

Authority: Ontario Land Tribunal Decision and Order  
issued on August 9, 2022 in Tribunal Case OLT-21-001178

## CITY OF TORONTO

### BY-LAW 167-2023(OLT)

**To amend Zoning By-law 569-2013, as amended with respect to lands municipally known in the year 2021 as 954, 956 and 958 Broadview Avenue and 72 Chester Hill Road.**

Whereas the Ontario Land Tribunal pursuant to its Order issued August 9, 2022 in File OLT-21-001178 upon hearing an appeal under Section 34(11) of the Planning Act R.S.O. 1990, c. P.13, as amended deems it advisable to amend By-law 569-2013, as amended, for the City of Toronto with respect to lands municipally known as 954, 956 and 958 Broadview Avenue and 72 Chester Hill Road; and

Whereas Regulation of 1.5.6(2) of the City of Toronto Zoning By-law 569-2013, as amended, provides, that where such applies, it supersedes By-law 438-86, as amended for the former City of Toronto, By-law 6752, as amended, for the former Township of East York, and any predecessor zoning by-laws as are applicable; and

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

Whereas pursuant to Section 37 of the Planning Act, as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020 c.18 came into force, 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 provision of such facilities, services or matters as are set out in the by-law; and

Whereas subsection 37(3) of the Planning Act, as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020 c.18 came into force, provides that where an owner of lands elects to provide facilities, services or matters, in return for an increase in height or density of development, the municipality may require the owner to enter into one or more agreements with the municipality in respect of 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 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; and

Whereas pursuant to Section 39 of the Planning Act, the council of a Municipality 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;

By-law 569-2013, as amended, of the City of Toronto, is further amended by the Ontario Land Tribunal 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 990.11 respecting the lands outlined by heavy black lines to CR 2.7 (c2.7; r1.0) SS2 (x776), CR 2.5 (c0.5; r2.5) SS2 (x776), R(d0.6)(x138), R(d0.6)(x139) and ON(x25) 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 CR (x776) so that it reads:

**(776) Exception CR (x776)**

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 the lands municipally known in the year 2021 as 954, 956 and 958 Broadview Avenue, as shown as Parcel A on Diagram 3 of By-law 167-2023(OLT), if the requirements of Section 11 and Schedule A of By-law 167-2023(OLT) are complied with, a **building** or **structure** may be erected and used in compliance with (B) to (KK) below;
- (B) For the purpose of this exception, "Parcel A" is the parcel of land labeled as Parcel A on Diagram 3 of By-law 167-2023(OLT);
- (C) For the purposes of this exception, the **lot** comprises Parcel A and Parcel B as shown on Diagram 3 of By-law 167-2023(OLT);
- (D) Despite Regulation 40.10.40.40(1), the permitted maximum **gross floor area** of all **buildings** and **structures** on Parcel A is 13,600.00 square metres, of which:
  - (i) A minimum of 100.0 square metres of **gross floor area** must be provided for non-residential uses; and
  - (ii) A maximum of 13,500.0 square metres of **gross floor area** may be provided for residential uses;

- (E) The **gross floor area** required by (D)(i) above must be provided on the ground floor of the **building** and within a portion of the **building** facing the **lot line** abutting Broadview Avenue;
- (F) A maximum of 207 **dwelling units** are permitted on the **lot**;
- (G) A minimum of 15 percent of the total number of **dwelling units** on the **lot** must contain two or more bedrooms;
- (H) A minimum of 10 percent of the total number of **dwelling units** on the **lot** must contain three or more bedrooms;
- (I) In addition to the elements that reduce **gross floor area** listed in Regulation 40.5.40.40(3), the **gross floor area** of a **mixed use building** is also reduced by the area in the **building** occupied by a void in a floor if there is a vertical clearance of no more than 7.5 metres between the top of the floor below the void and the ceiling directly above it and provided such void is not located in a portion of a **building** or **structure** subject to height limits of 9.8 metres and 13.6 metres as shown on Diagram 4 of By-law 167-2023(OLT);
- (J) Regulation 40.10.20.100(21)(D) does not apply to an **outdoor patio** located within 30 metres of the easterly **lot line** abutting Broadview Avenue;
- (K) Despite all of Clauses 40.5.40.70, 40.10.40.70 and 40.10.40.80 the required minimum **building setbacks** and the required minimum separation distances between **main walls** of **buildings** or **structures** above ground is shown on Diagram 4 of By-law 167-2023(OLT);
- (L) Despite Regulation 5.10.40.70.(1) Clauses 40.5.40.60, 40.5.40.70, 40.10.40.60 and 40.10.40.70 and (K) above, the following elements of a **building** may encroach into a required minimum **building setback** and a required **main wall** separation distance as follows:
- (i) lighting fixtures, railings, planters, balustrades, bollards, stairs, roof access ladders, fences, guards, guardrails, retaining walls, ramp to underground garage and associated structures, wheel chair ramps or other facilities providing barrier free access, public art, patios and landscape features;
  - (ii) awnings and other similar shade devices including associated **structures** to a maximum of 3.0 metres;
  - (iii) balconies and canopies up to a maximum of 2.0 metres;
  - (iv) cornices, sills, eaves and non-structural architectural or ornamental features up to a maximum of 0.6 metres; and
  - (v) structures, elements and enclosures permitted by regulation (O) below;

- (M) Despite (L)(iii) above, balconies are not permitted to project beyond the southerly **main wall** of the that portion of the **building** subject to a height limit of 9.8 metres as shown on Diagram 4 of By-law 167-2023(OLT), with the exception of juliette balconies which may project a maximum of 0.5 metres from such southerly **main wall**;
- (N) Despite Regulation 40.10.40.10(2) the permitted maximum height of a **building** or **structure**, as measured between **established grade** and the highest point of the **building**, is the number following the HT symbol in metres as shown on Diagram 4 of By-law 167-2023(OLT);
- (O) Despite Regulations 40.5.40.10 (3), (4), (5), (6) and (7), 40.10.40.10(2) and (7) and (N) above the following **structures** and elements of a **building** may project beyond the maximum **building** height:
- (i) structures, elements and enclosures permitted by regulation (L) above;
  - (ii) **structures** on any roof used for outdoor **amenity space** or open air recreation, safety, noise and wind protection and/or mitigation purposes, trellis, awnings and other similar shade devices and associated structures, chimneys, vents, flues and stacks may exceed the permitted maximum **building** height by up to 3.8 metres;
  - (iii) stairs, stair enclosures, and roof top storage enclosure may exceed the permitted maximum building height by up to 2.9 metres;
  - (iv) parapets and a **green roof** may exceed the permitted maximum **building** height by up to 1.5 metres;
  - (v) terrace dividers, privacy screens and window washing equipment may exceed the permitted maximum building height by up to 2.2 metres; and
  - (vi) despite (ii) above, on that portion of a **building** subject to a height limit of 8.0 metres as shown on Diagram 4 attached to By-law 167-2023(OLT) a chimney may exceed the permitted maximum permitted **building** height by up to 9.0 metres;
- (P) Despite (O) above, projections above the permitted maximum **building** height of 50.5 metres as shown on Diagram 4 attached to By-law 167-2023(OLT) are limited to the following elements:
- (i) Parapets, vents, chimneys, stacks and flues up to a maximum of 1.2 metres;
  - (ii) Cooling tower exhaust hood up to a maximum of 1.8 metres and such element may only occupy a maximum of 6 percent of the roof area of that portion of the **building** subject to a height limit of 50.5 metres as shown on Diagram 4 attached to By-law 167-2023(OLT);

