

**362 Wallace Ave –Draft Plan of Subdivision Application
– Final Report**

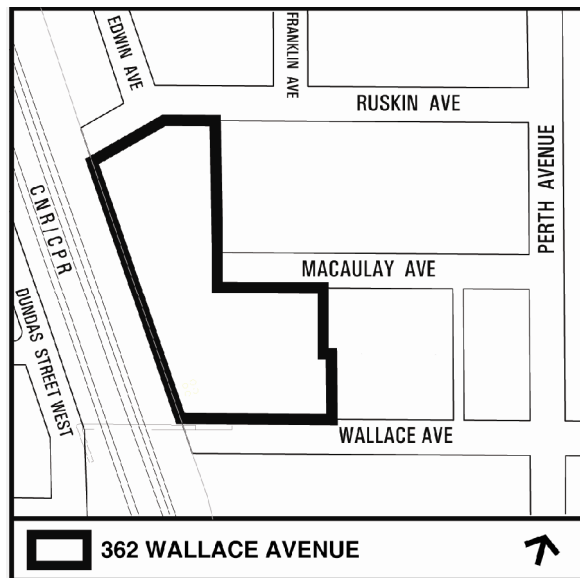
Date:	November 13, 2013
To:	Planning and Growth Management Committee
From:	Chief Planner and Executive Director, City Planning Division
Wards:	Ward 18 – Davenport
Reference Number:	P:\2013\Cluster B\PLN\PGMC\PG13092 (11 286680 STE 18 SB)

SUMMARY

This application proposes a new public road running north/south generally from the southern terminus of Edwin Avenue to Wallace Avenue, an extension of Macaulay Avenue to the new road, and the creation of 4 development blocks. Two blocks will be used for residential uses, one will be used for industrial uses and the fourth will be used for a new community facility.

This report advises that the Chief Planner intends to approve the Draft Plan of Subdivision subject to appropriate conditions of approval.

This site is also the subject of a Request for Direction report, on the same agenda of the Planning and Growth Management Committee, which will address the Official Plan and Zoning Amendment applications which have been appealed to the Ontario Municipal Board.



RECOMMENDATIONS

The City Planning Division recommends that:

1. In accordance with the delegated approval under By-law 229-2000, as amended, City Council be

advised that the Chief Planner and Executive Director, City Planning intends to approve the draft plan of subdivision as generally illustrated on Attachment 1 to the report dated November 13, 2013 subject to:

- a. the conditions as generally listed in Attachment 2 to the report dated November 13, 2013, which except as otherwise noted must be fulfilled prior to final approval and the release of the plan of subdivision for registration; and
- b. any such revisions to the proposed subdivision plan or any such additional modified conditions as the Chief Planner and Executive Director, City Planning Division may deem to be appropriate to address matters arising from the on-going technical review of this development.

Financial Impact

The recommendations in this report have no financial impact.

DECISION HISTORY

The Preliminary Report for the Official Plan and Zoning Amendment applications, as well as the Subdivision application was adopted by the Planning and Growth Management Committee on January 5, 2012. The report can be found here:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2012.PG10.7>

This site was referenced in the report dated October 23, 2012 regarding the Official Plan Review and the Municipal Comprehensive Review. This report can be found here:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2012.PG19.5>

The conversion of a portion of this site from *Employment Areas* to *Neighbourhoods* is also discussed in the report from the Chief Planner and Executive Director, City Planning Division about the Municipal Comprehensive Review which was submitted to the November 21, 2013 meeting of the Planning and Growth Management Committee meeting.

A Request for Direction report on the Official Plan and Zoning Amendment applications for this site is on the same Planning and Growth Management Committee agenda (December 4, 2013) as this Final Report on the Subdivision application. These two reports should be considered concurrently.

ISSUE BACKGROUND

Proposal

The application is to permit the construction of 167 stacked townhouses, 20 non-residential condominium units, a new public road, an extension to Macaulay Avenue and a new community facility at 362 Wallace Avenue.

