy; one

bike-share membership per unit, offered for the first year of occupancy;

one Presto card per unit, pre-loaded with the value of the a monthly pass, offered at the time of occupancy; and

a minimum of one bike repair station provided on-site;

Construction of the non-residential building (Building 'B', as shown on Diagram 3 of this By-law) shall commence immediately upon:

(i) commencement of construction of the residential building; and

the Delta Bingo driveway at 1799 St. Clair Avenue West, as such is generally depicted on the settlement plans, is opened as a public highway or the new public road/lane connection thereon is substantially constructed and public vehicular ingress and egress over it is legally permitted;

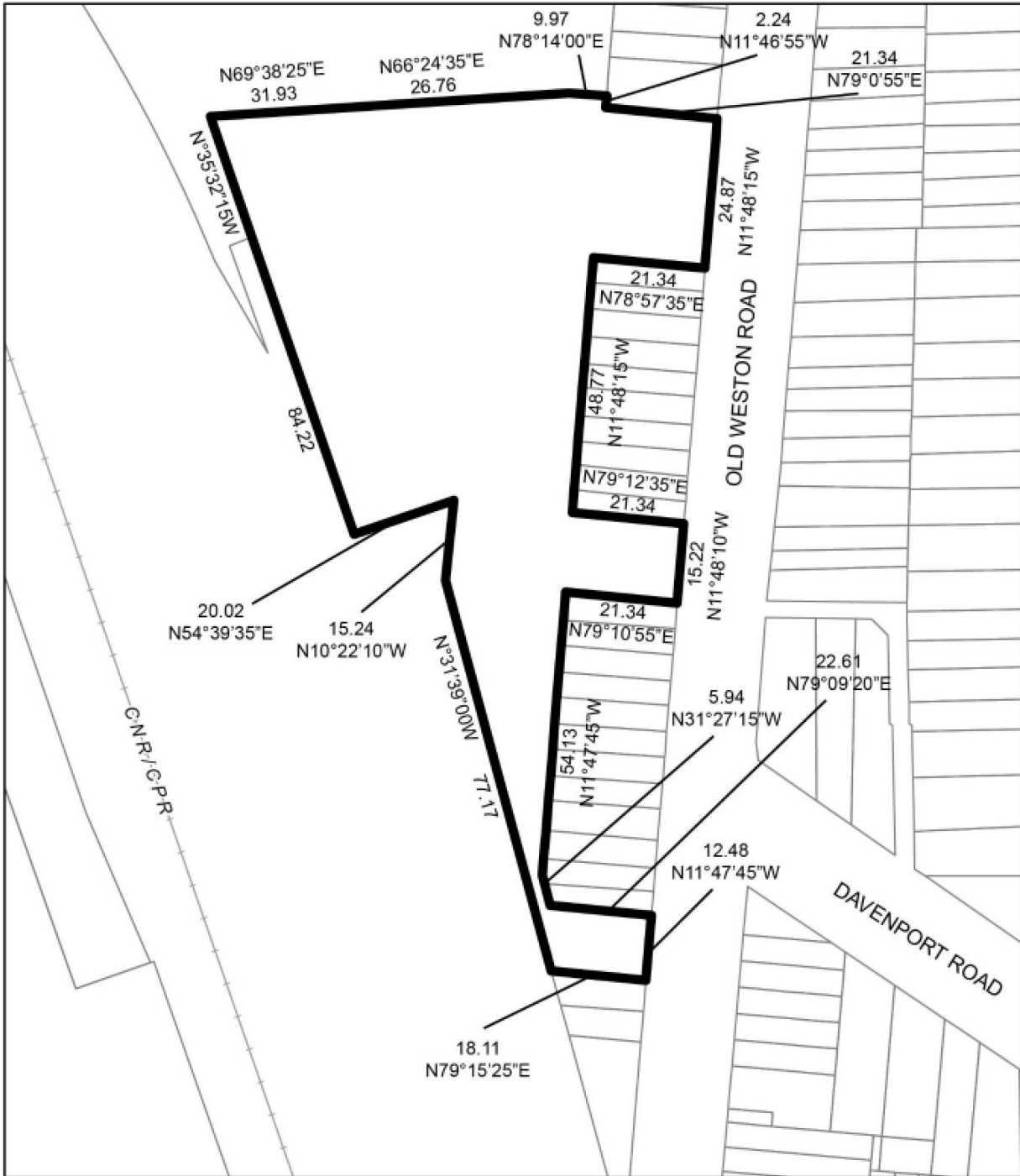
As part of the Site Plan application, City Council direct the Owner provide a Wind Study to the satisfaction of the Chief Planner and Executive Director, City Planning, with any required wind mitigation measures in the accepted Wind Study to be implemented at the sole expense of the Owner.

Prior to the issuance of the first above grade building permit, the owner shall convey to the City, pursuant to Section 42 of the Planning Act, the on-site dedication generally as shown on Confidential Appendix B to the report (May 4, 2022) from the City Solicitor, having a minimum size of 660 square metres, with the exact size, location and configuration of the on-site parkland dedication to be to the satisfaction of the General Manager, Parks, Forestry and Recreation.