- (iii) Roof access hatch up to a maximum of 0.5 metres; and
- (iv) Screens surrounding such elements;
- (Q) For the purpose of this exception, stair enclosures, mechanical penthouses, and rooftop enclosures for storage are not considered a **storey**;
- (R) Despite Regulation 40.5.40.10(1) and (2), the height of a **building** or **structure** is measured from the Canadian Geodetic Datum elevation of 119.91 metres to the highest point of the **building** or **structure**;
- (S) For the purpose of this Exception, **established grade** is the Canadian Geodetic Datum elevation of 119.91 metres;
- (T) Despite (K), (L), (N) and (O) above, within the area identified as the Building Exclusion Zone on Diagram 4 of By-law 167-2023(OLT), no portion of a **building** or **structure** may be located between a height of 16.01 metres and 24.0 metres, as measured from **established grade**;
- (U) Despite Regulation 40.10.40.10(7), the permitted maximum number of **storeys** in a **building** is the number following the ST symbol as shown on Diagram 4 of By-law 167-2023(OLT);
- (V) Despite Regulation 40.10.40.10(5), the required minimum height of the first **storey**, as measured between the floor of the first **storey** and the ceiling of the first storey is 2.7 metres;
- (W) Despite Regulation 200.5.10.1(1) and Table 200.5.10.1 **parking spaces** must be provided and maintained on Parcel A in accordance with the following:
  - (i) A minimum of 0.35 **parking spaces** for each **dwelling unit** for residential occupants;
  - (ii) A minimum of 0.06 **parking spaces** for each **dwelling unit** for the use of residential visitors; and
  - (iii) **parking spaces** are not required for non-residential uses and a **dwelling unit** provided as a guest suite;
- (X) Despite Regulation 200.5.1.10(9), if the number of required **parking spaces** calculated in accordance with (W)(i) or (ii) above results in a number with a fraction, the number is rounded down to the nearest whole number;
- (Y) Despite Regulations 200.5.1.10(2) and 200.10.1(3)
  - (i) a maximum of 10 **parking spaces**, that are obstructed on one side in accordance with Regulation 200.5.1.10(2)(D), may have a minimum width of 2.6 metres; and

- (ii) a maximum of four **parking spaces** may have a minimum length of 5.4 metres;
- (Z) Despite Clause 200.15.1, accessible **parking space** must be provided in accordance with the following:
  - (i) An accessible **parking space** must have the following minimum dimensions:
    - A. Length of 5.6 metres;
    - B. Width of 3.4 metres; and
    - C. Vertical clearance of 2.1 metres.
  - (ii) The entire length of an accessible **parking space** must be adjacent to a 1.5 metre wide accessible barrier free aisle or path;
  - (iii) Accessible **parking spaces** may be a maximum of 14.0 metres from a passenger elevator that provides access to the first **storey** of the **building**;
- (AA) Despite regulation 220.5.20.1(1) a **driveway** to a **loading space** must have a minimum width of 3.5 metres, except where such **driveway** abuts a **lane**.
- (BB) Despite Regulation 230.5.1.10(4), if a stacked **bicycle parking space** is provided in a mechanical device where any portion of a bicycle is situated above or below any portion of an adjacent bicycle, the minimum required width of each such **stacked bicycle parking space** is 0.35 metres and the minimum required length is 1.6 metres;
- (CC) Despite Regulation 230.5.1.10(10), "long term" **bicycle parking spaces** and "short term" **bicycle parking spaces** may be located in a **stacked bicycle parking space**;
- (DD) Regulation 40.10.40.1(1) with respect to the location of commercial uses in a **mixed use building** does not apply;
- (EE) Regulation 40.10.40.1(2) does not apply with respect to the location of entrances and first floor elevation of the non-residential uses;
- (FF) Regulation 40.10.40.1(6) does not apply with respect to the location of pedestrian entrances;
- (GG) For the purposes of this exception, indoor **amenity space** may include a **dwelling unit** used exclusively for the purpose of a guest suite and communal areas used for co-working purposes.

- (HH) Despite Clause 40.10.50.10 landscaping and fencing must be provided as follows:
- (i) Fencing must be installed along the **lot line** of Parcel A that abuts a **lot** in the Residential Apartment Zone category or Residential Zone category, excluding Parcel B as shown on Diagram 3 attached to By-law 167-2023(OLT);
  - (ii) A minimum 1.5 metre wide strip of land used only for **landscaping** must be provided along the portion of Parcel A that abuts a **lot** in the Residential Zone category or Residential Apartment Zone category;
- (II) Regulation 40.10.90.10(1)(C) does not apply with respect to **loading space** location;
- (JJ) Clause 40.10.90.40 does not apply with respect to access to a **loading space**; and
- (KK) Clause 40.10.100.10 does not apply with respect to **vehicle** access.

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

5. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.2.10 Exception Number R (x138) so that it reads:

**(138) Exception R (x138)**

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 the lands shown as Parcel B on Diagram 3 of By-law 167-2023(OLT), if the requirements of Section 9 and Schedule A of By-law 167-2023(OLT) are complied with, the lands may be used and a **building** or **structure** may be erected and used in compliance with (B) to (C) below;
- (B) For the purpose of this exception, the **lot** comprises Parcel A and Parcel B as shown on Diagram 3 of By-law 167-2023(OLT);
- (C) Despite any regulation to the contrary, Parcel B as shown on Diagram 3 of By-law 167-2023(OLT) may only be used for and occupied by uses, **buildings** and **structures ancillary** to uses on Parcel A as shown on Diagram 3 of By-law 167-2023(OLT), which **ancillary** uses, buildings and **structures** are limited to: **driveways**, landscaping, walkways, garage ramps and related **structures**, equipment for the functional operation of a **building**, such as electrical, utility and mechanical equipment, including screens or related enclosures.

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

6. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.2.10 Exception Number R (x139) so that it reads:

**(139) Exception R (x139)**

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) For the purpose of this exception, the **lot** comprises Parcel C as shown on Diagram 3 of By-law 167-2023(OLT);
- (B) On the lands shown as Parcel C on Diagram 3 of By-law 167-2023(OLT), the lands may be used and a **building** or **structure** may be erected and used in compliance with (C) below; and
- (C) Despite any Regulation to the contrary, the **detached house** existing on Parcel C as shown on Diagram 3 of By-law 167-2023(OLT) as of April 1, 2022, as well as any **ancillary structures**, is permitted, provided that any future additions or alterations must comply with the requirements of By-law 569-2013, as amended, or be authorized by a Section 45 Planning Act minor variance.