The new road to be named Sousa Mendes Street, runs north/south generally from the southern end of Edwin Avenue to Wallace Avenue. Macaulay Avenue will be extended westward to meet up with Sousa Mendes Street. On the west side of Sousa Mendes Street are 20, 2-storey non-residential condominium units with underground parking for 40 vehicles. The underground parking is accessed from Ruskin Avenue, between the community facility and the West Toronto Railpath. These units front onto the new street, back onto the West Toronto Railpath, and will contain uses such as office, small scale retail, workshops and studios. These units are permitted under the current Official Plan designation and the current zoning.

On the east side of Sousa Mendes Street are 167 stacked townhouse units, 13 metres in height arranged in blocks of 13-21 units, 3 blocks of which are located north of the Macaulay Avenue extension and 6 blocks located south of the extension. All the townhouses face either north or south, with those on the perimeter of the blocks facing the streets and those on the interior of the site facing pedestrian walkways. All 179 resident parking spaces are provided underground with driveway access off Wallace Avenue. Twenty-two visitor parking are proposed to be located below grade and nineteen new on-street parking spaces are located along Sousa Mendes Street.

A 475 square metre community facility is proposed to be located at the northwest corner of the site, at the end of Ruskin Avenue. This community facility, and the land on which it sits will be owned by the City of Toronto, although the centre will be operated by a non-profit agency on behalf of the City.

As part of the development the stairs on the east end of the Wallace Street pedestrian bridge will have to be relocated. The existing stairs will be maintained while the new stairs are built, and the bridge will remain open during construction.

Site and Surrounding Area

The irregular shaped site was previously used as a paint factory. All the buildings on the site have been demolished and site remediation has taken place, details of which are discussed in the Phase I Environmental report submitted with the application. The site is located on the east side of the Lower Galt Subdivision rail line, between Ruskin and Wallace Avenues.

North: To the north of the site, on the north side of Ruskin Avenue is the Toronto Hydro Junction Substation (*Employment Areas* in the Official Plan) and low scale, semi-detached houses which are designated *Neighbourhoods*.

East: To the east of the site are detached and semi-detached houses fronting on Ruskin, Macaulay and Wallace Avenues, all of which are designated *Neighbourhoods* in the Official Plan.

South: To the south of the site, on the south side of Wallace Avenue is a converted industrial building containing 38 residential units and a new townhouse development with 134 units, all designated *Neighbourhoods* in the Official Plan.

West: To the west of the site is the West Toronto Railpath and the Lower Galt Subdivision rail line which contains both the GO Milton line and the GO Georgetown line.

Provincial Policy Statement and Provincial Plans

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS sets the policy foundation for regulating the development and use of land. The Growth Plan for the Greater Golden Horseshoe provides a framework for managing growth in the Greater Golden Horseshoe. City Council's planning decisions are required by the *Planning Act*, to conform, or not conflict, with the Growth Plan for the Greater Golden Horseshoe.

Official Plan

The site is currently designated *Employment Area* in the Official Plan. The Request for Direction report for this site recommends that the designation be revised to *Neighbourhoods* and *General Employment Area*.

Zoning

Under former City of Toronto Zoning By-law 438-86 the site zoned as I2 D2. This allows a variety of industrial uses up to a density of 2 times the area of the lot with a height limit of 14 metres. No residential uses are permitted in areas zoned Industrial. The Request for Direction report recommends that residential uses be permitted on the two blocks east of the new public road.

Site Plan Control

An application for Site Plan Control was submitted on April 12, 2013 and is under review. The Site Plan Control application has not been appealed to the Ontario Municipal Board.

Municipal Comprehensive Review

This project was reviewed within the context of the Municipal Comprehensive Review. The results of the Municipal Comprehensive Review were outlined in the report from the Chief Planner and Executive Director, City Planning Division which was submitted to the November 21, 2013 meeting of the Planning and Growth Management Committee meeting.

Reasons for Application

The Draft Plan of Subdivision application facilitates the creation of the proposed new lots, public street and extensions.

Community Consultation

A Community Consultation meeting was held on February 28, 2012 at St. Luigi Catholic School. The applicant, the local Councillor, planning staff and approximately 60 members of the public attended. After presentations by planning staff and the applicant the following concerns and questions were raised by the public: the uses that would be

permitted in the light-industrial units, garbage collection, the programming of the community facility, the provision of open space on the site, the amount of parking, the location of the garage ramp and access to the pedestrian bridge while it is under construction.