The owner shall transfer the parkland requirements to the City in an acceptable environmental condition, free and clear, above and below grade, of all easements, encumbrances, and encroachments to the satisfaction of the General Manager, Parks, Forestry and Recreation.

Prior to the issuance of any building permit, the owner shall enter into an agreement to the satisfaction of the City Solicitor pursuant to Section 37 of the Planning Act as it read on the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020 came into force to secure the community benefits above.

Diagram 1



 **TORONTO**
Diagram 1

290 Old Weston Road

File #: 20 169194 STE 09 02

Diagram 2

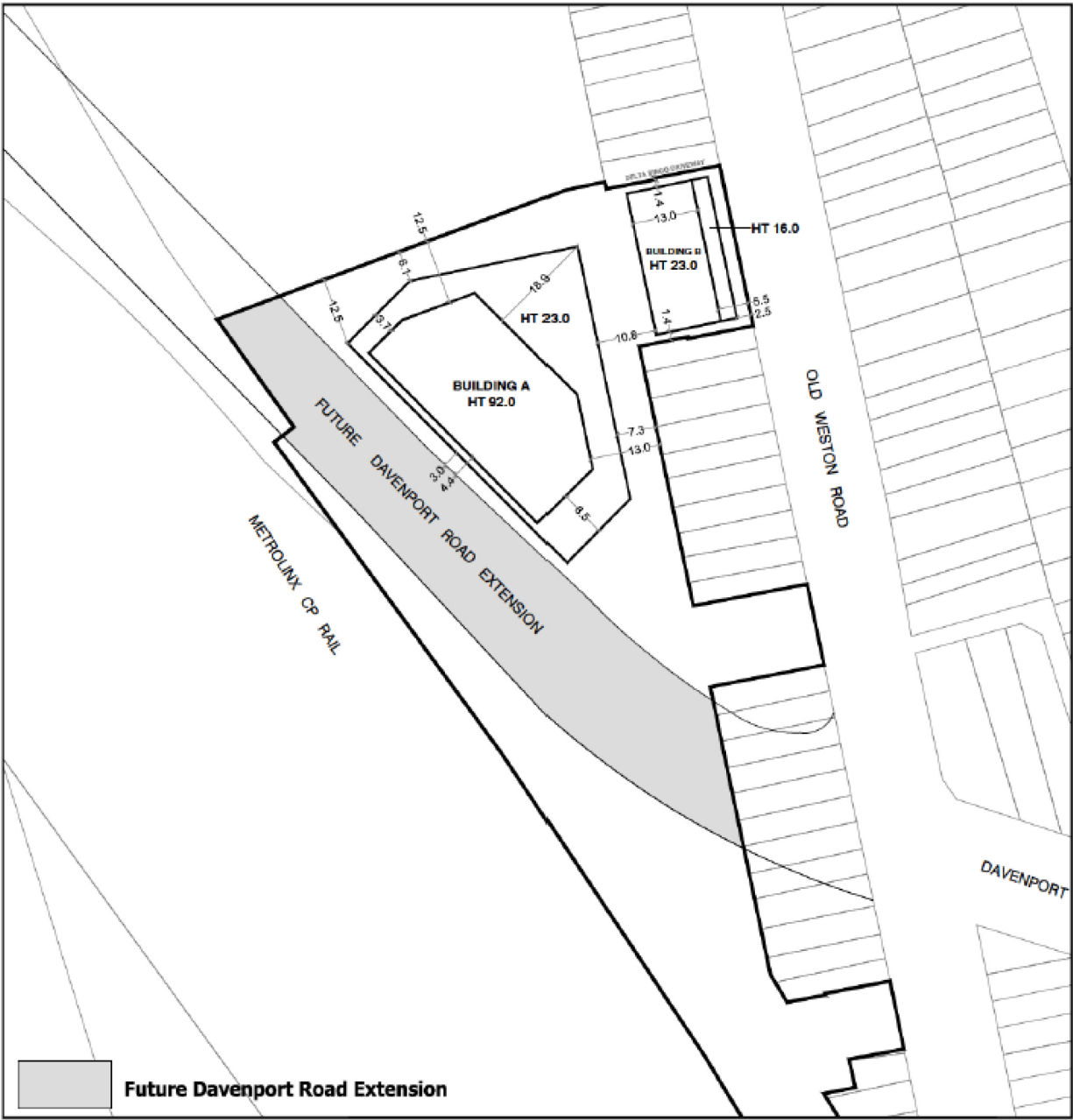


 **TORONTO**
Diagram 2

290 Old Weston Road

File #: 20 169194 STE 09 0Z

Diagram 3



Future Davenport Road Extension



290 Old Weston Road, Toronto

Diagram 3

File #19 _____

Not to Scale



City of Toronto By-law 569-2013