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

7. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.41.10 Exception Number ON (x25) so that it reads:

**(25) Exception ON (x25)**

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) In addition to the permitted uses listed in Regulation 90.90.20.10(1), on the lands zoned ON, as shown on Diagram 2 of By-law 167-2023(OLT), the following uses are also permitted:
  - (i) any uses existing on the lands as of the date of the passing of By-law 167-2023(OLT), provided such uses are **ancillary** to uses existing on Parcel A as shown on Diagram 3 of By-law 167-2023(OLT) as of the date of the enactment of By-law 167-2023(OLT);
  - (ii) during construction of a **building** on Parcel A and Parcel B, as shown on Diagram 3 of By-law 167-2023(OLT), erected following the passing of By-law 167-2023(OLT), uses and **structures ancillary** to or associated with the construction of a **building** on Parcel A and Parcel B; and

- (iii) below ground construction tie-backs **ancillary** to a **building** on Parcel A as shown on Diagram 3 of By-law 167-2023(OLT).

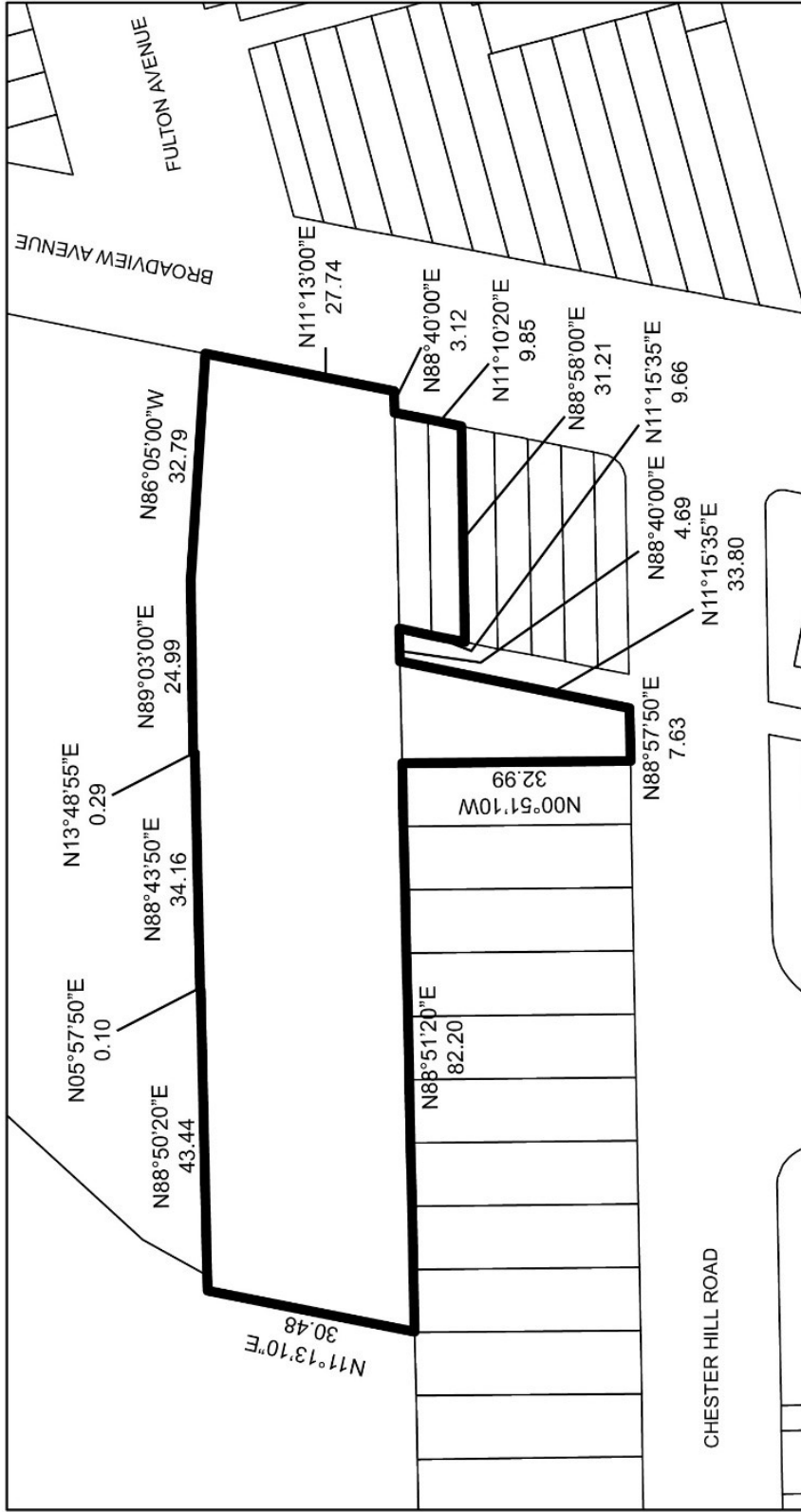
Prevailing By-laws and Prevailing Sections: (None Apply)

8. For a period not to exceed three (3) years from the date of this By-law coming into full force and effect, despite any Regulation of By-law 569-2013 as amended, the following uses are permitted on Parcel C, as shown on Diagram 3 attached to this By-law, uses or **structures ancillary** to or associated with the construction of a **building** on Parcel A and Parcel B, as shown on Diagram 3 attached to this By-law, including a construction office within the detached house existing on Parcel C in the year 2021 and none of the provisions of this By-law or By-law 569-2013, as amended, will apply to prevent such uses and **structures**.
9. By-law 438-86, as amended for the former City of Toronto, By-law 6752, as amended, for the former Township of East York, and any predecessor zoning by-laws do not apply to the lands shown on Diagram 1 of this By-law.
10. Notwithstanding any existing or future severance, partition or division of Parcel A and Parcel B as shown on Diagram 3 of this By-law, the provisions of this By-law and By-law 569-2013, as amended, shall apply to Parcel A and Parcel B as one **lot** as if no severance, partition or division had occurred.
11. Section 37 Provisions
- (A) Pursuant to Section 37 of the Planning Act, as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020 c.18 came into force, 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 of 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 hereof and which are secured by one or more agreements pursuant to Section 37(3) of the Planning Act, as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020 c.18 came into force, that are in a form and registered on title to the lands or portion thereof 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 must not use, or permit the use of, a **building** or **structure** erected with an increase in height and density pursuant to exception CR(x776) of By law 569-2013, as amended, unless the provisions of Schedule A of such By law are satisfied.

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

Ontario Land Tribunal Decision and Order issued on August 9, 2022 in Tribunal Case OLT-21-001178.