Two meetings were also subsequently held on-site to talk about the alterations to the Wallace Street pedestrian bridge and the interface between the development and the West Toronto Railpath.

Agency Circulation

The application was circulated to all appropriate agencies and City divisions. Responses received have been used to assist in evaluating the application and to formulate appropriate conditions of Draft Plan Approval.

COMMENTS

Provincial Policy Statement and Provincial Plans

The proposal is consistent with the PPS and it does not conflict with the Growth Plan for the Greater Golden Horseshoe.

Land Use

The proposal includes a new public road, and extension of an existing public road and the creation of 4 development blocks. The new public road completes the road network in this part of the neighbourhood, and it will link Ruskin, Macaulay and Wallace Avenues thereby eliminating 3 dead end streets.

Blocks 1 and 2 will be used for residential uses in the form of stacked townhouses. They will be accessed via a ramp on Wallace Avenue, and the two blocks are attached with a tunnel that runs under Macaulay Avenue. Block 3 will be used for non-residential uses including offices, studios, workshops, and small scale retail. Access to Block 3 will be at the north end of the block from Ruskin Avenue. Block 4 will be conveyed to the City and will be used for a small community facility that will be operated by a non-profit agency. Through the Municipal Comprehensive Review, and a detailed review of the proposal itself, these land uses have been deemed appropriate.

Additional details about the proposed uses, built form, massing, traffic, parking, the Toronto Green Standard and Section 37 benefits can be found in the Request for Direction report for the Official Plan and Zoning Amendment applications.

Draft Plan of Subdivision Conditions

Attachment 2 outlines both the standard and site specific conditions that will be satisfied by the applicant including the entering into a Subdivision Agreement. The matters secured by the conditions include the construction and conveyance of the new public street and the extension of Macaulay Avenue, the payment of all fees, and the granting of easements among other matters.

Conclusion

Staff recommend that in accordance with the delegated approval under by-law 229-2000, as amended, City Council be advised that the Chief Planner and Executive Director, City Planning intends to approve the draft plan of subdivision. The proposed land division completes the road system in the neighbourhood and creates appropriate blocks for both residential and non-residential uses.

CONTACT

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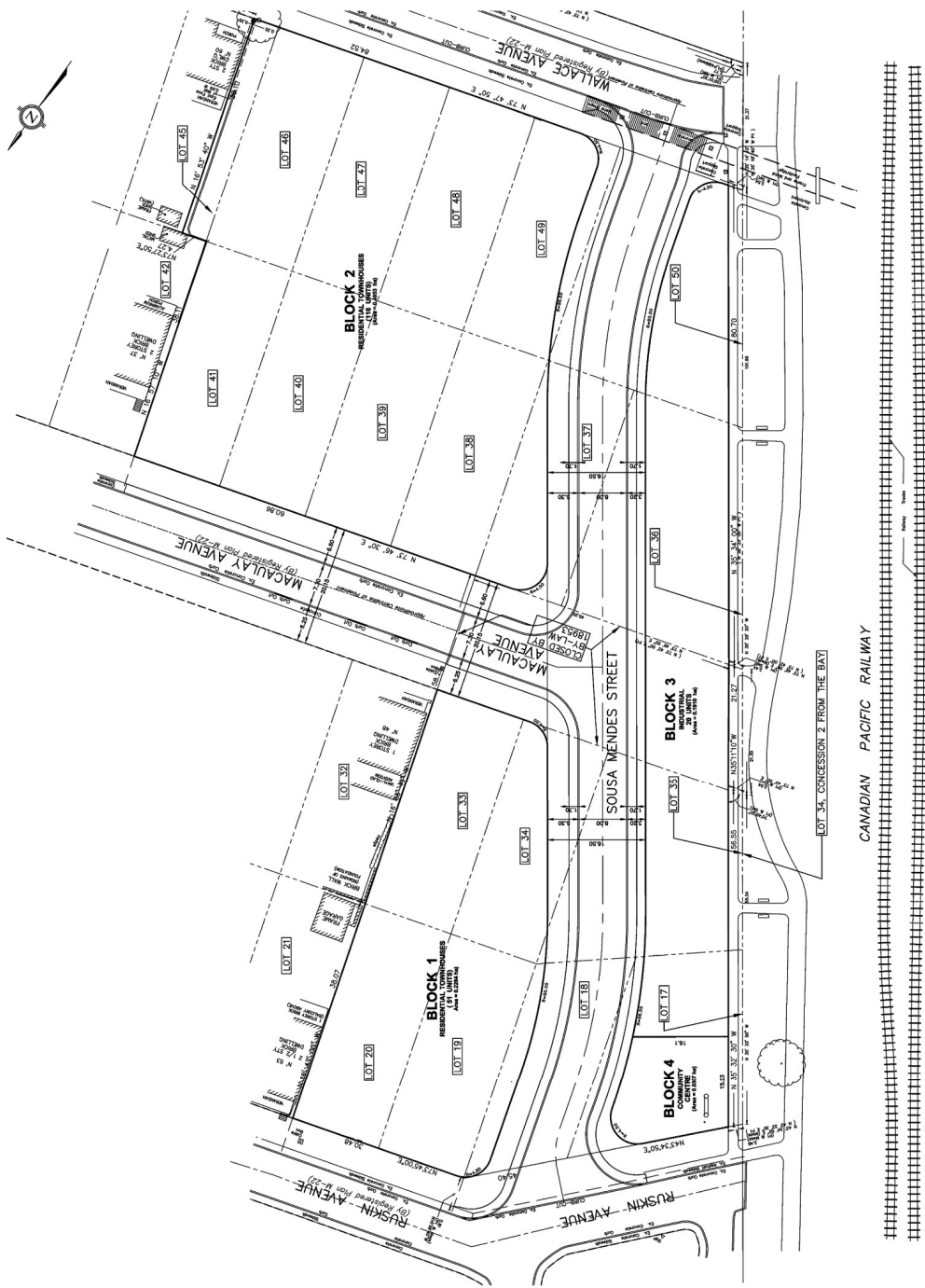
SIGNATURE