Diagram 1

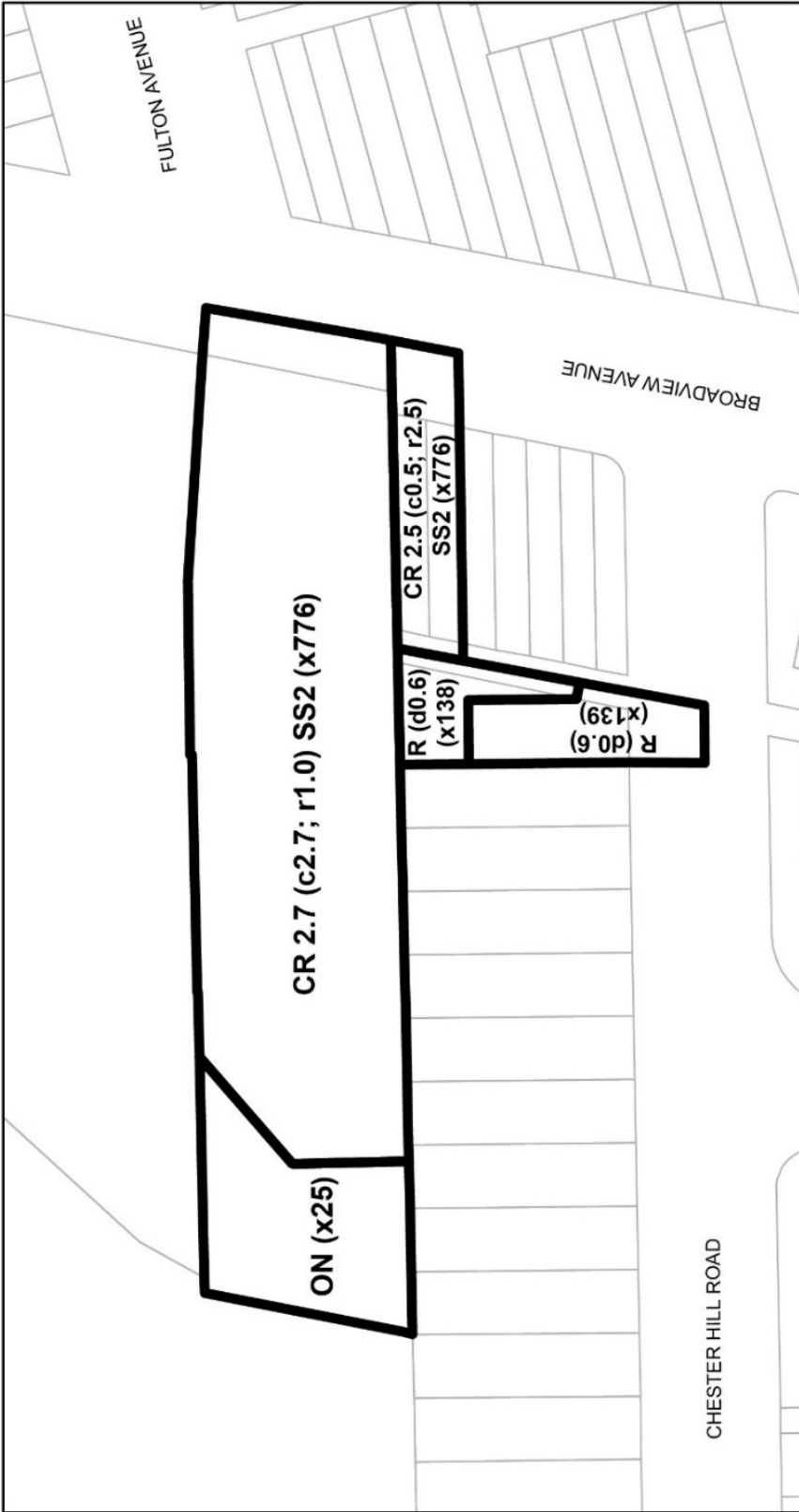


**954-958 Broadview Avenue &  
72 Chester Hill Road**  
File # 19 125893 STE 14 0Z



City of Toronto By-law 569-2013  
Not to Scale  
06/02/2022

Diagram 2

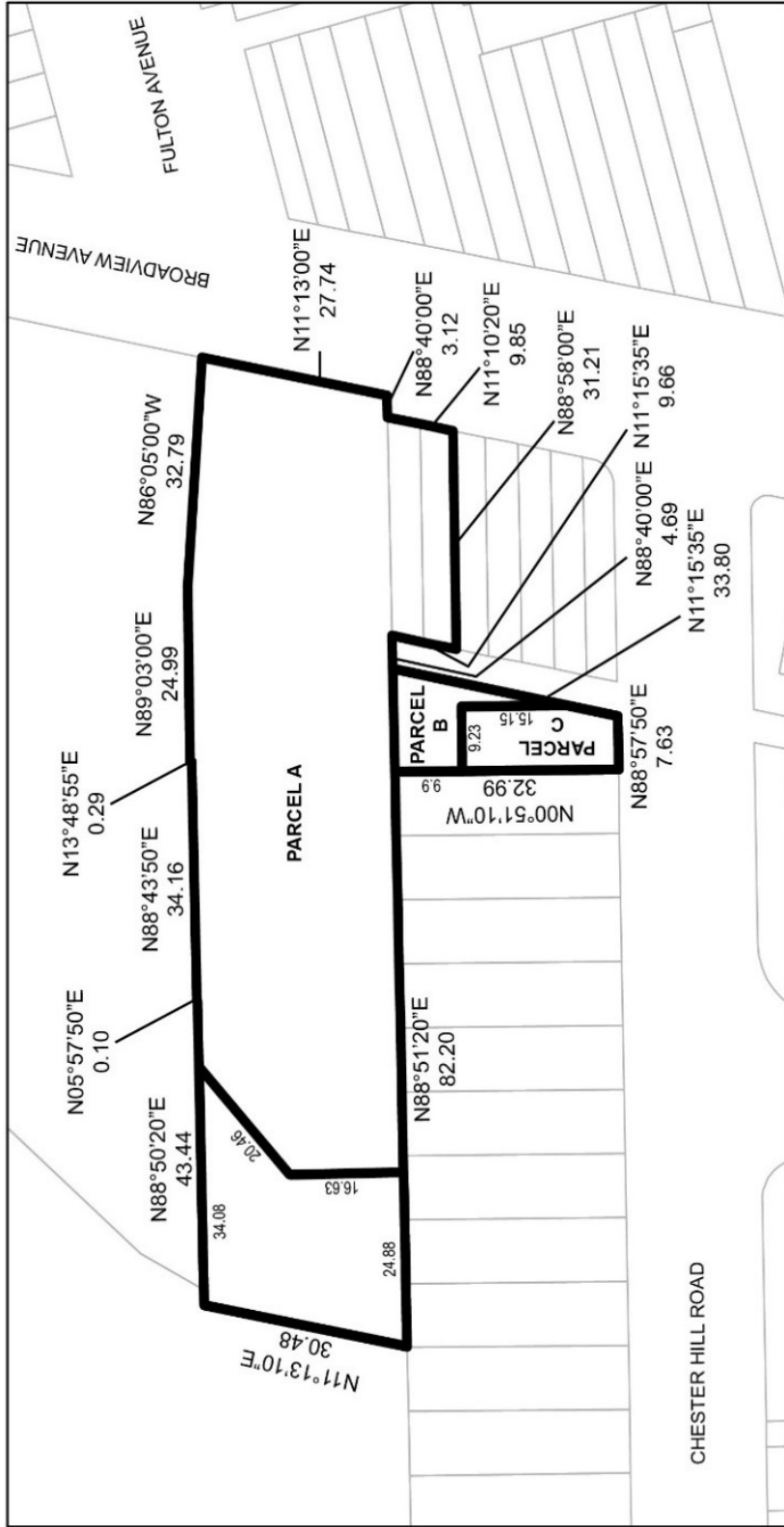


954-958 Broadview Avenue &  
72 Chester Hill Road  
File # 19 125893 STE 14 0Z



City of Toronto By-law 569-2013  
Not to Scale  
07/21/2022

Diagram 3

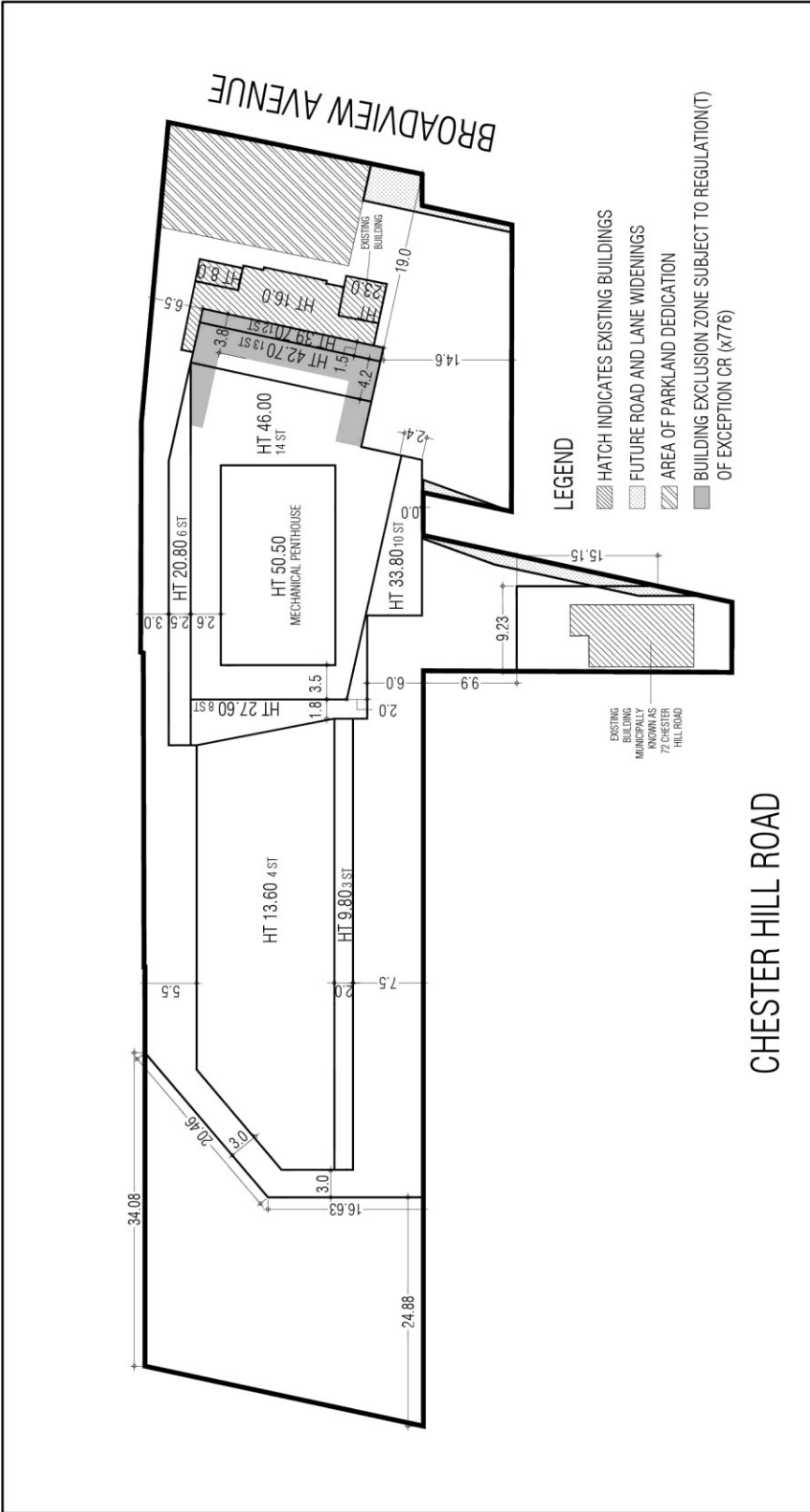


**Toronto**  
**Diagram 3**

**954-958 Broadview Avenue &  
 72 Chester Hill Road**  
 File # 19 125893 STE 14 OZ

↑  
 City of Toronto By-law 569-2013  
 Not to Scale  
 07/20/2022

Diagram 4



**954-958 Broadview Avenue &  
 72 Chester Hill Road**  
 File # 19 125893 STE 14 0Z

**Toronto**  
 Diagram 4

City of Toronto By-law 569-2013  
 Not to Scale  
 07/22/2022

**Schedule A**  
**Section 37 Provisions**

The facilities, services and matters set out below are required to be provided by the Owner at its expense to the City in accordance with one or more agreements pursuant to Section 37(3) of the Planning Act, as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020 c.18 came into force, ("**Section 37 Agreement**"), in a form satisfactory to the City with conditions providing for indexing escalation of both the financial contributions and letters of credit, development charges, indemnity, insurance, GST, HST, termination and unwinding, and registration on title to the lands, or portion thereof, and priority of agreement:

**Affordable Ownership Housing**

1. The Owner shall enter into assignable Agreement(s) of Purchase and Sale to convey eight (8) dwelling units within the proposed new 14-storey mixed use building (the "**Development**") for below-market value consideration (as described below), to Habitat for Humanity, (the "**Provider**"), with the City of Toronto as a contingent transferee, for the provision of affordable ownership housing as part of the Black North Initiative Homeownership Bridge Program, (the "**Affordable Ownership Units**") subject to the following terms and conditions:
  - (a) The Owner, the Provider and the City (as contingent transferee) shall enter into the Owner's standard form of residential condominium agreement and purchase and sale for the Development (the "**AHU APS(s)**") for the eight (8) Affordable Ownership Units within thirty (30) days of the later of: (a) the Owner being licenced with the Home Construction Regulatory Authority and Tarion; and (b) finalization for release of the disclosure statement for the Development, as required pursuant to the Condominium Act, subject to the following:
    - (i) The purchase price payable to the Owner for the eight (8) Affordable Ownership Units shall be \$3,300,000 (the "**Purchase Price**") subject to downward adjustment for the amount of development charges deferred in accordance with the HOAP Agreement, in accordance with paragraph 2, below (the "**Development Charge Deferral**");
    - (ii) The Owner shall pay all applicable land transfer taxes associated with the conveyance of the Affordable Ownership Units to the Provider;
    - (iii) The Owner shall be solely responsible and liable for remitting the Harmonized Sales Tax eligible on each of the units' conveyances, if the conveyances to the Provider and/or the City of Toronto are not eligible for any new housing rebates;
    - (iv) There shall be no closing adjustments made with respect to the eight (8) Affordable Ownership Units transferred to the Provider, other than adjustments for monthly occupancy fees or common expense fees and realty taxes for the year in which the final closing date occurs (adjusted