Jennifer Keesmaat, M.E.S., MCIP, RPP
Chief Planner and Executive Director
City Planning

ATTACHMENTS

Attachment 1: Draft Plan of Subdivision
Attachment 2: Conditions of Draft Plan of Subdivision

Attachment 1: Draft Plan of Subdivision



362 Wallace Avenue

File # 11_286663 0Z

Draft Plan of Subdivision

Applicant's Submitted Drawing

Not to Scale
10/18/2013

Attachment 2: Conditions of Draft Plan of Subdivision

The owner shall:

1. Enter into the City's standard Subdivision agreement and satisfy all of the pre-registration conditions contained therein (required in most cases to secure the construction of the provision of municipal services, parkland, planning issues related to warning clauses etc.).
2. Provide to the Director of Community Planning, Toronto and East York District, confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to section 40 of the assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
3. Acknowledge that, if the subdivision is not registered within 5 years of the date of draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.
4. Construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of PG32.3 of the Planning and Growth Committee.
5. Dedicate all roads, corner roundings, and road widening shown on the plan.
6. Convey all necessary easements (*internal and external*) to the City.
7. Apply stormwater management techniques in the development of this subdivision to the satisfaction of Engineering & Construction Services.
8. Pay engineering review and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
9. Pay all fees under the Transfer of Review Program to obtain the Environmental Certificate of Approval from the Ministry of the Environment for the construction of all sewer and water infrastructure required to service the Plan of Subdivision.
10. Pay for all costs associated with on-street signage and pavement markings for this development proposal.

11. Submit financial security in accordance with the terms of standard subdivision agreements.
12. Pay for all costs associated with the construction of the proposed new streets and any alterations required to existing streets, including reconstruction of the stairs to the bridge over the rail corridor and the proposed vehicular tunnel under the Macaulay Avenue extension.
13. Agree to the following requirement in connection with the new tunnel:
 - A. Prior to construction the owner is to make a separate application to the General Manager of Transportation Services for a Tunnel Licence Agreement in respect of the proposed tunnel connection under the new Macaulay Avenue extension, such agreement to be subject to an annual fee for use of the tunnel.
 - B. Prior to the issuance of a building permit for construction of the underground tunnel (“Tunnel Structure”) which will encroach below the public road, as conveyed, retain a qualified and experienced structural engineer to undertake the following responsibilities respecting the design and construction of those portions of the Tunnel Structure to be located below any part of the public right-of-way.
 - a. To review and prepare the detailed design drawings and specifications (“Design Drawings”) in respect of the components of the Tunnel Structure to:
 - i. ensure that the design of the Tunnel Structure complies with the Canadian Highway Bridge Design Code (CAN/CSA S6-00) for highway loading purposes, as amended, superseded or replaced from time to time, including allowance for impact factors and has such additional strength as the structural engineer considers appropriate to support the public road and any structural loading imparted on it, including its construction and maintenance during the life expectancy of the public road and Tunnel Structure; and
 - ii. ensure that the roof of the Tunnel Structure contains an adequate roof drainage system and is waterproofed with an appropriate membrane and protected against damage from the use and maintenance of the public road, including but not limited to tree root growth so as to prevent water penetration into the Tunnel Structure from the public road and adjacent land;

- b. To review and recommend the approval of the necessary construction specifications for the Tunnel Structure;
 - c. To maintain records of all phases of the construction of the Tunnel Structure and upon completion advise the Executive Director, Engineering & Construction Services, of all construction changes and final measurements thereof and to prepare and submit final “as-constructed” Design Drawings of the Tunnel Structure in the form required by the Executive Director, Engineering & Construction Services; and
 - d. Following construction of the Tunnel Structure, to furnish the Executive Director, Engineering & Construction Services, with a certificate stating that the work has been completed in accordance with the Design Drawings and that, in the opinion of the Tunnel Consultant, the Tunnel Structure will support the public road including its construction and maintenance during the life expectancy of the public road and Tunnel Structure.
- C.** The Owner shall, at its expense and in the same manner and to the same extent as a prudent owner, maintain and operate all structures and building elements within and related to the Tunnel Structure and keep the same in good and substantial repair in a manner and quality consistent with a first-class downtown residential parking access tunnel and in the event of damage to or destruction of the Tunnel Structure, repair or reconstruct the Tunnel Structure to provide waterproofing an full and proper support of the public right-of-way as required by the terms of this Agreement.
- D.** Prior to the commencement of repair, maintenance, restoration or reconstruction of integral or structural elements of the Tunnel Structure located under any part of the public road, the Owner shall submit the plans and drawings for the proposed work to the Executive Director, Engineering & Construction Services for approval and shall make all revisions thereto as may be required by such Director, acting reasonably. The Owner shall repair, maintain, restore or reconstruct any such integral or structural elements, or any elements affecting such integral or structural elements, of the Tunnel Structure in accordance with the plans and drawings approved by the Executive Director, Engineering & Construction Services.
- E.** Ensure that maintenance, repair, restoration and reconstruction of the Tunnel Structure is in accordance with the Canadian Highway Bridge Design Code (CAN / CSA S6-00) for highway loading purposes, as amended, superseded or replaced from time to time and shall have same certified by a Professional Engineer.

- F.** Restore, at the Owner’s cost, the public road after any repair, maintenance, restoration or reconstruction of the Tunnel Structure to the satisfaction of the Executive Director, Engineering & Construction Services.
- G.** Acknowledge and agree to permit the City to enter the Tunnel Structure to inspect the state of repair and maintenance upon giving the Owner reasonable notice in writing. In the event that the Owner fails to repair or maintain the Tunnel Structure so as to properly provide the rights of support for the public road located above the Tunnel Structure or to properly restore the public road, as required by this Agreement, and, in the event the City has provided the Owner with not less than thirty (30) days prior notice in writing, setting out the failure or defect and the Owner has not commenced and diligently continued to remedy such failure or defect, then the City may enter the Tunnel Structure and any adjacent land necessary for access to the Tunnel Structure and do such repair or maintenance work as is necessary to provide the required support and the City may restore the public road all at the cost of the Owner. The Owner acknowledges that this Section imposes no obligation upon the City to do any such work and neither does this Section in any way release the Owner from any of its obligations under this Agreement or under any easement of support granted to the City nor does it diminish the responsibility of the Owner in respect hereof and that notwithstanding the City’s rights under this Section, the City, its officials, employees, agents and those under its direction are under no obligation whatsoever to inspect the Tunnel Structure nor to make any determination as to the proper construction of or necessary repairs and maintenance to the Tunnel Structure including without limitation the ability of the Tunnel Structure to provide the support required for the public road.
- H.** In the event of an emergency situation where the life or safety of the public is endangered or the public right-of-way is in imminent danger of collapse or damage, the City, without having given notice to the Owner, shall be entitled to enter the Tunnel Structure and perform such emergency work as is necessary to deal with the emergency situation at the cost of the Owner. The Owner acknowledges that this Section imposes no obligation or duty on the City. In addition, in the event of an emergency, the Executive Director, Engineering & Construction Services, may direct the Owner to commence maintenance and repair work notwithstanding that the plans and drawings submission requirements of this Section have not been satisfied.
- I.** Insure and keep insured the Tunnel Structure for its full replacement cost without deduction for depreciation and against loss or damage under an “all risks” insurance policy, acceptable as to form, limits and conditions to the City.
- J.** Take out and thereafter maintain, at its expense, commercial general liability insurance acceptable as to form, limits and conditions to the City for a limit of

not less than Five Million dollars (\$5,000,000.00) per occurrence (such limit to be increased from time to time to reflect an amount which would be maintained by a prudent owner as determined by the City) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the public right-of-way in connection with the maintenance, repair, reconstruction or operation of the Tunnel Structure including but not limited to any damages arising from the failure of the Tunnel Structure to provide the support of the public road as required by this Agreement.

- K.** Ensure that such liability insurance policy noted above shall include the City as an additional insured. Such “all risks” property insurance policy shall contain, as applicable, a waiver of any subrogation rights which the Owner’s insurer may have against the City. Such liability insurance policy shall contain a cross-liability and severability of interest clause and include contractual liability coverage. Such liability insurance policy shall provide that any breach of a condition of the policy by any insured shall not affect the protection given by the policy to any other insured. Such liability insurance policy shall contain a clause providing that the insurer will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Owner shall supply the City with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the Executive Director, Engineering & Construction Services, within thirty (30) days of issuance and evidence of continuance shall be remitted to the City at least thirty (30) days prior to the expiration of any insurance policy.
- L.** If at any time the City determines that the required insurance has not been taken out or if the City receives notice from the insurer that it has cancelled or refused to renew the said insurance, or that it intends to do so, or if the City otherwise determines that the said insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the City may, on written notice to the Owner, at the sole cost and expense of the Owner, obtain new insurance or add the necessary insurance coverage to the City’s blanket insurance. The Owner shall forthwith upon receipt of written notice thereof from the City arrange for new insurance pursuant to this subsection and shall reimburse the City for the cost of any insurance arranged by the City and payable as noted above. Such insurance shall be cancelled by the City upon receipt of both a certificate of insurance as herein above required together with payment of any cost incurred by the City.
- M.** Remise, release and forever discharge the City from all manner of actions, causes of action, suits, proceedings, claims and demands whatsoever which the Owner or its successors or assigns shall or may have against the City by reason of any damage to the Tunnel Structure, or associated parking garage, including any waterproofing thereto, arising in any way from the normal

course of operation, maintenance or existence of a public highway on the road.

- N.** In addition to any other indemnification requirements of this Agreement, the Owner, in respect of any Tunnel Structure constructed by the Owner beneath a public road, for itself as well as for its successors and assigns, hereby agrees that it will, from time to time and at all times, hereafter save, keep harmless, and fully indemnify the City, its elected officials, officers, employees and agents, and its successors and assigns, from and against all causes of action, suits, proceedings, claims and demands whatsoever which may be brought against or made upon the City, its elected officials, officers, employees and agents, and against all loss, liability, judgments, costs, charges, demands, damages or expenses which the City, its elected officials, officers, employees and agents, may sustain, suffer or be put to resulting from or arising out of:
- i.** The exercise of any rights of way that may be reserved by the Owner until such time as the road is laid out and dedicated for a public highway;
 - ii.** The exercise of rights in the nature of the easements that may be reserved by the Owner to effect the maintenance, repair or replacement of the Tunnel Structure;
 - iii.** Any construction, maintenance, repair or replacement by the Owner of the Tunnel Structure;
 - iv.** The failure of the Owner to design, construct and maintain that part of the Tunnel Structure under the public road in the form approved by the Executive Director, Engineering & Construction Services; and,
 - v.** The failure of the Owner to provide support in the public road as contemplated in this Agreement.