- and payable on either the interim occupancy or final closing date of the sale of each unit) and the adjustment to reflect the amount of the Development Charge Deferral;
- (v) The transfer of the Affordable Ownership Units to the Provider may occur in the absence of a signed Home Ownership Assistance Program delivery agreement ("**HOAP Agreement**"); and
  - (vi) The City shall have the right to assign the AHU APS(s) to another non-profit housing provider ("**City's Assignee**").
- (b) The eight (8) Affordable Ownership Units shall have a minimum total area of 520 square metres and shall include:
- (i) One (1) three-bedroom unit with a minimum unit size of 80 square metres; and
  - (ii) Seven (7) two-bedroom units, each with a minimum unit size of 56 square metres;
- (c) One (1) Affordable Ownership Unit shall be designed to be barrier free, in accordance with the Ontario Building Code, and to meet the City of Toronto Accessibility Design Guidelines and, without limiting the foregoing, shall have automatic doors for all amenity areas, building entrances and garbage rooms;
- (d) The Affordable Ownership Units shall be located on the second (2nd) and/or third (3rd) floors of the Development, with the specific location and layout to be to the satisfaction of the Owner;
- (e) The Affordable Ownership Units shall be constructed to a fully-finished condition, with appliances including washer and dryer, to a similar standard as the market units in the remainder of the Development;
- (f) Each Affordable Ownership Unit will have at least one operable window/door in addition to the entry door; and
- (g) The Affordable Ownership Units will be provided bicycle parking within the Development at nominal cost but will not be permitted to purchase a vehicular parking space.
2. No later than 180 days after this By-law permitting the Development becomes final and binding, or within such longer period of time as the City and the Owner may agree to, but in any case before Development Charges for the Affordable Ownership Units would otherwise be due, the Owner shall enter into a HOAP Agreement with the Provider and the City, to secure the Affordable Ownership Units for purposes of affordable ownership housing for a minimum affordability period of 99 years, beginning from the date that the Affordable Ownership Unit is first sold to an eligible purchaser (the "**Affordability Period**") on terms satisfactory to the City and inclusive of the following terms:

- (a) Requirement and timelines for the Provider to prepare a long term affordable ownership plan, outlining its method of ensuring that affordability will be maintained for the Affordability Period, to be provided to the satisfaction of the Executive Director, Housing Secretariat. The Provider will be responsible for administering the Affordable Ownership Plan, in the final form approved Executive Director, Housing Secretariat;
- (b) At least six months in advance of any new Affordable Ownership Unit being made available for occupancy, the Provider shall develop and implement an Owner/Occupant Access Plan in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat;
- (c) The deferral of development charges for the Affordable Ownership Units under the terms of the City's Home Ownership Assistance Program, such that the Owner shall not be obligated to pay to the City the otherwise payable Development Charges for the Affordable Ownership Units, (the "**Development Charge Deferral**"). Re-payment of such deferred Development Charges by the Owner shall occur if the Owner is unable to transfer the units for affordable housing in accordance with these terms, and thus the Owner is able to sell the units without restrictions;
- (d) The benefit of the Development Charge Deferral shall be secured by a charge against the Lands of equivalent amount, registered after the execution of the HOAP Agreement and prior to the date when Development Charges would otherwise be payable by the Owner to the City (the "**City Charge**"). The City Charge shall be postponed to and rank behind charges for preconstruction, construction and surety financings, easements for utilities and telecommunications and, and in the event the City Charge encumbers lands required in support of the Development to be transferred to the City or other government authority, such as the TRCA, the City shall provide a release and partial discharge;
- (e) The City Charge described above securing the Development Charge Deferral, shall be partially discharged forthwith from all but the Affordable Ownership Units upon the availability of a legal description for the said units;
- (f) The City Charge shall be discharged from each Affordable Ownership Unit upon a second charge being registered to secure the value of the Development Charge Deferral by the Provider or eligible purchaser, as the case may be, to the satisfaction of the City; and
- (g) The City Charge will be discharged forthwith if none of the Provider, the City or the City's Assignee enter into the AHU APS(s) for all of the Affordable Ownership Units, or if none of the Provider, the City or the City's Assignee complete the purchase of all of the Affordable Ownership Units in accordance with the terms of the AHU APS(s), and the Owner has both (1) repaid the

Development Charge Deferral loan and (2) paid the Affordable Housing Cash Contribution in accordance with paragraph 0, below, to the City.

3. The new Affordable Ownership Units shall be made ready and available for occupancy no later than the date by which 70 percent of the new dwelling units erected on the lands are available and ready for occupancy.
4. The Owner shall ensure that the condominium declaration, bylaws, and proposed rules provides all tenants of the Affordable Ownership Units with access to, and use of, all indoor and outdoor amenities in the Development at no extra charge; access to, and use of, these amenities shall be provided on the same terms and conditions as any other resident of the building without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings.
5. The Owner shall ensure that the condominium declaration, bylaws, and proposed rules provide all owners or residents of the Affordable Ownership Units with access to permanent and visitor bicycle parking/bicycle lockers on the same terms and conditions as any other resident of the building and in accordance with this By-law.
6. The common expense fees for the Affordable Ownership Units shall be reduced by 50 percent from the other market condominium units in the Development for the Affordability Period, which reduction will also be secured through an indemnity agreement to be entered into between the Owner, Provider and the City, all in accordance with the terms and conditions of the Section 37 Agreement.
7. The Owner shall provide an allowance to the Provider for legal expenses and window coverings associated with the Affordable Ownership Units, up to a maximum of \$10,000, subject to the provision of receipts by the Provider to the Owner for review and acceptance, acting reasonably, including the payment within a reasonable time, satisfactory to the Executive Director, Housing Secretariat. The resolution of any disputes shall be determined by the Executive Director, Housing Secretariat, in their discretion.
8. In the event that:
  - (a) the Owner, after employing reasonable commercial efforts:
    - (i) does not enter the HOAP Agreement with the Provider and the City in accordance with paragraph 0 above;
    - (ii) does not enter into the AHU APS(s) for all the Affordable Ownership Units; or
    - (iii) is unable to complete all the transfers to the Provider or the City's Assignee; or
  - (b) the City, in its sole discretion, chooses not to accept the transfers from the Owner or assign its rights, as contingent transferee in accordance with the AHU APS(s);

the Owner shall instead make a cash contribution to the City in the amount of \$2,000,000 to be used towards affordable housing ("**Affordable Housing Cash Contribution**").

9. The Affordable Housing Cash Contribution payment shall occur upon the issuance of the first Above-Grade Building Permit for the Development, if the HOAP Agreement is not executed by the parties. Alternatively, if the HOAP Agreement is executed by the parties, the Affordable Housing Cash Contribution shall be made the later of the following events: (a) the issuance of the first Above-Grade Building Permit, or (b) the first of the following two events, being either the failure of the Owner and Provider to enter into the AHU APS(s) for all of the Affordable Ownership Units in accordance with the terms set out herein, or the failure to complete the transfers of the Affordable Ownership Units to the Provider, the City or its assignee in accordance with the terms of the AHU APS(s); and the Affordable Housing Cash Contribution shall be indexed annually in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction price Statistics Publication 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement to the date of payment.
10. Forthwith following the registration of the Section 37 Agreement, the Owner shall register, to the satisfaction of the City Solicitor, a restriction against title to the Lands pursuant to Section 118 of the Land Titles Act, R.S.O. 1990, c. L.5 to restrict the transferring and/or charging of the Lands by the Owner, other than as may be consented to in writing by the Executive Director, Housing Secretariat, which consent shall not be unreasonably withheld and which for greater certainty, shall not be withheld to facilitate financing and development. The Section 118 Restriction shall be removed forthwith by the City upon any one of the following events occurring as required by these terms:
  - (a) The failure of the parties to execute the HOAP Agreement or to execute the AHU APS(s) for all of the Affordable Ownership Units;
  - (b) The registration of the City Charge securing the Development Charge Deferral; or
  - (c) Payment of the Affordable Housing Cash Contribution is paid in accordance with these terms.

### **Cash Contribution**

11. Prior to the issuance of the first building permit for the Development, subject to adjustments to timing satisfactory to the Owner and the City Solicitor, the Owner shall provide the following monetary contributions:
  - (a) A cash contribution of \$100,000, to be allocated to certain community benefits in the vicinity of the Property including towards the public design process of the Wonscotonach Park projects with the allocation of such funds to be determined by the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor; and

- (b) A cash contribution (certified cheque) in the amount of fifty thousand dollars (\$50,000), for public art to be located in the parkland dedication to commemorate the Chester School heritage building, to be installed at the time of above-base park improvements.

### **Conveyance of Ravine Lands to the TRCA**

- 12. Prior to the earlier of: (i) four years following the issuance of the first above-grade building permit for the Development (excluding demolition permits and any permits associated with heritage alterations and conservation); and (ii) condominium registration for the Development, subject to extensions related to seasonality satisfactory to the General Manager, Parks, Forestry and Recreation, the Owner shall convey the following to the Toronto and Region Conservation Authority ("**TRCA**"), at nominal cost:
  - (a) lands located below the Long Term Stable Top of Slope, 10 metres inland from the Long Term Stable Top of Slope and the negotiated dripline buffer (comprised of an area of approximately 577 square metres); and
  - (b) lands beyond the negotiated dripline buffer (comprised of an area of approximately 172 square metres);(collectively being the "**Ravine Lands**").
- 13. At the time of conveyance to the TRCA, the Ravine Lands shall be free and clear of physical and title encumbrances, subject to:
  - (a) encumbrances acceptable to the City Solicitor and the Toronto and Region Conservation Authority; and
  - (b) de-stressed tie-backs which may project up to a maximum of approximately 6.0 metres within the Ravine Lands and which will be subject to monetary compensation satisfactory to the TRCA, prior to the Ravine Lands' conveyance.
- 14. Any permanent building/structures will be setback a minimum of 3.0 metres from the boundary of the Ravine Lands, with the exception of:
  - (a) landscaping elements, including fencing; and
  - (b) balconies, which will be setback a minimum of 2.5 metres from the Ravine Lands.
- 15. The Owner shall submit a landscape restoration plan (the "**Ravine Restoration Plan**") as a condition of Site Plan Approval, to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the TRCA and Todmorden Mills Wildflower Preserve. Prior to the conveyance of the Ravine Lands, subject to the extensions for seasonality satisfactory to the Chief Planner and Executive Director, City Planning, the Owner shall complete the improvements shown on the Ravine Restoration Plan.

**Broadview Avenue Widening and Widening of City Lane**

16. Prior to the earlier of: (i) four years following the issuance of the first above-grade building permit for the Development (excluding demolition permits and any permits associated with the heritage alterations and conservation work); and (ii) condominium registration for the Development, subject to extensions relating to seasonality satisfactory to the Chief Planner and Executive Director, City Planning, the Owner shall convey to the City of Toronto the following road and lane widenings:
- (a) A widening of Broadview Avenue comprised of a 0.75 metre wide (approximate) strip of land along the frontages of 954-956 Broadview Avenue and 3.85 metre wide (approximate) strip of land along the frontage of 958 Broadview Avenue (collectively, the "**Broadview Avenue Widening**"); and
  - (b) A lane widening along the north-south public lane (east of 72 Chester Hill Road) including a widening along the west side of the lane (south portion) and transitioning to a widening along both sides of the lane (north portion) (collectively, the "**Public Lane Widening**"), with the width of the Public Lane Widening to be determined through the Site Plan Approval process in consultation with the General Manager, Transportation Services, in accordance with the terms and conditions of the Section 37 Agreement, to ensure minimal effect on the proposed future severance of the front portion of 72 Chester Hill Road;

The Broadview Avenue and Public Laneway Widenings shall be in the locations generally identified on Diagram 4 of the By-law, with the specific boundaries, configuration and dimensions to be determined through site plan approval for the Development.

17. The Owner shall convey the Broadview Avenue Widening and Public Laneway Widening to the City free and clear of physical and title encumbrances, other than encumbrances acceptable to the City Solicitor, and with the exception of tie-backs which may be permitted within the Broadview Avenue and Public Laneway Widenings.

**Heritage Conservation-958 Broadview**

18. Prior final site plan approval for the Development, the Owner shall provide the following, to the satisfaction of the Senior Manager, Heritage Planning:
- (i) final site plan drawings for the Development, pursuant to section 114 of the City of Toronto Act, 2006, substantially in accordance with the approved heritage conservation plan for 958 Broadview Avenue (the "**Conservation Plan**");
  - (ii) a lighting plan that describes how the exterior of 958 Broadview will be sensitively illuminated to enhance its heritage character, (the "**Lighting Plan**") which plan the Owner shall thereafter implement to the satisfaction of the Senior Manager, Heritage Planning;

- (iii) an interpretation plan that interprets the cultural heritage values of 958 Broadview (the "**Interpretation Plan**"), which the Owner shall thereafter implement to the satisfaction of the Senior Manager, Heritage Planning;
- (iv) a detailed landscape plan; and
- (v) a signage plan.

*Prior to Issuance of Permits:*

19. Prior to the issuance of any permit for heritage alterations or conservation or any Demolition or Building Permit in respect of 958 Broadview, the Owner shall provide the following, to the satisfaction of the Senior Manager, Heritage Planning:
- (i) building permit plans and drawings, including notes and specifications for the conservation and protective measures keyed to the Conservation Plan, and including a description of materials and finishes, prepared by the project architect and a qualified heritage consultant;
  - (ii) an unconditional and irrevocable Letter of Credit including provision for upwards indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage, to secure all work included in the approved Conservation Plan, Lighting Plan and Interpretation Plan (the "**Heritage Letter of Credit**"); and
  - (iii) full documentation of the Chester School Heritage Building and 958 Broadview, including two (2) printed sets of archival quality 8"x10" colour photographs with borders in a glossy or semi-gloss finish and one (1) digital set on a USB flash drive in tiff format and 600 dpi resolution keyed to a location map, elevations and measured drawings, and copies of all existing interior floor plans and original drawings as may be available.

*Release of the Heritage Letter of Credit*

20. The Heritage Letter of Credit and any monies drawn on it and held by the City, including interest earned thereon not applied by the City shall be returned to the Owner, upon the later of:
- (i) Provision of a letter of substantial completion prepared and signed by a qualified heritage consultant, confirming that the conservation work or portion thereof has been completed in accordance with the Conservation Plan, and/or that the work described in the Lighting Plan and Interpretation Plans has been completed in accordance with the Conservation Plan and that an appropriate standard of conservation has been maintained; and
  - (ii) Provision of replacement Heritage Easement Agreement photographs to the satisfaction of the Senior Manager, Heritage, Planning;

All to the satisfaction of the Senior Manager, Heritage Planning.

### *Heritage Plaque*

21. The Owner shall provide a heritage plaque from Heritage Toronto at its sole cost and expense to commemorate the Chester School heritage building located at 958 Broadview.

### **Matters of Legal Convenience**

#### **Local Community Consultation and Communication**

22. The Owner shall prepare and submit a construction management and communication plan, to the satisfaction of the Chief Planner and Executive Director, City Planning, which will address: the methods of and process for consultation and communication of all construction, parking and road occupancy impacts with local business improvement areas and resident associations in advance of any physical road modifications and ensuring that contractors are not obstructing sidewalks or roadways.

#### **72 Chester Hill Residential Lot**

23. The Owner shall make reasonable commercial efforts to sell the front portion of 72 Chester Hill Road, improved with the existing three-storey 72 Chester Hill house, (the "**72 Chester Residential Lot**") on the open market and acknowledges that the 72 Chester Residential Lot shall not be included in any future application for condominium under the Condominium Act, 1998 made in respect of the Development. It is acknowledged that the current zoning for the 72 Chester Residential Lot is reflected in the By-law for the Development, in keeping with the rest of the street.

#### **Parkland Contribution**

24. The Owner will prepare all documents for the conveyance of the following, which the City acknowledges shall collectively satisfy all requirements for parkland contribution and/or cash-in lieu of parkland in respect of the Development, including pursuant to section 42 of the Planning Act and the City's parkland dedication by-law (as reflected in Chapter 415 of the City's Municipal Code), as such may be amended or replaced from time to time:
  - (a) An onsite parkland dedication, having an area of not less than 240 square metres, in the location generally shown on Diagram 4 of this By-law (the "**Parkland Dedication**"), to be conveyed to the City, subject to the requirements set out in paragraphs 0 to 0 below, with the specific details of boundaries, dimensions and configuration of the Parkland Dedication to be determined, to the satisfaction of the General Manager, Parks, Forestry and Recreation through the Site Plan Approval process for the Development; and
  - (b) The conveyance of the area of approximately 172 square metres beyond the negotiated dripline buffer, as described in and in accordance with paragraph 0 to

the TRCA, in satisfaction of the remaining requirement for cash-in-lieu of parkland.

25. The Owner shall convey the Parkland Dedication to the City prior to the earlier of condominium registration for the Development or 36 months after the issuance of the first above-grade building permit for the Development (excluding demolition permits and any permits associated with the heritage alterations and conservation work), subject to seasonality extensions satisfactory to the General Manager, Parks, Forestry and Recreation, which will include Base Park Improvements and Above-Base Park Improvements.
26. The Owner shall design and construct the Above Base Park Improvements for the Parkland Dedication to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the Ward Councillor, and shall receive a development charge credit against the Parks and Recreation component of the Development Charges for the Development. The development charge credit shall be in an amount that is the lesser of the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, Parks Forestry and Recreation, and the Parks and Recreation component of development charges payable for the Development in accordance with the City's Development Charges By-law, as may be amended from time to time.
27. The Parkland Dedication shall be conveyed to the City free and clear of all encumbrances and encroachments, save and except for:
  - (a) tiebacks and such other encumbrances, if any, acceptable to the General Manager, Parks, Forestry and Recreation, in consultation with the City Solicitor; and
  - (b) subject to the Walkway Easement described in paragraph 28 and the Limiting Distance Agreement described in paragraph 0.
28. The conveyance of the Parkland Dedication shall be subject to the reservation of an approximate minimum 1.1 metre wide easement in favour of the Owner, with no requirement for compensation of the City, connecting Broadview Avenue to the front face of the Development (the "**Walkway Easement**"). The Walkway Easement shall provide for pedestrian access and emergency egress from the Development to Broadview Avenue and shall be maintained by the Owner and kept free and clear of physical obstructions, snow and ice, to meet Code requirements.
29. The Owner shall maintain the Parkland Dedication at its expense in a manner satisfactory to the General Manager, Parks, Forestry and Recreation, with details to be determined through Site Plan Approval for the Development, including provisions for protection and indemnification of the City in connection with the maintenance, to the satisfaction of the City Solicitor.
30. The Owner shall enter into and register on title a Limiting Distance Agreement with the City, for nominal consideration, to ensure a no-build zone over a 5.0 metre portion of the

Parkland Dedication (the "**Limiting Distance Area**") to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor.

### **Bird-friendly Window Treatment**

31. The Owner shall provide an enhanced level of bird-friendly window treatment for the Development through the following measures, with details of implementation to be determined and secured through the Site Plan Approval process for the Development:
- (a) Use of a combination of the following strategies to treat a minimum of 90 percent of all exterior glazing within the greater of: (i) the first 23 metres of the Development located above grade; or (ii) the height of the mature tree canopy:
    - (i) Visual markers (with strong contrast) of 5 millimetres or greater in diameter to the first surface of glass with a maximum spacing of 50 millimetres by 50 millimetres; and/or
    - (ii) Non-reflective glass (includes acid etch, full cover ceramic frit or texture); and
  - (b) Provision for visual markers on the following areas:
    - (i) Balcony railings and fly-through conditions; and
    - (ii) On elevation(s) of the Development facing the natural areas (Todmorden Mills Environmentally Significant Area and the Don Valley).

### **Shade Tree Planting**

32. The Owner shall provide for the planting of large shade trees along the south property line, between the Development and the adjacent single detached houses along Chester Hill Road, to ensure maximum privacy and mitigation of overlook concerns, with the details of implementation of such plantings to be determined at and through the Site Plan Approval Process to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor.