STAFF REPORT
ACTION REQUIRED

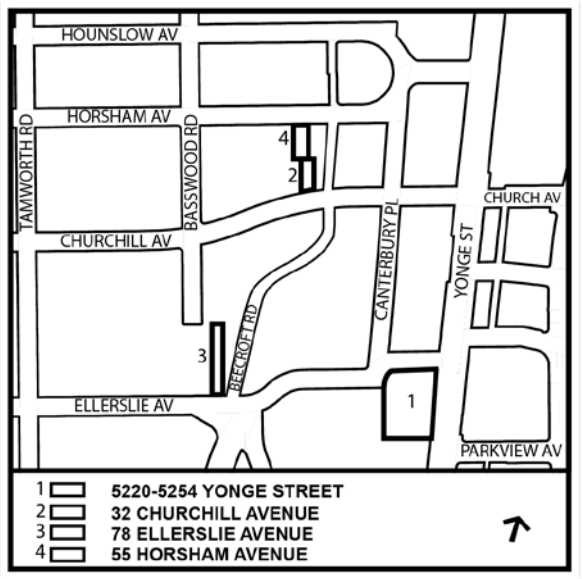
5220-5254 Yonge Street, 78 Ellerslie Avenue, 32 Churchill Avenue and 55 Horsham Avenue – Official Plan, Zoning, Site Plan, and Rental Housing Demolition Applications – Supplementary Report

Date:	March 21, 2017
To:	City Council
From:	Chief Planner and Executive Director, City Planning Division
Wards:	Ward 23 – Willowdale
Reference Number:	OPA/Rezoning Application: 09 165755 NNY 23 OZ Site Plan Application: 10 247876 NNY 23 SA Rental Housing Demolition Application: 09 165759 NNY 00 RH

SUMMARY

These applications were conditionally approved by City Council in July 2012, however the Official Plan and Zoning By-law Amendments were not enacted and the Rental Housing Demolition permit was never issued. This report outlines changes to the proposal from the July 2012 approval, which are consistent with the original Council approval with respect to the land use mix, height, density, rental housing replacement and provision of the social facility space.

The current proposal proposes to amend the North York Centre Secondary Plan and Zoning By-law No. 7625, to permit a mixed-use development for a 10 storey office building and a 31- storey, 308 unit residential tower, on 2 and 3 storey base building podium with a mix of commercial uses, including Social Facility Space (City space) fronting on a pedestrian mews, and the demolition and replacement of 7 rental dwelling units.



A Rental Housing Demolition application (File 09 165759 NNY 00 RH) has been submitted with the subject application to demolish the 7 existing residential rental dwelling units located at 5250 to 5254 Yonge Street. The 7

units are to be replaced in the new development, with affected tenants receiving relocation assistance and being able to return to the new rental replacement dwelling units.

This report reviews and recommends approval of the Official Plan and Zoning By-law Amendment, Site Plan Control Approval and the Rental Housing Demolition applications under Municipal Code Chapter 667, subject to the conditions outlined in this report.

RECOMMENDATIONS

The Chief Planner and Executive Director, City Planning Division recommends that City Council amend its decision of July 11, 12 and 13, 2012 (NY 17.45) by deleting Part 4.a.iv and deleting Parts 1, 2, 4.a.v, 4.a.ix, 4.a.x, 5.i, 7, 9, 10 and replacing them with the following:

1. City Council amend the North York Centre Secondary Plan, substantially in accordance with the draft Official Plan Amendment attached as Attachment No. 4 to the report (March 20, 2017) from the Chief Planner and Executive Director, City Planning.

2. City Council amend North York Zoning By-law No. 7625, substantially in accordance with the draft Zoning By-law Amendment attached as Attachment No. 5 to the report (March 20, 2017) from the Chief Planner and Executive Director, City Planning.

3. Before introducing the necessary Bills for the Official Plan and Zoning By-law Amendments to City Council for enactment:

   a. the owner shall enter into an agreement with the City pursuant to Section 37 of the *Planning Act*, to the satisfaction of the Chief Planner and City Solicitor, to secure and provide the facilities, services and/or matters as generally outlined below:

      (v) a minimum of 31.99 square metres for a bicycle shower and change facility, located below grade;

      (ix) the provision of a minimum of 324.59 square metres of Social Facility Space for the City fronting on an east-west publicly accessible mews, prior to the earlier of occupancy of the proposed office tower or 90 days prior to release for registration of the proposed residential condominium declaration and description, substantially in accordance with the Draft Term Sheet attached as Attachment 3 and any further amendments as deemed appropriate by the Director of Real Estate Services, in consultation with the local Councillor;

      (x) The provision and maintenance on the site of not less than 7 new rental replacement dwelling units as rental housing units for at least 20 years, comprising 4 one-bedroom and 3 two-bedroom units with affordable rents. The rental replacement dwelling units shall generally be of the same type and size as contained in the existing buildings on the subject site at the date of enactment of the zoning by-law amendment. The applicant shall provide tenant relocation

assistance for tenants in the existing buildings in accordance with the detailed terms as set out in the draft zoning by-law amendment attached as Attachment No. 5; and

(xii) The Owner shall construct and maintain the development in accordance with Tier 1 (and Tier 2 if applicable) performance measures of the updated Toronto Green Standard, as adopted by Toronto City Council at its meeting held on July 16, 2013.

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

(i) The area of the "Social Facility Space" in the amount of 324.59 square metres, as proposed in the development proposal at 5220-5254 Yonge Street (referenced as Planning Applications: 09 165755 NNY 23 OZ, Site Plan Application: 10 247876 NNY 23 SA, Rental Housing Demolition Application: 09 165759 NNY 00 RH) shall be exempt from the payment of Development Charges at the time of building permit issuance for the development proposal. The Section 37 Agreement in relation to the development proposal shall require the owner to secure the development charge otherwise payable until such time as the Social Facility Space is conveyed to the City;

(ii) Prior to the issuance of final site plan approval, the Owner agrees to convey to the City to the satisfaction of the City Solicitor, for nominal consideration, an east-west pedestrian access easement;

(iii) The City shall be entitled to program the pedestrian access easement area for public open space uses congruent with the uses of the Social Facility Space;

(iv) The Pedestrian Mews shall provide a pedestrian access easement for members of the public to visit the mews area to attend City programming of the easement area and for members of the public to access the Social Facility Space, Young Hearts Child Care Centre at 5176 Yonge Street and Gibson House Museum at 5172 Yonge Street;

(v) The easement for the Pedestrian Mews shall be provided on the terms and conditions set out in the Draft Term Sheet for Social Facility Space (Attachment 3) to the report (March 20, 2017) from the Chief Planner and Executive Director, City Planning;

(vi) The Owner shall relocate the existing 900 mm storm sewer as shown on the Proposed Site Servicing Plan C-5, prepared by R. V. Anderson Associates Limited, dated December 28, 2016, by installing a new 900 mm storm sewer, connecting to the City's existing storm sewer at the southwest corner of the Site and travelling northbound within the Site along its western boundary within a 9.0m wide easement to connect to a proposed 2134 mm x 3048 mm concrete box culvert and a 600 mm concrete pipe on Ellerslie Avenue, ultimately connecting to the existing 1200 mm storm concrete pipe on Yonge Street;

(vii) The Owner shall enter into a Municipal Infrastructure Agreement with the City prior to the commencement of the works described in (vi);

(viii) The Owner acknowledges that installation of the works described in section (vi) will require adjustments to the elevation of lands immediately to the west of the Development (55 Ellerslie Avenue) and installations related thereto. The Owner acknowledges and agrees that the City will not enter into a Municipal Infrastructure Agreement with the Owner and will not permit work to commence with respect to proposed municipal infrastructure that requires adjustments to the elevation of lands immediately to the west of the Development unless the Owner provides written permission from the owner of such lands authorizing the Owner to adjust the grades of such lands;

(ix) In the event that the installation of the services described in section (vi) is not feasible as a result of conflicts between the proposed municipal storm sewer and existing municipal sewers, water mains and utilities located on Ellerslie Avenue, the Owner acknowledges that redesign of the servicing requirements may be required, which redesign may require the Owner to relocate part or all of the municipal storm sewer currently proposed within Ellerslie Avenue onto the Site itself. In this regard the Owner acknowledges that revisions to the built form of the Development may be required and that the City is not bound by this Agreement to accept zoning revisions that may be required to accomplish a redesign of the proposed servicing approach.

(x) Prior to entering into a Municipal Infrastructure Agreement, the Owner shall submit a financial guarantee to secure the completion of such works in the form of an irrevocable letter of credit or certified cheque in the amount of $1,810,000.00 to the City of Toronto;

(xi) Prior to entering into a Municipal Infrastructure Agreement, the Owner shall provide, a payment of $102,265.00 to Engineering and Construction Services, representing the 5% Engineering & Inspection Review Fee;

(xii) Prior to entering into a Municipal Infrastructure Agreement, the Owner shall provide a payment of $125,000 to the City towards the cost of maintenance of the facilities described in (vi);

(xiii) The Owner agrees that it shall not apply for and shall not be entitled to a Building Permit, including a permit for excavation, piling or shoring with respect to the Development until it has completed construction of the proposed municipal sewer described in (vi) and the proposed municipal sewer is determined to be operational by the Director, Engineering and Construction Services;

(xiv) The Owner shall design and install an overland flow route to accept surface stormwater overland flow from Ellerslie Avenue at the northwest corner of the Site, travelling southbound within the Site along the proposed private lane and then eastbound below the raised walkway surface of the proposed Pedestrian Mews to Yonge Street. The Owner shall provide appropriate safeguards and necessary grading modifications in order to protect all adjacent properties while

maintaining the overland flow route along the west edge of the subject property. The owners on title to the Site, with the exception of the City as owner, shall have primary responsibility to maintain and repair the areas subject to surface stormwater flow;

(xv) Prior to site plan approval, the Owner shall transfer a storm sewer easement to the City, to the satisfaction of the City Solicitor, relating to the storm sewer referenced in (xiii);

(xvi) Prior to site plan approval, the Owner shall transfer a surface stormwater flow easement to the City, to the satisfaction of the City Solicitor, relating to the surface stormwater flow area referenced in (xiii);

(xvii) Prior to site plan approval, the Owner shall make arrangements satisfactory to the Director, Engineering and Construction Services and the City Solicitor to reconfigure the existing sanitary sewer easement, relating to required modifications to the existing municipal sanitary sewer located at the south west corner of these lands as shown on the Proposed Site Servicing Plan C-5, prepared by R. V. Anderson Associates Limited, dated December 28, 2016;

(xviii) Notwithstanding the grant of the surface stormwater easement, the Owner and its successors in title, with the exception of the City as owner, shall be responsible and the City shall not be responsible for the ongoing functionality, maintenance or repair of the areas designed to carry surface stormwater on the Site. In the event that the City determines, in its sole discretion, to access such areas, this shall be limited to addressing emergency circumstances, the City shall provide the Owner with advance notice thereof, but the City will not be responsible to reinstate the installed surface over which stormwater flows. Further, the Owner agrees that, should the City determine that the problem arose as a result of lack of maintenance or improper maintenance by the Owner, the City shall be entitled to charge back the cost of such emergency response measures to the Owner;

(xix) The Owner, with the exception of City as owner, hereby indemnifies the City with respect to claims made by third parties for damages or for personal injury which may arise from the installation, maintenance and effectiveness of the surface stormwater facilities as described in this Agreement.

(xx) Prior to the occupancy of any unit within the Development, the Owner shall convey to the satisfaction of the City Solicitor and the Director of Engineering and Construction Services a pedestrian and vehicular access easement across the north-south driveway shown on the Ground Floor Plan A2.6 prepared by Kirkor Architects and Planners and dated December 28, 2016 adjacent to the western property line of the Site to provide access to Young Hearts Child Care Centre at 5176 Yonge Street and Gibson House Museum at 5172 Yonge Street; and

(xxi) In the event that the proposed inlet grating on Ellerslie Ave draining into the proposed 2134 mm x 3048 mm concrete box culvert and a 600 mm concrete pipe on Ellerslie Avenue needs to be redesigned, including its possible relocation, the

Owner agrees to attend to this to the satisfaction of the Executive Director, ECS at no cost to the City.

(xxii) Prior to the issuance of the first above-grade building permit for the lands, the owner shall provide the following:

a) A letter of credit in the amount of $1,200,000 dollars, being the full value of the unfinished Social Facility Space; and

b) A letter of credit in the amount of $1,300,000 dollars, being 125% of the full value of the estimated costs to finish the Social Facility Space.

(xxiii) Prior to the issuance of any Building Permit, including a permit for excavation, piling or shoring with respect to the Development, a letter of credit in the amount of $1,810,000 dollars, to secure the completion of the works required to relocate the existing 900mm storm sewer, plus an engineering fee of $102,000 and a maintenance fee of $125,000 -- all of which relate to relocation of the existing storm sewer, which facility is characterized as a matter required to implement the development of the proposal and not as a community benefit;

(xxiv) Prior to site plan approval, the Owner shall provide to the City a letter of credit in an amount sufficient to construct and finish the east-west pedestrian access easement to be conveyed to the City as provided in Recommendation 3 b. (ii).

4. City Council approve the application to demolish the existing residential buildings that contain 7 existing rental dwelling units located at 5250, 5252 and 5254 Yonge Street pursuant to Municipal Code Chapters 667 and 363 subject to the following conditions under Chapter 667 which provide for replacement of the rental dwelling units:

a. the owner shall provide and maintain 7 rental replacement dwelling units comprising of 4 one-bedroom and 3 two-bedroom units in the development and as illustrated in the floor plans dated November 3, 2016 provided by the applicant, for a period of at least 20 years. All 7 rental replacement dwelling units shall have affordable rents for at least 10 years beginning from the date that each rental replacement dwelling unit is first occupied;

5. City Council approve in principle the Draft Term Sheet attached as Attachment 3 to the report (March 20, 2017) from the Chief Planner and Executive Director, City Planning, regarding the provision of Social Facility Space, subject to any further amendments to the Draft Term Sheet as deemed appropriate by the Director of Real Estate in consultation with the local Councillor, and the terms be incorporated into the Section 37 agreement.

6. City Council approve in principle the plans as indicated on the drawings noted in Attachment 6 to the report (March 20, 2017) from the Chief Planner and Executive Director, City Planning, subject to the Draft Conditions of Site Plan Approval listed in Attachment 6.

7. City Council delegate back to the Chief Planner and Executive Director, City Planning, or her designate the authority to issue final Site Plan Approval.

8. City Council authorizes City officials to take all necessary steps, including the execution of agreements and documents, to give effect to the above-noted recommendations.

10. City Council determine that no further notice be required under Sections 17 and 34(17) of the Planning Act given the minor revisions to the draft bills.

Financial Impact
The recommendations in this report have no financial impact.

DECISION HISTORY
The original applications for the proposed development were made on September 3, 2009. On November 10, 2009 North York Community Council considered a Preliminary Report on the proposed Official Plan and Zoning By-law Amendment application. A link to that decision can be found at:
http://www.toronto.ca/legdocs/mmis/2009/ny/bgrd/backgroundfile-24347.pdf.

A Rental Housing Demolition application (File 09 165759 NNY 00 RH) was submitted with the original application seeking approval to demolish the 7 existing rental dwelling units located at 5250, 5252 and 5254 Yonge Street. At the time of application, all of the apartments had affordable rents. At the July 11, 12 and 13, 2012 City Council meeting, City Council approved the application to demolish the 7 existing rental dwelling units.

At the July 11, 12 and 13, 2012 City Council meeting, City Council adopted the Final Report with draft amendments to the Official Plan and Zoning By-law to permit a 14-storey, 160 suite hotel, 7 rental replacement units, and a 30-storey, 258 unit residential tower, including a 5 storey base building with a mix of commercial uses, including Social Facility Space (City space) fronting on a pedestrian mews. A link to that decision can be found at:
http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2012.NY17.45

The Official Plan and Zoning By-law amendments as drafted and presented in the staff report for the original proposal were not brought forward to City Council for enactment as there were a number of preconditions to be satisfied prior to introducing the Bills to Council. These conditions required the owner to enter into a Section 37 Agreement; to make arrangements with the Deputy City Manager and Chief Financial Officer to become the owner of the City properties on Yonge Street; and to address TTC Technical Review Requirements. The property ownership changed and the proposal was subsequently revised which required further review by the City and other agencies.

ISSUE BACKGROUND

Proposal
The original proposal, known as Centrium at North York, was approved with a maximum gross floor area, including proposed incentives, of approximately 38,914.85 m^2 comprised of:

20,849.81 m^2 of residential and 18,065.04 m^2 of non-residential gross floor area. The development proposed was a 14-storey (49 metre), 160 suite hotel and a 30-storey (100 metre), 258 unit residential tower on a multi-level base building. The 5-storey (23 metre) base building was to contain retail and service commercial uses, a lobby and amenity uses for the proposed hotel and residential towers, as well as 7 rental replacement units.

In 2014, new owners of the site began to investigate fulfilling the outstanding conditions and discussing revisions to the application, including changing the hotel use to an office building. The overall height, mix of residential and non-residential gross floor area and the total gross floor area of the previously approved development would generally remain the same. Minor changes to the number storeys, the non-residential building's footprint, and the location and unit mix of the rental replacement units were proposed. A revised application was submitted to the City on December 15, 2015 and circulated to City divisions and agencies for review.

The revised proposed Official Plan and Zoning By-law Amendment application would continue to permit a mixed-used development at the southwest corner of Yonge Street and Ellerslie Avenue. The revised proposal is for a 10 storey office building and a 31- storey, 308 unit residential tower, on a 2 and 3 storey base building podium with a mix of commercial uses, including Social Facility Space (City space) fronting on a pedestrian mews, and the demolition and replacement of 7 rental dwelling units.

A publicly accessible private driveway is proposed for the westerly portion of the site, at the rear of the proposed development, providing access to a 5 level, 551 space underground parking garage and the service and loading area. This shared vehicular access for the office and residential towers is proposed from Ellerslie Avenue with a residential drop-off area.

Outdoor non-residential and residential amenity space will be provided on the podium roof at the 3rd level. A green roof is proposed on the podium roof at the 4th level.

The proposal involves the demolition of the existing two storey commercial/residential buildings on the site, including 7 existing rental dwelling units. The 7 existing rental units are to be replaced on the third and fourth floors of the new development, with affected tenants receiving relocation assistance and being able to return to the new replacement units at similar rents. As of the date of this report, all of the existing rental dwelling units located at 5250-5254 Yonge Street have been vacant for several years. Some of the commercial buildings on site have already been demolished.

The development would also include social facility space for the City and a pedestrian mews to be publicly accessible.

The following table provides a summary of the proposed changes to the previously approved proposal:

	July 2012 Approved Proposal:	**Revised Proposal:**
Height and number of storeys (residential tower)	100 m and 30 storeys	100 m and 31 storeys
Height and number of storeys	49 m and 14 storeys (hotel)	49 m and 10 storeys (office)

(office tower)		
Unit Count	265 (258 + 7 rental replacement in hotel tower)	308 (including 7 rental replacement in residential tower)
Bicycle parking	361	308
Parking spaces	502 (245 residential and 257 shared commercial, rental and residential visitors)	551 (307 residential and 224 shared commercial, rental and residential visitors)
Total Residential GFA Total Commercial GFA Total Rental Housing GFA **Total Permitted GFA (Primary GFA + Incentive/Transfer GFA)**	20,254.85 m^2 18,065.04 m^2 594.96 m^2 **38,914.85** m^2	20,396.52 m^2 18,065.04 m^2 453.29 m^2 **38,914.85** m^2

Site Plan Control

An application for site plan control for the original development proposal was submitted August 26, 2010 (File No. 10 247876 NNY 23 SA). Draft conditions were approved in principle in June 2012 and City Council delegated the authority to issue final Site Plan Approval to the (then) Acting Chief Planner and Executive Director, City Planning.

A submission for Site Plan Control Approval for the revised proposal was submitted on December 15, 2015. The revised site plan has assisted in determining the appropriate revisions to the draft Official Plan and Zoning By-law Amendments to accommodate the revised development. Revised Draft Conditions of Site Plan Approval and the plans to be approved in principle are included in Attachment 6.

COMMENTS

The revised proposal was circulated to all appropriate agencies and City divisions. Responses received have been used to assist in drafting changes to the previously approved draft Official Plan Amendment, draft Zoning By-law Amendment and draft Conditions of Site Plan Approval to reflect the revised proposal.

Land Use and Density

The revised proposal for a mixed use development comprised of office, commercial and residential uses are provided for by the *Mixed Use Areas* designation of the Official Plan. The previous proposal was for a hotel, residential and other retail commercial uses.

As revised, the proposed development reflects the Plan's objectives to provide for a range of employment uses, improved utilization of lands, and an attractive, comfortable and safe pedestrian environment that takes advantage of nearby transit services. The proposal as revised is appropriate and reflects the original intent of the City Council approval of this development.

The amount of non-residential gross floor area remains the same at a minimum of 18,065.04 m^2 of non-residential gross floor area.

The density incentives set out in the May 28, 2012 staff report were modified slightly by Council in July 2012 to replace the monetary contribution with a density transfer from 55 Horsham Avenue. This change has been reflected in the updated recommendations and calculation of the density incentives.

The current proposal has required other changes which result in some minor revisions to the calculation of the density incentives. There is additional residential amenity space being provided as the unit count has increased. The applicant no longer needs the bicycle room as a density incentive, so it is recommended by planning staff that this incentive be deleted. However, the at-grade bicycle parking is still a requirement under the Official Plan and zoning and is provided. There is also a slight increase to the size of the bicycle shower and change room to 31.99 m^2 from 30.65 m^2. These changes are reflected in the updated table below and incorporated into the draft Official Plan Amendment (Attachment 4) and the draft Zoning By-law Amendment (Attachment 5).

PROPOSED GROSS FLOOR AREA

	Land Area (M2)	**GFA (M2)**
Gross Site Area	6,507.5 m^2	
Owned by G Group	5,126.6 m^2	23, 069.7 m^2 (at 4.5 FSI)
City owned (over land stormwater area) – 521.8 m^2 (5248 Yonge Street) – 859.1 m^2	1380.9 m^2	6, 214.05 m^2 (at 4.5 FSI)
Total Base Density		**29,283.75 m^2 (at 4.5 FSI)**
Density Incentives (GFA)		
Level 1 Retail (at Grade)		2,368.80 m^2
Bicycle Shower and Change facilities (below grade)		31.99 m^2
Residential Amenity (1.5 m^2 per unit)		462 m^2
Social Facility Space		324.59 m^2
City Retail Space Density (4 x 324.59 m^2)		1,298.36 m^2
Subtotal		**4,485.74 m^2**
Density Transfer		
32 Churchill Ave.	708.6 m^2	1,842.36 m^2 (708.6 m^2 x 2.6)
78 Ellerslie Ave.	1,044.4 m^2	1,566.60 m^2 (1,044.4 m^2 x 1.5)

55 Horsham Ave.		1,736.40 m^2
Subtotal		**5,145.36 m^2**
Total Proposed GFA/FSI		**38,914.85 m^2 (5.98 FSI)**

The floor space index (FSI) for the proposal remains as previously approved, at 5.98 times the total area of the site with the same mix of residential and non-residential gross floor area uses.

Height and Massing

The proposed development as revised is generally in conformity with the original proposal previously approved by City Council. The revised proposal has changed the number of storeys in both towers, but the overall height has not changed from the 2012 approval. The north residential tower was redesigned with a different tower and base building expression and is now 31 storeys from the original 30 storeys. The change in the number of storeys in the 49 m south tower, which has changed from a 14 storey hotel to a 10 storey office, is due to the higher floor-to-ceiling heights of a commercial office building. Planning staff reviewed the changes in height and note that there is no overall difference in shadow created by the revised proposal.

The change in land use and building type has also resulted in a change in the massing which was refined through the review of the revised plans. The previously approved offset 12 m tower separation worked within the built form criteria of the NYCSP including height and density. This separation was increased to 12.5 m with additional refinements. These included the treatment of the north elevation of the office building which was redesigned to protect for privacy of the residential building by limiting windows and having only service and back-of-house uses located adjacent to that elevation.

The towers have been designed to have a distinct base, middle and tower top as per the NYCSP and the Tall Building Guidelines. The revised proposal also introduced a change in the podium height. A 2 and 3 storey podium replaced a 5 storey podium adjacent to the former hotel use. These changes do not change the gross floor area and mix of uses and continue to meet the City's policies and guidelines.

The revised proposal also modified the building articulation, materials and entrances to suit a different building design vision. The new design is more organic in design than the original proposal, which was more rectilinear in design.

The proposed building as revised has been massed to frame the edges of both Yonge Street and Ellerslie Avenue. Appropriate recessing and design elements along the three active frontages of the building provide an appropriate break to the building massing and create an attractive complement to the public realm along both public streets and the mews. At grade, proposed retail space will attract pedestrian activity, and will create an interesting and vibrant pedestrian environment along a prime retail frontage and new public space. Canopies and weather protection are provided along both street frontages and the mews and continue to offer pedestrians a weather protected environment to access the retail, offices, and residential entrances.

The main office entrance on Yonge Street is well articulated to show a significant presence on Yonge Street. The retail entrances on Ellerslie Avenue and the main residential entrance off Ellerslie Avenue are also well defined and meet the NYCSP objectives regarding retail entrances and prime retail frontages.

Pedestrian Mews and Social Facility Space

As part of the 2012 Council approval for this site and a subsequent approval for the site to the south at 5182 to 5218 Yonge Street (the Beacon), a shared pedestrian mews, animated by market space with retail and community space which would be conveyed to the City, was secured. This concept was facilitated by the local Councillor as part of the density incentives and as a community benefit.

The design of the public mews is to be coordinated with the abutting development to the south at 5182 to 5218 Yonge Street (currently under construction) which will be providing the other half of the mews area. In total, the mews will be approximately 14 metres wide (approximately 7.0 metres each side), aligned east to west from Yonge Street. The intended use of the mews as a public area that is to be exclusively programmed by the City will be part of the design. The mews is to be supported by the adjacent City retail shops lining both sides of the mews to act as a pedestrian food market. Provisions for access and maintenance of the mews are secured in the Section 37 Agreement.

The revised proposal has refined the design of the mews and coordinated with the development design to the south. Changes to the stormwater management and overland flow affecting the mews were reviewed through the circulation process and were re-designed to have less impact on the mews. This has ensured that the Yonge Street entrance to the mews is open, accessible and that the design of the canopies and other features were not impacted by the need to maintain underground servicing.

The change in floor plate of the south tower and the wind impact on the mews was also addressed through the review of the revised proposal. Ensuring appropriate wind mitigation in the mews is critical to ensuring a comfortable public space and pedestrian comfort and meeting the objectives of North York Secondary Plan and Official Plan. The revised submission provides for wind trellises in the mews. These trellises work together with the 3 metre wide canopies on either side of the mews to allow for comfortable pedestrian wind conditions in the shoulder seasons. The curvilinear wind trellises also act as an architectural feature to bring identity and interest to the mews. In addition, wind screens are proposed at the west end of the mews and at the Ellerslie Avenue entrance to mitigate existing wind conditions.

The concept for the market space lining the mews has been developed further from the 2012 Council approval. The development to the south has proceeded with its design and approvals and is now under construction. The details developed through the approval of the Beacon side of the mews have informed the updated design of the north side of the mews. Real Estate Services Staff have worked with the applicant to secure the space and have agreed to manage the space in accordance with the Draft Term Sheet (see Attachment 3) that establishes the details of ownership, finishes, uses and ongoing responsibilities. Revised elevations and details will also be secured in the drawings outlined in Attachment 6 - Draft Conditions of Site Plan Approval.

In the previous approval the Social Facility Space was to be the conveyed to the City 90 days after registration of the condominium. As part of the revisions to this proposal, the timing of the conveyance of the Social Facility Space is to be prior to the earlier of occupancy of the proposed office tower or 90 days prior to release for registration of the proposed residential condominium declaration and description – provided that after the Social Facility Space has been provided, the City may agree to release the condominium materials for registration within a shorter time period. This revision is incorporated in the Section 37 Agreement, as well as the zoning by-law and Draft Term Sheet.

Rental Housing and Replacement

Staff have reviewed the revised rental replacement proposal and are satisfied with the proposed unit sizes and unit mix of the rental replacement dwelling units. The revised proposal is comprised of 4 one-bedroom rental dwelling units and 3 two-bedroom dwelling units located in the condominium building; whereas, the 2012 proposal was comprised of 7 one-bedroom rental dwelling units located within the hotel portion of the building. Under the revised proposal, tenants of the rental replacement dwelling units would now have access to a private balcony and all condominium amenities on the same terms and conditions as condominium residents.

Recommendations 4 a(x) and 5(i) of the 2012 Council Decision need to be revised to reflect changes to the mix and location of the rental replacement dwelling units. The 2012 rental replacement proposal consisted of 7 one-bedroom units located in the hotel tower; whereas, the 2016 proposal is comprised of 4 one-bedroom and 3 two-bedroom rental dwelling units located on floors 3 and 4 of the residential tower.

At the time of this report, all outstanding Tenant Relocation and Assistance, as recommended within the 2012 Final Report and approved by Council, have been provided to each eligible tenant. Tenants who exercise their right to return to a rental replacement dwelling unit would receive a move-back moving allowance of $1,500 when they sign a lease for one of the rental replacement dwelling units.

Archaeology

The May 28, 2012 Final Report from the Director, Community Planning, North York District set out conditions related to archaeological resources and archaeological assessment required to be satisfied prior to Site Plan Approval. A 50 cm wide strip at the south end of feature #2 (cited in the previously submitted 2009 Stage 3 Assessment and Stage 4 Mitigation reports) had been identified to not be excavated or disturbed until archaeological work was completed.

When the revised submission was provided to the City in December 2015, the applicant was requested to explain what occurred to disturb this archaeological resource prior to the archaeological work being completed, as required by the 2012 approval. Heritage Preservation Services (HPS) required a written explanation to explain what occurred, as well as details regarding what measures had been in place for protection. The applicant indicated that the lands in question were unprotected from sometime in 2012 until they assumed ownership in early 2014. The Ministry of Tourism, Culture and Sport provided clearance for the site of any further archaeological concerns due to the documented disturbances on site. HPS has no further archaeological concerns and have identified advisory comments which are included in the Draft Site Plan Approval Conditions – Attachment 6.

Transportation, Traffic, Access, Parking/Loading

The proposed site access and parking ratios have not changed substantially from the previous approval and the revisions are acceptable.

The maximum provision for non-residential parking has been removed since the non-residential parking is proposed to be shared between commercial, rental and visitors. The proposed parking supply is acceptable.

Changes to the loading provisions were reviewed and accepted by Transportation Services. The loading requirements for the project are governed by the applicable parking provisions in the former City of North York Zoning By-law No. 7625. However, the City of Toronto Zoning By-law 569-2013 is based on more recent information and standards. As a result, Transportation Services require that loading for this project be provided in accordance with Zoning By-law 569-2013. Given the context and location of the site, a shared loading provision is acceptable and the loading requirement can be reduced to a minimum of three Type B, two Type C and one Type G loading spaces. The applicant has proposed one Type A loading space instead of two Type C. This is acceptable and the loading requirement in the draft Zoning By-law (Attachment 5) reflects the revision to one Type A, three Type B and one Type G loading spaces.

The applicant's traffic engineering consultant, NexTrans Engineering, submitted a transportation and parking study as part of the revised December 2015 submission and subsequent revisions to address Transportation Services comments. The revised project will generate approximately 142 and 146 two-way trips during the a.m. and p.m. peak hours, respectively. The consultant concluded that the Yonge Street / Ellerslie Avenue intersection is expected to operate with sufficient capacity and a good level of service. As part of the project, a new Traffic Control Signal will be constructed at the Yonge Street / Ellerslie Avenue intersection. All costs associated with its construction are to be paid by the applicant. Transportation Services accepts this review and finds that the traffic impacts of the project are acceptable.

The revised proposal addressed updates to the Official Plan policies regarding sustainable transportation and is consistent with Toronto Green Standard objectives. Proposed multi-modal measures have been identified and will be secured through Site Plan Approval, including the provision of two car share spaces, three carpool spaces and 18 electric vehicle charging facilities.

In order to satisfy the Official Plan requirement for a 33 metre wide right-of-way for Yonge Street, a 0.4 m wide strip of land is required to be conveyed along the Yonge Street frontage. In order to satisfy the Official Plan for a 23 metre wide right-of-way for Ellerslie Avenue, a 1.44 m wide strip of land is required to be conveyed along the Ellerslie Avenue frontage. These are conveyances identified with the current proposal which the owner has agreed to provide to the City and are to be provided prior to Site Plan Control Approval.

As well the previously identified conveyance to meet the City's corner rounding guideline, a 6.0 m corner rounding at the northeast corner of the site as measured from the widened Yonge Street and Ellerslie Avenue rights-of-way, is also being provided by the owner. This is secured in the Section 37 provisions.

Streetscape

The North York Centre Secondary Plan sets out a clear framework for an attractive and safe pedestrian realm through provisions including building setbacks, creating publicly accessible open space and active retail frontages. The previous 2012 approval met these objectives of the NYCSP and the revised proposal maintains and enhances these elements.

In conjunction with the conveyances noted above, there will be a reduction of lane width on Ellerslie Avenue to help accommodate appropriate boulevard space for street trees. The proposed streetscape is being developed as per the North York Centre streetscape design detail with decorative granite paving bands and street tree planters. Street furniture such as bike rings, benches, and garbage bins will also be provided to enhance pedestrian amenity.

The pedestrian mews will be an extension of public space on Yonge Street and will provide amenity, seating, and local shopping. This streetscape feature is similar in configuration to the one provided at further south on Yonge Street at 4954-4990 Yonge Street (Ultima) and continues a pattern of amenity space located off Yonge Street. As noted above, the wind mitigation in the pedestrian mews was further refined and appropriate wind mitigation is secured through the Draft Conditions of Site Plan Approval – Attachment 6.

The Transportation Services Division has carried out the REimagining Yonge (Sheppard to Finch) Municipal Class Environmental Assessment (EA) Study to determine a preferred design for improving the streetscape and public realm for all users along Yonge Street, from Florence Avenue / Avondale Avenue to Hendon Avenue / Bishop Avenue. The recommended alternative is "Transform" and includes a full reconstruction of Yonge Street within the existing public right-of-way. The recommended preferred design options for transforming Yonge Street include elements such as wider sidewalks, enhanced pedestrian crossings, street trees, dedicated cycling facilities, a new and expanded centre landscaped median, as well as planters, public art and street furniture throughout.

The study will be reported to the Public Works and Infrastructure Committee in February 2017 and City Council in April 2017. Following approval, a Notice of Study Completion will be issued for a 30-day public review period. Detailed design will be undertaken in 2017 with construction scheduled to begin in 2018. Timing of streetscape implementation for the application will be coordinated with the approved Environmental Assessment through the site plan process. Coordination with this process has been secured through the Draft Conditions of Site Plan Approval – Attachment 6.

Servicing

Revisions to the provision of servicing and how the applicant is addressing relocation of the City's existing overland flow route have resulted in changes to requirements and conditions. Some of the changes to servicing have improved and supported a better and more functional design of the mews. Due to the complexity of the project, in order to ensure the City is protected regarding liability and maintenance costs, the applicant is required to complete the relocation of the existing municipal overland flow route and storm sewer that are currently on City property. As well, the applicant is required to ensure that the new storm sewer is operational prior to the issuance of any permits, including piling/shoring and excavation. The provisions secure the new servicing arrangement, the timing requirements and funds for maintenance. The revised

conditions are included in the Section 37 conditions set out in the recommendations to this report.

As well, to support the development and facilitate servicing and stormwater, a surface easement on the mews; and surface and subsurface easements in the north-south driveway are required.

Toronto Green Standard

On October 27, 2009 City Council adopted the two-tiered Toronto Green Standard (TGS) with an update adopted by Toronto City Council at its meeting held on July 16, 2013. The TGS is a set of performance measures for green development. Tier 1 is required for new development. Tier 2 is a voluntary, higher level of performance with financial incentives. Achieving the Toronto Green Standard will improve air and water quality, reduce green house gas emissions and enhance the natural environment.

The applicant is required to meet Tier 1 of the TGS.

The site specific zoning by-law will secure performance measures for the following Tier 1 development features: Automobile Infrastructure, Cycling Infrastructure, Storage and Collection of Recycling and Organic Waste. The draft zoning by-law in Attachment 5 has been updated to reflect changes to the bicycle parking requirement in the TGS.

Other applicable TGS performance measures will be secured through the Site Plan Approval process, including compliance with TGS requirements for Bird Friendly development. Site plan conditions to secure Tier 1 compliance for 5220 Yonge Street are set out in the Draft Site Plan Approval Conditions – Attachment 6. Additional information is also requested to confirm this project would be eligible for the Tier 2 DC refund program.

The Section 37 Agreement has been updated to include the City's standard condition that the owner shall construct and maintain the development in accordance with Tier 1 (and Tier 2 if applicable) performance measures of the updated Toronto Green Standard, as adopted by Toronto City Council at its meeting held on July 16, 2013.

Site Plan Control

An application for site plan control for the original development proposal was submitted August 26, 2010 (File No. 10 247876 NNY 23 SA). Draft conditions were approved in principle in June 2012 and City Council delegated the authority to issue final Site Plan Approval to the (then) Acting Chief Planner and Executive Director, City Planning.

A submission for Site Plan Control Approval for the revised proposal was submitted on December 15, 2015 and followed by subsequent revisions. The proposed site plan and elevation plans are attached to this report (Attachment 1- and 2a-d). The review of the revised site plan has informed the appropriate revisions to the draft Official Plan and Zoning By-law Amendments to implement the revised proposal.

The approval of the Site Plan Control Approval application in principle is included as part of the recommendations in this supplementary report, subject to the draft conditions in Attachment 6. It is recommended that the plans and drawings noted in Attachment 6 be approved in principle and

to delegate back the authority to issue final Site Plan Approval, similar to the 2012 Council approval, to the Chief Planner and Executive Director, City Planning, or her designate.

Toronto Transit Commission

The July 2012 Council approval required that the owner shall satisfactorily address Toronto Transit Commission (TTC) requirements regarding a TTC Technical Review, as indicated in their letter dated December 21, 2009 prior to the introduction of Bills. The TTC has confirmed in a letter dated September 28, 2016 that the proposed development provides a 3.0 m setback from the TTC subway tunnel structure, so the condition to be met prior to enactment of Bills has been addressed. Any further review required by TTC is secured in the Draft Site Plan Conditions – Attachment 6.

City-owned Land

A report from the Chief Corporate Officer to authorize the sale of the City owned land will also be going to Council. The approval and delegation of this process is part of the conditions identified in the 2012 report, prior to the introduction of Bills, requiring the owner shall have made arrangements satisfactory to the Deputy City Manager and Chief Financial Officer to become the owner of the City properties on Yonge Street.

Development Charges Exemption

Planning Staff recommend that the area of the Social Facility Space in the amount of 324.59 m^2 be exempt from the payment of Development Charges. The basis for this exemption is on the basis that the Social Facility Space portion of the development proposal is being constructed so that it can be provided at no cost to the City. Council approved a similar exemption for the Social Facility Space in the Beacon development:
http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2014.MM55.83.

When the Development Charges are required to be paid, the Owner shall provide a letter of credit in the amount of the exempt charge, and then the letter of credit will be released when the Social Facility Space is conveyed to the City. The value of the improvements to the Social Facility Space will not be credited in favour of the owner and other areas of the development proposal will remain subject to development charges.

Section 37

The Section 37 conditions are required to be modified slightly from those originally approved by City Council in 2012 by adding recommendations reflecting the revised proposal. The modified community benefits and matters of legal convenience recommended to be secured in the Section 37 agreement include the changes in the composition of the rental housing replacement units, a revised Draft Term Sheet for the Social Facility Space, adding standard Section 37 wording regarding TGS, additional provisions regarding the pedestrian mews easement, the development charges exemption and the revised servicing arrangement.

Revisions to the Section 37 clarify the timing of certain letters of credit and securities required prior to the issuance of the first above-grade building permit and building permit for the lands. The timing of the conveyance of the Social Facility Space is to be prior to the earlier of occupancy of the proposed office tower or 90 days prior to release for registration of the proposed residential condominium declaration and description.

Other changes to the Section 37 conditions reflect some minor revisions to the calculation of the density incentives. There is additional residential amenity space being provided as the unit count has increased. The applicant no longer needs the bicycle room as a density incentive but it is still a requirement under the Official Plan and zoning, so it is recommended to delete that incentive. As well, there is a slight increase to the size of the bicycle shower and change room to 31.99 m^2 from 30.65 m^2.

CONTACT

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SIGNATURE

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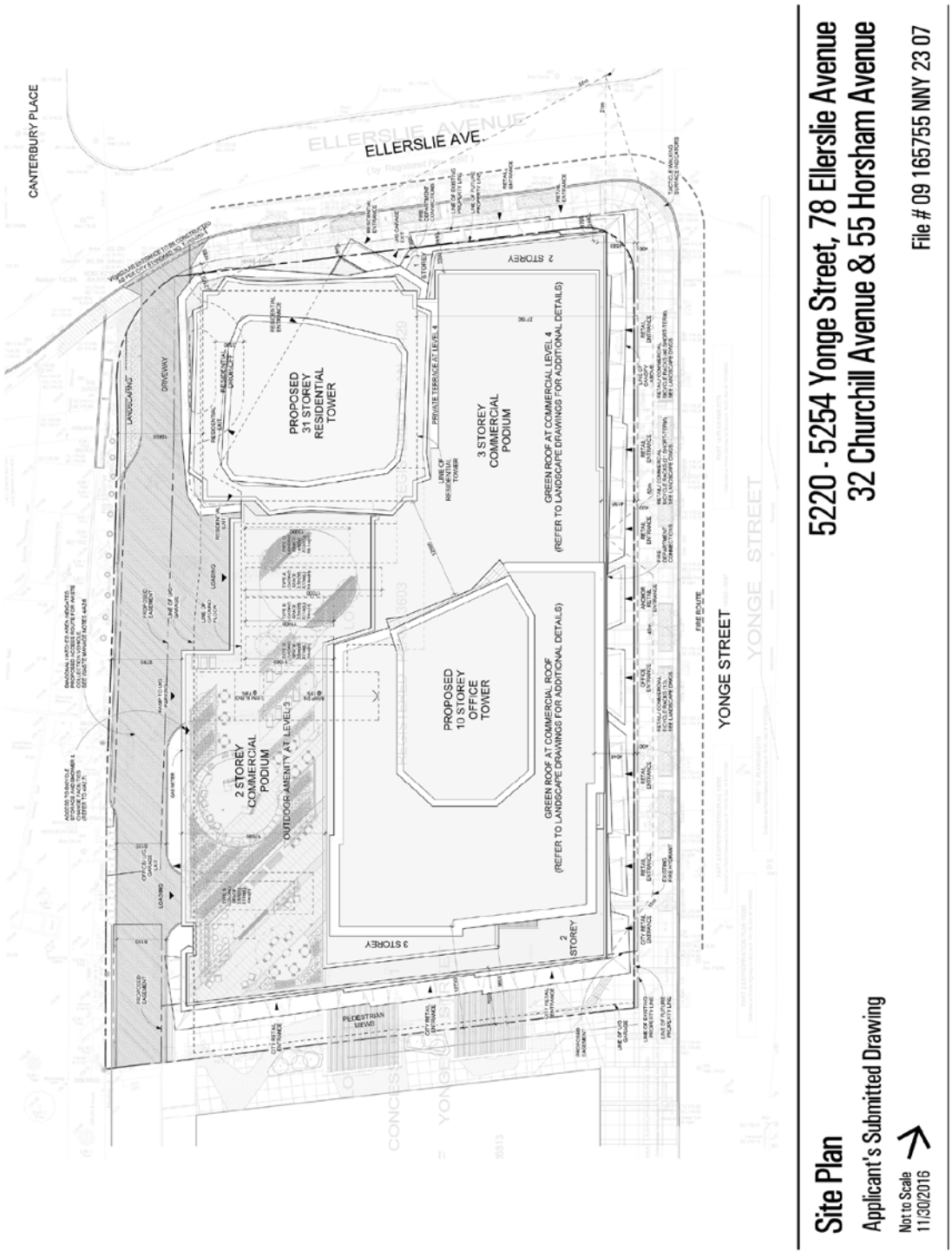
Jennifer Keesmaat, MES, MCIP, RPP
Chief Planner and Executive Director
City Planning Division

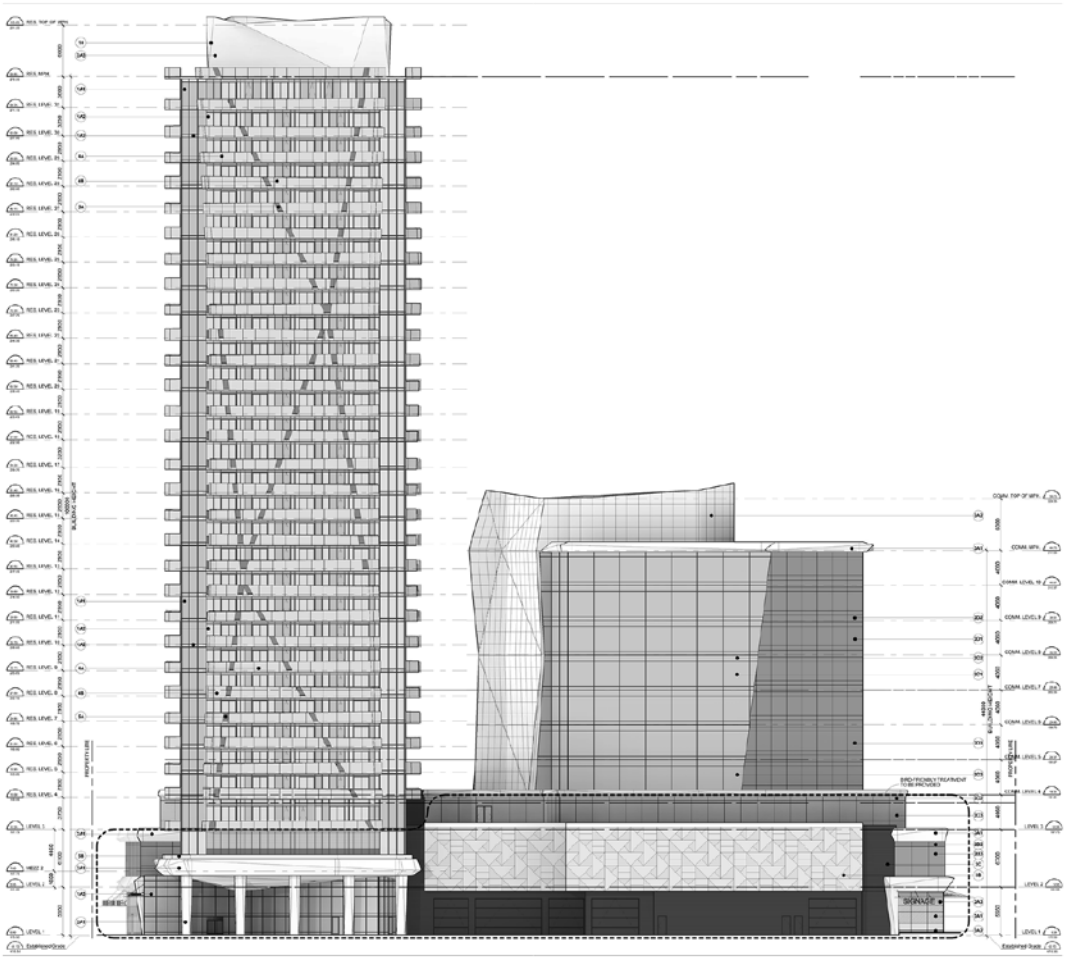
ATTACHMENTS

Attachment 1: Site Plan
Attachment 2a: West Elevation
Attachment 2b: East Elevation
Attachment 2c: North Elevation
Attachment 2d: South Elevation
Attachment 3: Draft Term Sheet for Social Facility Space (City Space)
Attachment 4: Draft Official Plan Amendment
Attachment 5: Draft Zoning By-law Amendment
Attachment 6: Draft Site Plan Approval Conditions
Attachment 7: Application Data Sheet

Attachment 1: Site Plan



Attachment 2a: West Elevation



West Elevation

Elevations

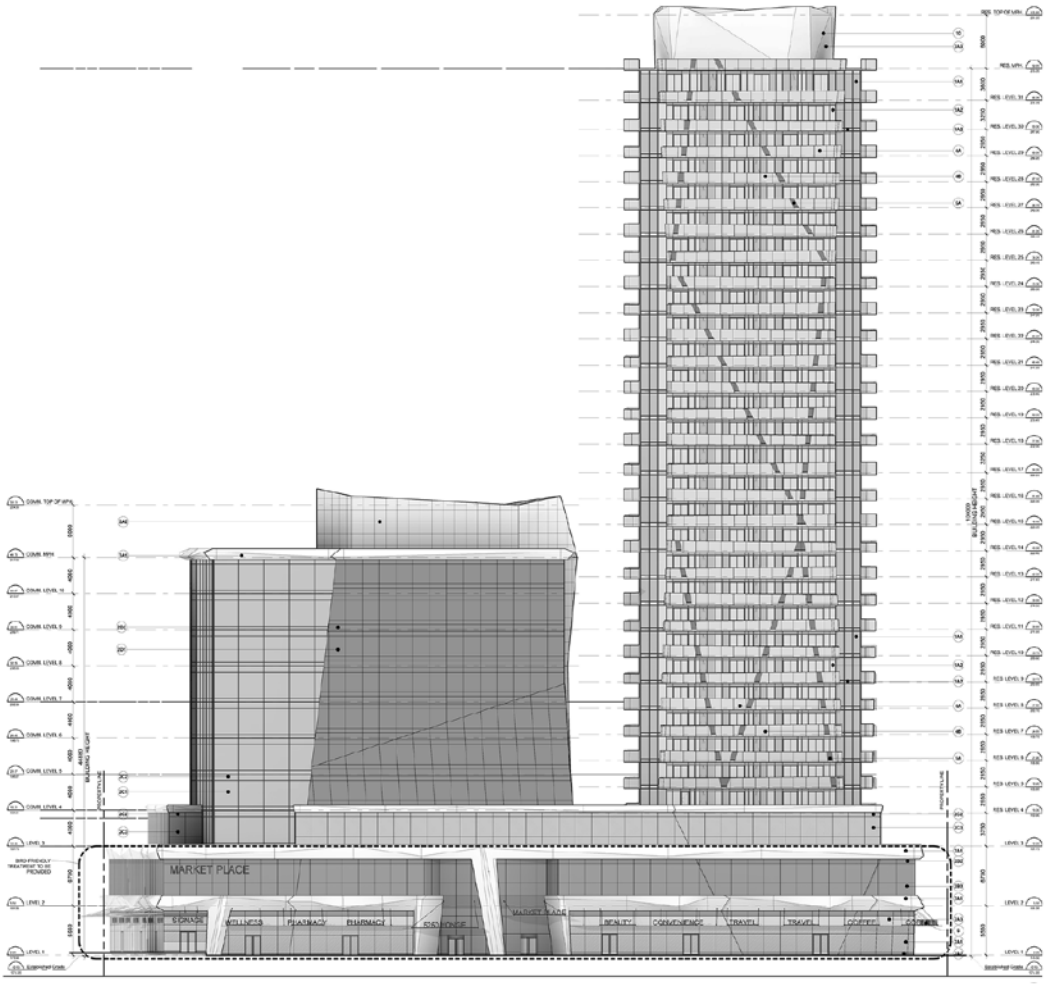
Applicant's Submitted Drawing

Not to Scale
11/30/2016

5220 - 5254 Yonge Street, 78 Ellerslie Avenue
32 Churchill Avenue & 55 Horsham Avenue

File # 09 165755 NNY 23 OZ

Attachment 2b: East Elevation



East Elevation

Elevations

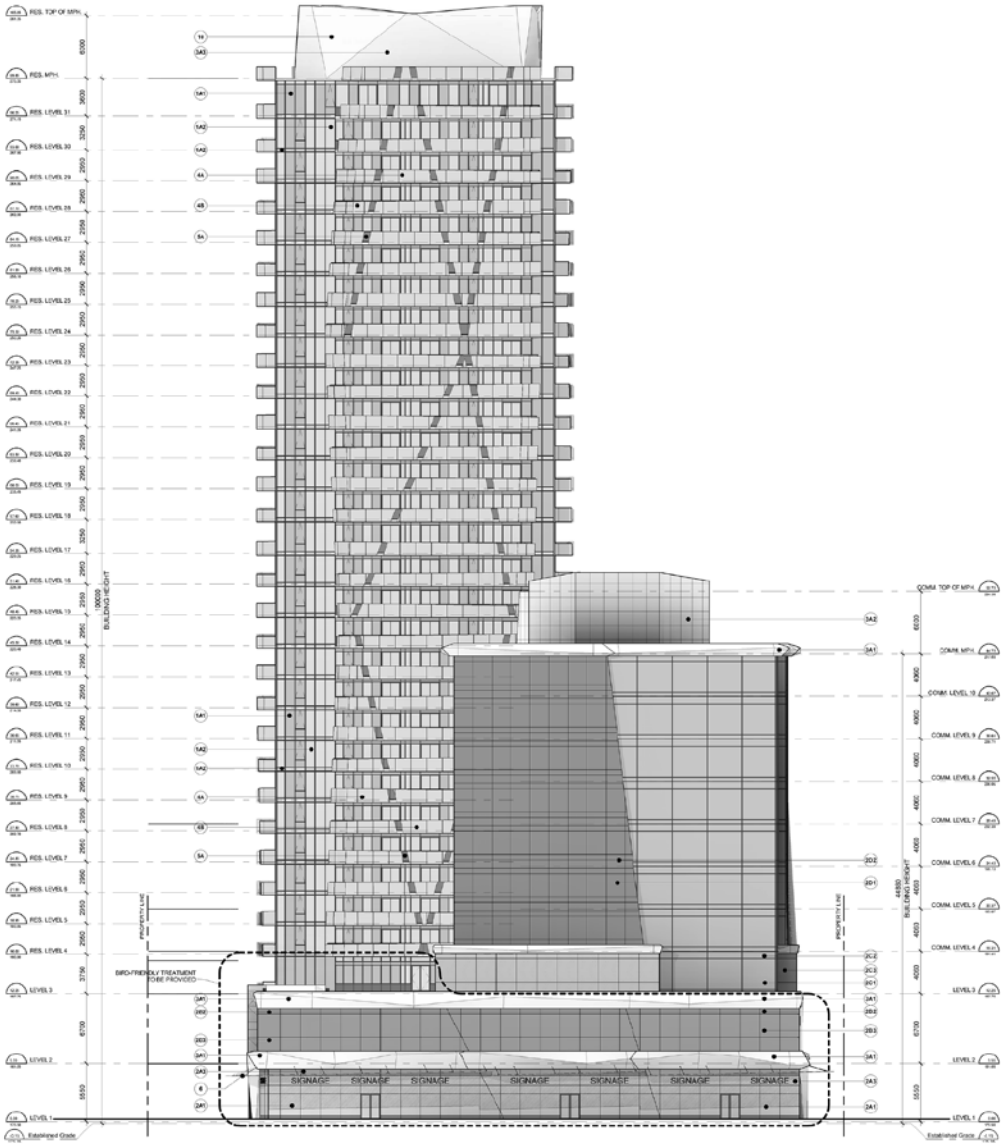
Applicant's Submitted Drawing

Not to Scale
11/30/2016

5220 - 5254 Yonge Street, 78 Ellerslie Avenue
32 Churchill Avenue & 55 Horsham Avenue

File # 09 165755 NNY 23 OZ

Attachment 2c: South Elevation



South Elevation

Elevations

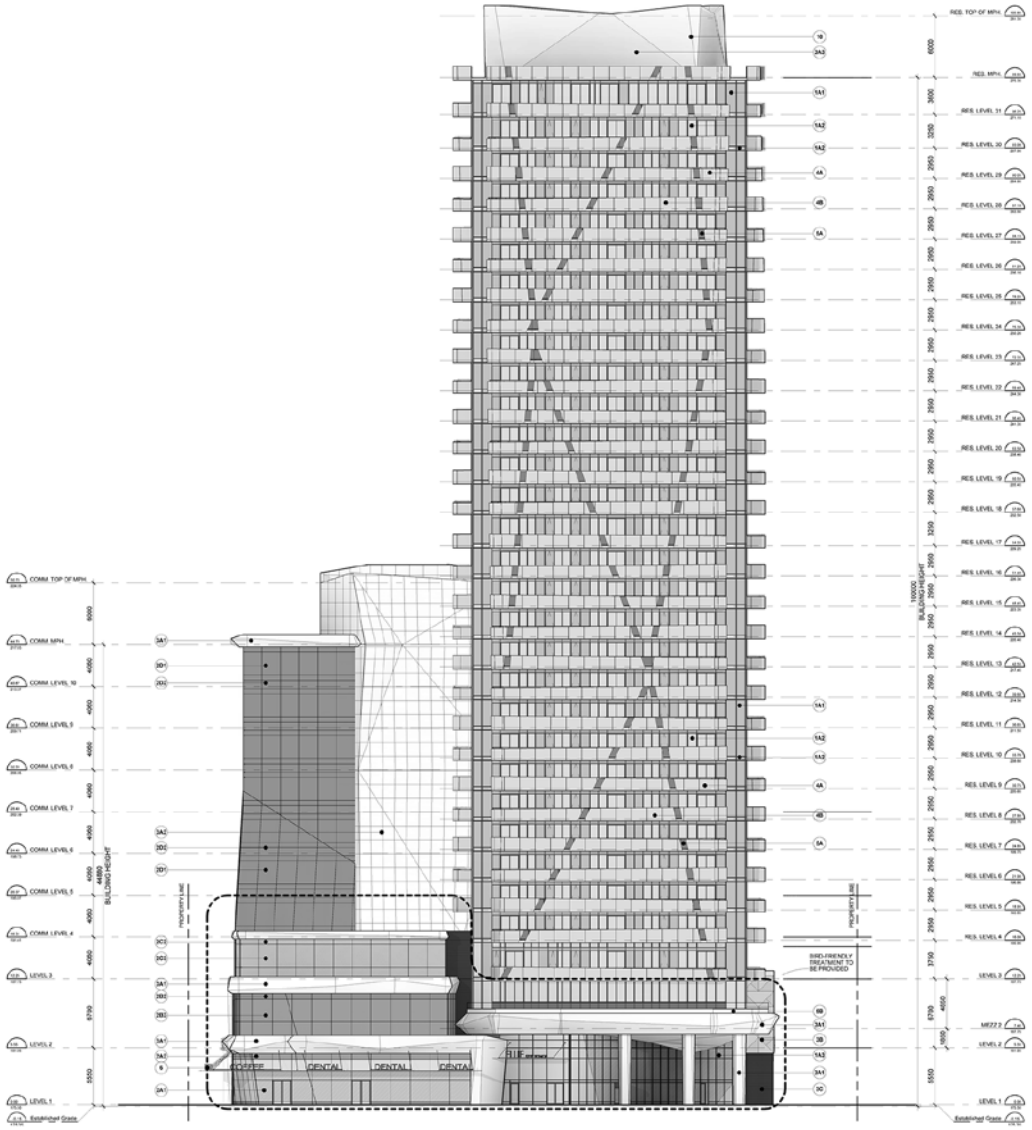
Applicant's Submitted Drawing

Not to Scale
11/30/2016

5220 - 5254 Yonge Street, 78 Ellerslie Avenue
32 Churchill Avenue & 55 Horsham Avenue

File # 09 165755 NNY 23 OZ

Attachment 2d: North Elevation



North Elevation

Elevations

Applicant's Submitted Drawing

Not to Scale
11/30/2016

5220 - 5254 Yonge Street, 78 Ellerslie Avenue
32 Churchill Avenue & 55 Horsham Avenue

File # 09 165755 NNY 23 OZ

Attachment 3 – Draft Term Sheet – Social Facility Space

SCHEDULE "D"

TERMS AND CONDITIONS
SOCIAL FACILITY SPACE & PEDESTRIAN MEWS

1) Description of area being conveyed to the City in fee simple:

Generally as shown on the Ground Floor Plan A2.6 prepared by Kirkor Architects and Planners, dated December 28, 2016 (the "**Ground Floor Plan**"), The ground floor area labelled "City Retail" and having a floor area of not less than 324.59 m², this area may be subdivided into smaller units, the size of these units to be determined by the City, having a total area of not less than 324.59 m² and will be completed to base building standard and finished by the Owner as discussed in sections 3) and 4) below (collectively, the area and the improvements thereon are known as "**Social Facility Space**").

The Owner covenants that the Social Facility Space will have access to and use of all of the shared facilities, services and utilities of the Development reasonably necessary for the safe and efficient use of the Social Facility Space in a manner similar to a ground floor commercial unit in the Development as determined by the City acting reasonably (the **"Shared Facilities"**).

2) Particulars of the Social Facility Space being conveyed:

a) The Social Facility Space will be separate and apart from the rest of the Development and have separate access points as agreed upon between the parties and in particular, with access from the Social Facility Space onto the Pedestrian Mews. Each unit to be constructed within the Social Facility Space, and all washrooms within the Development serving the Social Facility Space, will be handicapped accessible and constructed in accordance with the Ontario Building Code and City of Toronto accessibility standards.

b) The Owner confirms that the interior service door shown as part of the Social Facility Space will provide internal access to the loading and garbage areas of the Development as determined by the City acting reasonably.

c) The Owner shall provide an access route that is functional and does not require special care and attention to gain access to the service door leading to the loading and garbage facility in the location as illustrated on the Ground Floor Plan.

d) Owner acknowledges and understands that the City will need to have the flexibility to determine the size and uses of these units consistent with the Amending By-laws as they may be amended from time to time. The Owner will follow the City's design and fit-up requirements for the Social Facility Space.

e) None of the Shared Facilities within the Development which are to be shared by the City with one or more of the condominium corporations to be formed on completion of the Development or other components of the Development, will be located in the Social Facility Space.

f) The Parties intend that the finishing of the Social Facility Space will be completed by the Owner prior to the conveyance to the City. Upon conveyance, the Owner shall have no further obligations with respect to the Social Facility Space except as may be agreed upon by the parties in writing or is otherwise expressly provided for herein.

3) Exterior Finishes:

All exterior finishes shall be to the satisfaction of the Chief Planner, the Director of Real Estate Services and the local Councillor. As a minimum, the City requires a fixed door for each unit to be created within the Social Facility Space, and an overhead roll-up glass door or alternative design to achieve a similar objective that can open fully, creating open access/permeable walls in good weather. The exterior finishes shall be consistent with those chosen for the Beacon Project (hereinafter defined).

4) Interior Finishes:

a) The Owner entirely at its own cost shall pay for the design and construction of the Social Facility Space as turn-key space to the City, as determined by the City in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Owner acknowledges and agrees that the design and finishes of the Social Facility Space and the unit(s) to be created therein will be developed in consultation with and to the satisfaction of the City (the "**Finishing Plans**"). Such finishing plans shall be consistent with those chosen for the Beacon Project. For the purposes of this Term Sheet, "turn-key" means Base Building Improvements plus the improvements to be undertaken as contemplated by the Finishing Allowance. "**Base Building Improvements"** means: (i) basic improvements including, but not limited to, concrete floors finished with ceramic tile, drywall walls taped, sanded and painted, dropped ceilings with acoustic tiles, life safety systems and emergency lighting, lighting, electric panel and heating, cooling and ventilation, plumbing (see also subsection (f) below and (ii) exterior finishes as described in section 3 above).

b) The flooring, ceiling and wall finishes shall be determined by the City in accordance with the type of use the unit will be constructed for. The Social Facility Space on turnover to the City must meet all the Ontario Building Code requirements, City By-law requirements and accessibility requirements, as well as any health and safety requirements. The City will work with the Owner's Architect and space design team to design and construct the Social Facility Space, at a quality of finishes consistent with City standards, the finishes described in Appendix "A", and requirements necessary to operate the business, to the satisfaction of the City and such design shall be consistent with those that are used for the Beacon Project.

c) The Owner's requirement on the type and degree of finish includes but is not limited to this section and attached Appendix "A".

d) The Owner acknowledges and agrees that the use of the Social Facility Space is still to be determined and that the Owner at its sole cost will work with the City to design the Social Facility Space to accommodate uses of intensive cooking (estimated at 30%), light cooking (estimated at 40%) and no cooking (estimated at 30%), as determined solely by the City and to be constructed, all within the budget established by the Finishing Allowance.

e) The Owner acknowledges that, if there are any deficiencies in the Social Facility Space identified within one (1) year following closing, it will be the Owner's responsibility to correct any deficiencies at its sole cost within a commercially reasonable time frame.

f) The Owner acknowledges and agrees that it will be responsible at its sole cost for the initial responsibility to install, supply, repair and maintain all the mechanical components providing service to the Social Facility Space, which obligation shall continue for a period of one (1) year after substantial performance of construction of the Development. Without limitation, this responsibility includes the HVAC system servicing the Social Facility Space, the electrical power and panel coming into the Social Facility Space, the plumbing coming into and outgoing from the Social Facility Space, including the installation of check meters for incoming hot and cold water supply lines, the sprinkler system and life and safety equipment, the intake and exhaust ventilation system required for any food preparation (i.e. cooking) that is serving the Social Facility Space. On closing, the Owner shall assign to the City all warranties received from third party contractors and suppliers related to equipment and improvements installed within the Social Facility Space.

g) The Owner acknowledges and agrees that the Social Facility Space shall not have an HVAC system installed within the Social Facility Space but will be supplied from the main building HVAC system serving the complex as a whole. The City will not be required to pay for any costs related to the HVAC system of the complex other than the City's share of HVAC costs as addressed in the ECA (hereinafter defined).

h) The Owner acknowledges and agrees to provide, at its cost and within the Ground Floor Retail Space, all washroom facilities to meet the requirements of the Social Facility Space, in accordance with accessibility standards. Washroom facilities will be provided outside of the Social Facility Space.

5) Use of Units

a) The Social Facility Space is conveyed to the City as a social facility unit, and may be used for any use the City may decide in accordance with all permitted uses pursuant to the North York Centre Secondary Plan and the Amending By-laws, as they may be further amended from time to time.

b) Specific uses of the Social Facility Space are still unknown; some or all of the Social Facility Space may be divided into smaller units. All uses shall be legally permissible, and may include but not be limited to the following commercial/retail uses: restaurant or

fast food, butcher shop, fish market, grocery store, bakery, deli, cheese store, general merchandise, and any other use that would be complementary to the area.

c) For clarity there shall be no restriction or prohibitions placed on title to the Social Facility Space. Restrictions such as not selling perishable food do not apply to the Social Facility Space

d) There shall be no non-competition clauses in the transfer documents.

6) Financial Matters

a) The Owner acknowledges that the Social Facility Space constitutes a social facility unit and is being conveyed to the City at nominal cost. The Owner will pay all costs associated with conveyance of the Social Facility Space to the City, including any land transfer tax payable by the City in respect of the conveyance.

b) The City will not be responsible for any costs associated with the construction of the Social Facility Space, all of which work will be completed by and costs will be paid by the Owner.

c) Because conveyance of the Social Facility Space will occur after the Owner has received the benefit associated with providing the Social Facility Space, prior to the issuance of the first above-grade building permit for the Development the Owner will provide the City with:

i. a letter of credit in the amount of $1.2 million, being the full value of unfinished Social Facility Space, and

ii. a letter of credit in the amount of $1.3 million (the "**Finishing Allowance**"), being 125% of the full value of the estimated costs to finish the Social Facility Space in the manner more fully described herein.

d) The Owner agrees to keep the City fully informed as to the progress of construction, the anticipated date of completion of the Development, and the estimated time the Owner will need to complete construction and finishing of the Social Facility Space to the City's specifications. Not more than eighteen (18) nor less than sixteen (16) months before the anticipated substantial completion date of the Social Facility Space, the Owner will provide the City with notice of the date and arrange for an initial meeting to discuss the City's intended uses for and finishing of the Social Facility Space. The Parties agree to work diligently thereafter to finalize plans and specifications for completing and finishing the Social Facility Space and the Owner agrees to undertake the work as specified and agreed upon to be completed prior to the earlier of occupancy of the proposed office tower or 90-days prior to release for registration of the proposed residential condominium declaration and description.

e) The terms upon which the City may draw on the letter of credit for the Finishing Allowance will include the Owner failing to complete the Social Facility Space prior to

the earlier of occupancy of the proposed office tower or 90-days prior to release for registration of the proposed residential condominium declaration and description.

f) Save for *force majeure*, in the event the Owner fails to complete the Finishing Work as required, the City shall be entitled after appropriate cure periods and notices, to engage its own trades or utilize the trades that were already in place from the Owner and draw down from the Letter of Credit to pay for such costs. Notwithstanding the foregoing, the City shall be entitled to charge a fifteen percent (15%) management fee to manage the process of completing the Finishing Work provided however that in no event shall the City be entitled to collect more than the face amount of the Letter of Credit.

7) Easement and Cost-Sharing Agreement

The City, all the condominium corporations or freehold owners having use of the Shared Facilities, and the owner of the stratified fee simple segment of the Development containing the rental housing units will enter into an Easement and Cost-Sharing Agreement to facilitate the integration of the various elements of the Development. The Easement and Cost-Sharing Agreement ("**ECA**") will be in a form and content satisfactory to the City Solicitor and Chief Corporate Officer and shall include but not be limited to the following:

a) The City, its employees, tenants, patrons et al. of the Social Facility Space shall have access and use of the Shared Facilities, including the right of access to the public washrooms located on the ground floor of the retail area.

b) The City shall not be responsible for repair and maintenance, including capital expenditures, for any of the Shared Facilities except to the extent of its contribution for such costs as discussed below.

c) The Development shall have an easement for access to the Social Facility Space in order to fulfill its repair and maintenance obligations as they relate to services connected to or amenities and services located within the Social Facility Space, as set out in the ECA.

d) In allocating responsibility for the costs associated with the Shared Facilities among the parties to the ECA, the City's liability for such costs shall be limited to twenty-five percent (25%) of the rate per square foot (or such other method of allocation among the parties as may be appropriate under the circumstances) that would be paid by the other parties to the ECA.

e) The ECA will include arrangements for access to Shared Facilities after business hours, including notification, and appropriate arrangements to accommodate such requests.

f) The ECA will provide that the City will not be required to make any payments in respect of the Shared Facilities until such time as the Mews are completed, such that the Social Facility Space can be commercially used and operated by the City.

g) The Owner shall register the ECA on title to the appropriate components of the Development, as determined by the City, including the Social Facility Space and upon completion of such registration, the Owner shall provide its lawyer's legal opinion,

addressed to the City and in a form satisfactory to the City Solicitor, confirming that the registration of the ECA is first in priority, free and clear of all encumbrances save and except the any other easements required to be granted pursuant to this Section 37 Agreement.

8) Transfer and Ownership

a) The Social Facility Space shall be conveyed by the Owner to the City nominally as a freehold stratified fee simple interest, free of all encumbrances.

b) The Owner will convey the Social Facility Space to the City prior to the earlier of occupancy of the proposed office tower or 90-days prior to release for registration of the proposed residential condominium declaration and description.

c) Upon completion of the conveyance, the Owner shall provide its lawyer's legal opinion, addressed to the City and in a form satisfactory to the City Solicitor, confirming that the City is obtaining marketable title in fee simple to the Social Facility Space free and clear of all encumbrances save and except the easements contemplated in the Easement and Cost-Sharing Agreement discussed above and any other easements required to be granted pursuant to this Section 37 Agreement.

d) The Owner shall provide a full covering warranty for all the base building systems, including mechanicals, and the finishing work, as well as all other construction related matters with respect to the Social Facility Space, for a one year period from the date of transfer of the Social Facility Space to the City. The Owner shall assign to the City all warranties and guarantees from contractors, subcontractors and suppliers which continue past the Owner's one year covering warranty.

9) City's Future Responsibility

The City acknowledges that it will be responsible for the future repairs and maintenance of the interior of the Social Facility Space, including operating equipment, fixtures and chattels installed by the City or future tenants within the Social Facility Space boundaries and for all other improvements supplied by the Owner following expiry of the warranty period. Furthermore upon completion of the Owner's Work as required hereunder, there shall be no further obligation of the Owner arising from any subsequent revisions to the Social Facility Space made by the City.

10) Costs to be paid by the City under ECA

a) The City shall pay for utilities consumed in the Social Facility Space, where possible these utilities will be separately metered and paid by the City (or its tenant) directly to the utility company. The meters will be installed by the Owner at its sole cost.

b) The units will be heated and cooled by the central building HVAC system. The City will be responsible to pay for the heating and cooling of the Social Facility Space, in a manner to be provided for in the ECA.

c) The City shall pay a pro-rata share only for Shared Facilities it has continuous and regular use of, this being the loading area, and garbage disposal area, the public washrooms and service corridors to get to the above areas. The ECA will provide that the City will only pay 25% of the pro-rata share of these operating costs.

11) Ingress and egress to the loading area and garbage disposal area

a) The Social Facility Space will be provided with access to loading areas, garbage storage and pick-up areas, public washrooms and vehicle and bicycle parking areas as are provided to serve the other components within the Development.

b) The Owner shall provide the City with non-obstructed and accessible interior access to the loading and garbage disposal area in the Building, as discussed and noted herein.

c) The Owner shall provide at their cost the required containers and operational arrangements to be able to meet the City's waste diversion program, including organic waste disposal.

12) The Pedestrian Mews

a) The Owner acknowledges that the Social Facility Space is intended to form part of a larger City initiative which will involve both the Development and a proposed development immediately to the south of the Development (currently known as the "**Beacon Project**"). The Pedestrian Mews is intended to be operated in conjunction with a similar pedestrian mews to be constructed as part of the Beacon project (collectively, the two walkways together will be known as the "**Mews**") flanked by the Social Facility Space to the north and a similar initiative to be established by the City in connection with development of the Beacon Project. Design and finishing of the Social Facility Space and the Pedestrian Mews shall be consistent with those for the Beacon Project, as determined by the City in its sole and unfettered discretion. The Mews will be managed by a single entity as chosen and determined by the City in its sole and unfettered discretion.

b) As a condition of its development approvals to permit construction of the Development, including site plan approval (the "**Approvals**"), the Owner will be granting to the City for nominal consideration a non-exclusive surface easement for public pedestrian access over the southerly 7.0 m (approximate) of the property commencing at Yonge Street and extending approximately 57.24 m to the west, together with an easement for the exclusive right to program and carry out related activities within the Pedestrian Mews (the "Pedestrian Mews Easement").

c) The Pedestrian Mews Easement shall be granted, for nominal consideration, to the satisfaction of the City Solicitor prior to the transfer of ownership of the Social Facility Space.

d) The Pedestrian Mews will form part of the completed Mews. Prior to creating the Pedestrian Mews, the City and the Owner will establish a design for the entire Mews, entirely at the Owner's own cost in accordance with City specifications and to the

satisfaction of the Chief Planner and Chief Corporate Officer, so that if the Pedestrian Mews is not constructed concurrently with the corresponding area of the Beacon Project, the segment first constructed will be consistent with and complementary to the overall design of the Mews.

e) Prior to site plan approval, the Owner shall provide to the City a letter of credit in an amount sufficient to construct and finish the Pedestrian Mews.

f) The Pedestrian Mews shall be designed and constructed in accordance with the conditions of site plan approval for the Development. The parties acknowledge that an overland stormwater easement will be granted for overland stormwater flow that may occur beneath the Pedestrian Mews and that the design of the Pedestrian Mews will consist of structural walkway elements that will not impede the stormwater flow and that can be lifted or raised to enable servicing of the stormwater area from time to time. In addition, a storm sewer easement shall be granted, together with a storm sewer easement beneath the Pedestrian Mews.

g) Provisions respecting the stormwater flow beneath the Pedestrian Mews and the related surface stormwater easement are provided in the main body of this Section 37 Agreement as they relate to the stormwater flow and related easement beneath the Pedestrian Mews. The Owners agrees that the City shall not be responsible for the maintenance of the physical structure of the Pedestrian Mews, including the structural elements upon which people walk, and the hard surface below the mews over which stormwater flows. The Owner shall have primary responsibility to maintain and repair the surface stormwater area below the Pedestrian Mews. Should the City determine to access the surface stormwater area, the City shall provide the Owner with advance notice thereof, but the City will not be responsible to reinstate the hard surface over which stormwater flows.

h) The Owner shall be responsible for constructing the Pedestrian Mews in accordance with the agreed-upon design, including decorative paving, planters and trees, public seating**,** attractive railings, lighting and other enhancements as stipulated in the Approvals and to the satisfaction of the Chief Planner and Chief Corporate Officer.

i) The Owner shall be responsible for the repair and maintenance of the Pedestrian Mews.

j) The Owner releases the City from any claims it has or may have and shall indemnify the City from any claims made or proceedings which may be brought against the City for any injury or damages as a result of public use of the Pedestrian Mews and as a result of the stormwater flow which may occur in the surface stormwater area below the Pedestrian Mews.

k) The Owner and Beacon will construct, and the Owner shall be responsible for, all repairs, maintenance and capital expenditures related to their respective sections of the Mews.

l) The Owner will be responsible for the cleaning, snow removal, garbage and waste collection and disposal, as well as the security and supervision of the Pedestrian Mews, the particulars of which will be included in the ECA.

m) The Approvals will require the Owner to grant an easement to the City to run programs in the Pedestrian Mews. The City shall have full control of the planning and implementation of programming for the Pedestrian Mews and shall be responsible for all costs associated with the set-up and take-down of running the programs, including the clean-up of the Pedestrian Mews following the program.

n) The City shall have use of the Pedestrian Mews including, without limitation, uses for events, music staging, sponsorship booths, staging, market carts, moveable café style seating, spill-outs associated with the use of Social Facility Space, and any other use associated with City programming.

o) The ECA will require that a reserve fund will be created to ensure adequate funds are always available for the repair, maintenance and replacement of any chattels, fixtures or capital components so as to keep the Mews in a state of good repair and as required to keep the Pedestrian Mews in an inviting and appealing condition for the general public.

p) The City and the Owner shall annually do an assessment of the state of good repair for the Pedestrian Mews and establish the amount required for capital expenditures that year.

q) Notwithstanding the City's programming rights, the City will not be liable for any issues arising related to the condition of the Pedestrian Mews or abutting properties both above and below the surface, save and except for damage to the Pedestrian Mews arising from the negligence of the City in setting up or taking down event-related equipment, which will be reflected in the ECA. Any problems in respect of the abutting properties shall be the responsibility of each party at their sole cost.

APPENDIX "A"

PLANS, OWNER'S APPROVAL AND CONDUCT OF WORK

1. After the completion of the architect and engineer's base building drawings, the Owner agrees to work with the City and to provide to the City a Base Building floor plan of the Social Facility Space and any other drawings required by the City for the review and design of the Social Facility Space, these drawings shall be free of charge. These drawings will form the baseline for the finishing plans.

2. The Owner shall work with the City to prepare the design plans and use of the units, upon determination of the design by the City working with the Owner's architect and engineers the City shall provide written approval to the Owner that the requirements, drawings, specifications, construction schedules, sketches or blueprints prepared by the Owner's architect or engineer and any other documents or permits necessary for the City's work, illustrating the interior design work within sufficient detail, including how it affects the mechanical systems, electrical systems, fire/life safety and structural elements affecting the building. All copies of as-built drawings with any changes are to be prepared by the Owner, which shall be retained by the Owner with a copies provided to the City.

3. The City shall not make any structural alterations or any alterations to the inside of the Social Facility Space, which shall alter the structural parts of the Building constituting part of the Shared Facilities.

4. No Owner's work on the Finishing Plans (hereinafter defined) for the City Space shall be commenced until the City has approved the Finishing Plans in writing and the City's work shall be performed strictly in accordance with the Finishing Plans as previously approved in writing by the City.

5. The Owner shall keep the Social Facility Space insured during the period of time in which the Owner is carrying out the City's work as may be required by the City. The Owner shall be responsible for and keep insured all fixtures and improvements made to the Social Facility Space and shall assume all liability in respect of same.

6. Prior to performing any work, the Owner shall obtain all necessary consents, permits, licenses, certificates and inspections from all municipal, governmental and regulatory authorities having jurisdiction, and shall make available to the City copies of same and shall post permits as required.

7. The opinion in writing of City approved architect or other qualified consultants shall be binding on both the Owner and the City respecting all matters of dispute regarding the Owner's work, including the state of completion and whether or not the Owner's work is completed in a good and workmanlike manner and in accordance with the City's requirements and Plans as approved by the City and Owner.

8. The Owner shall be responsible, at the Owner's cost, for performance of fire protection work in the Social Facility Space together with any other Owner related work in the Shared Facilities of the building.

9. The Owner shall be obliged to obtain any occupancy permit required by any municipal, governmental or regulatory Authority having jurisdiction and shall make it available to the City Five (5) days prior to any business operation or opening.

10. All of the work by the Owner shall be performed by competent workmen whose labour affiliations are compatible with those employed by the City and its contractors and which will not result in work stoppages or delays in the construction and completion of the Building, or other components of the Development, including exterior work on the Development. All work related to alterations to fire/life systems and HVAC equipments is to be performed by the base building contractor or a contract or approved by the Owner at Owner's expense.

11. The Owner shall pay the total fee or expense charged or incurred by the Owner's architect and consultant's work in approving the drawings and the as-built architectural and engineering plans, the Owner will also at his sole cost review, and do periodic inspection of the site and construction.

12. Owner installed ceilings, bulkheads, etc. are to be removable type (t-bar ceiling) to provide easy access to areas above the dropped ceilings of the Social Facility Space.

13. Upon the City obtaining possession of the Social Facility Space, the City shall maintain the required insurance for the Social Facility Spaces as follows:

    (a) general liability insurance with limits of not less than Two Million Dollars ($2,000,000.00) for bodily injury, death, and damage to the property;

    (b) all risks property insurance insuring not less than the total costs of the City's work; and

    (c) such other insurance as the Owner or any mortgagee of the Property may reasonably require.

    The Owner acknowledges that the City may self-insure without Owner consent.

    All policies of insurance required to be obtained by the City as set out above shall be in the name of the City and shall include the Owner (and any mortgagee, if requested) as additional insureds, shall be in a form reasonably acceptable to the Owner and shall be taken out with an insurer acceptable to the Owner. The City shall provide the Owner with certificates of insurance issued by the City's insurers and directed to the Owner upon thirty (30) days' notice from the Owner. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City may self-insure its operations, in whole or in part and in the event that the City self-insures its operations, or parts thereof, then the City shall not be required to obtain such insurance as set out herein.

14. The Owner is responsible for the cost of the removal of all construction debris.

15. The Owner shall be responsible for construction of all hydro and public utilities during the construction period of the interior work.

16. In the event the Owner has not completed part of the work, which must be done in order for the City to occupy the Social Facility Space, the City may complete the work for which the Owner is responsible and charge the Owner for such work.

OWNER'S WORK:

1. The Owner agrees to, at his/her own expense, install or perform for the City on or before receiving occupancy for the Development the following work in the Social Facility Space:

INTERIOR FINISHES :	Owner at his sole cost shall provide all leasehold improvements and interior finishing all electrical, mechanical, plumbing, partitioning, and any fire rated assemblies, mill work, interior painting, as noted below.
WALL :	All demising walls, interior walls and columns and City's demising partitions are on light gauge metal studs, including painting suitable for the proposed use. Exterior walls are glazing.
STOREFRONT/ ENTRY :	ENTRY: Tempered glass door and hardware as per Owner's plan for exterior units. STOREFRONT: Supply and install main door and overhead roll-up glass doors or alternative design to achieve a similar object that can open fully, creating open access/permeable walls in good weather in accordance with the Owner's architect's design.
FLOORS :	Steel troweled concrete for Base Building. City's finishes as may be selected by City.
CEILING :	Drop ceiling shall be installed suitable for the proposed use.
PLUMBING & DRAINAGE:	The Owner at his sole cost shall install the necessary plumbing system in the Social Facility Space that would be required or requested by the City. As a minimum, there will be at least one washroom meeting accessibility requirements in the Shared Facilities servicing the Social Facility Space, to be provided for in the Finishing Plans. The number and location of washrooms, including those meeting accessibility requirements, will depend on how the Social Facility Space is divided and the uses of the units. If the building code requires more than one washroom the Owner at his sole cost shall provide the required washrooms for each unit, as well as a janitorial closet, kitchen and any other requirement is needed by the City for the proposed use. The Owner will also provide to the Social Facility Space that may be designed for a restaurant or fast food operation the required sanitation sinks and grease traps to meet the health and safety requirements.

The Owner at their sole cost shall install a minimum of one (1) water check within the Social Facility Space.

EXHAUST SYSTEM: The Owner at his sole cost will provide the necessary exhaust system to accommodate the use of the Social Facility Space as shown in the Finishing Plans.

Exhaust system unit or related duct work to the Social Facility Space from the main exhaust duct line will be connected and distributed by the Owner at Owner's expense.

MECHANICAL SYSTEM : The Owner shall, at his sole cost, install an energy efficient heating and cooling system to provide year round heating and cooling at cooling capacity of approximately 1 ton/250 sq. ft. of purchased premises or as otherwise may be required by the City. Mechanical ventilation in compliance with Ontario building Code and best industry practice, including fresh air and exhaust air, from a central system will be ducted and distributed to the Social Facility Space.

The Owner at his sole cost shall also provide the following:
- Full interior air distribution system and any additional cooling requirement over the Owner's provision of 1 ton/250 sq. ft.
- HVAC system installed to service the Social Facility Space shall be designed and constructed in such a manner to provide indoor air quality that complies with current ASHRAE standards.
- Any additional and /or special ventilation/ intake and exhaust system necessary for use of a Unit over the Owner's provision, including necessary equipment or the legal operation of a restaurant, fast food outlet, or any other operation that requires an air make-up unit.

ELETRICAL SYSTEM : Electrical distribution including power panel, wiring, lighting fixtures, receptacles and wiring of HVAC equipment within the Social Facility Space shall be at the expense of the Owner. It is noted that some Social Facility Space may require a higher amperage to accommodate any freezer installations, if so, Owner shall provide the appropriate power as determined by the City's engineer.

For Restaurant – Owner will provide a 200 amp, 600 volt, 3 phase, 4 wire electrical service with a fused panel and disconnect switch in the restaurant. If additional power is required Owner shall provide at his sole expense this additional power requirement. Distribution and step down transformer shall be at Owner's expense.

For Fast Food - Owner will provide a 100 amp, 120/208 3 phase, 4 wire electrical service with a fused panel and disconnect switch in each unit. If additional power is required Owner shall provide at his

	sole expense this additional power requirement. Distribution and step down transformer shall be at Owner's expense. **For Retail Units** - Owner will provide a 100 amp 120/208 3 phase wire, electrical service with a fused panel and disconnect switch in each unit up to 1,500 sq. ft. If additional power is required Owner shall provide at his sole expense this additional power requirement. Distribution and step down transformer shall be at Owner's expense. Electrical service for City's Units will be check metered and power consumption within the Units shall be City's expense.
GAS :	**For Restaurant/Fast Food Outlet –** Gas service for the City Unit(s) will be terminated inside the Social Facility Space in a location to be determined by the City, with a check meter, for connection by the City. All Fast Food Outlet Units and Restaurants shall use gas-fired equipment for cooking and gas consumption shall be at City's expense. Gas load for the Restaurant/Fast Food Outlet shall be confirmed by the City.
SPRINKLER SYSTEM :	Owner at his sole cost shall provide alternations to the basic sprinkler system such as drops, changes in location and additional sprinkler, required by the City's interior plans shall be performed by the Owner's approved Contractor at the Owner's expense. The City will coordinate with the Owner the design of its lighting, ceiling, profiles and interior partition layout to accommodate this sprinkler system.
COMMUNICATIONS:	One 1" empty conduit will be provided from telephone room to the Social Facility Space.

Attachment 4: Draft Official Plan Amendment

Authority: North York Community Council Item NY17.45, as adopted by City of Toronto Council on July 11, 12 and 13, 2012, as amended by Motion MM ___ on March 16 and February 1 and 2, 2017

CITY OF TORONTO

Bill

BY-LAW 2017

To adopt Amendment No. 191 to the Official Plan of the City of Toronto in respect of the lands municipally known as 5220 to 5254 Yonge Street.

Whereas authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

Whereas Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto enacts:

1. The map and text attached hereto as Schedule "A" are hereby adopted as Amendment No. 191 to the Official Plan of the City of Toronto.

Enacted and passed on , 2017.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

Schedule "A"

AMENDMENT 191 TO THE OFFICIAL PLAN

LANDS MUNICIPALLY KNOWN IN 2015 AS 5220 TO 5254 YONGE STREET

The following text and maps constitute Amendment No. 191 to the City of Toronto Official Plan (being an amendment to the provisions of the North York Centre Secondary Plan):

Clause 1

Chapter Six, Section 8 (North York Centre Secondary Plan) is amended by modifying Section 12, North York Centre South Site Specific Policies, by adding the following Site Specific Policy 12.29:

29. "Lands at the southwest corner of Ellerslie Avenue and Yonge Street (29 on Map 8-12):

(i) for purposes of this exception, the Prime Frontage Area identified on Map 8-2 is intended to apply to the subject lands along the Yonge Street and the Ellerslie Avenue frontages, and is to include street related retail and service commercial uses located at grade within 30 metres of the property lines, provided that:

a) the retail and service commercial uses are directly accessible from Yonge Street or Ellerslie Avenue, when the retail and service commercial space is adjacent to the building frontage along those streets; and

b) the retail and service commercial space not adjacent to the building frontages, may be from a publicly accessible internal lobby with direct access from Yonge Street;

(ii) for purposes of this exception, residential density transfers provided for in Policy 3.4.1(d) may include service road and associated road network and buffer area transfers from 32 Churchill Avenue, 78 Ellerslie Avenue and 55 Horsham;

(iii) despite Section 6.7, private outdoor recreational space is permitted on the roof of the podium and will be counted as part of the private outdoor recreational space requirement for residential development;

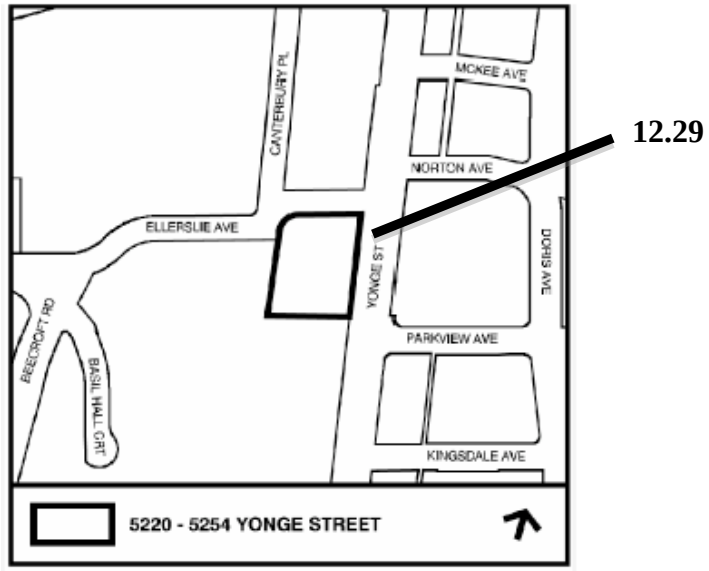
(iv) for the purposes of this exception, the City Space, which includes, among other uses, retail and social facilities managed by the City, will be deemed to be Social Facility under Section 3.3; and

(v) all other provisions of this Secondary Plan will apply."

Clause 2

Map 8-12 of Chapter Six, Section 8 (North York Centre Secondary Plan), titled "North York Centre South Site Specific Policies" is amended in accordance with Map Schedule 1, attached.

Map Schedule 1



Attachment 5: Draft Zoning By-law Amendment

Authority: North York Community Council Item NY17.45, as adopted by City of Toronto Council on July 11, 12 and 13, 2012, as amended by Motion MM ____ March 28, 2017

CITY OF TORONTO
Bill

BY-LAW-2017

To amend former City of North York Zoning By-law 7625, as amended, with respect to the lands municipally known as 5220 to 5254 Yonge Street, 78 Ellerslie Avenue, 32 Churchill Avenue and 55 Horsham Avenue.

Whereas authority is given to Council by Sections 34 and 37 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

Whereas Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto enacts:

1. Schedules "B" and "C" of By-law 7625 of the former City of North York are amended in accordance with Schedules 1 and 2 of this By-law.

2. Within the lands shown on Schedule 1 attached to this By-law, no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the lot line and the following provisions are complied with to the satisfaction of the Director, Engineering Construction Services:

(a) All new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and

(b) All water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.

3. Section 64.20-A of By-law 7625 is amended by adding the following:

"**64.20-A(247) RM6(247)**

DEFINITIONS

APARTMENT HOUSE DWELLING

(a) For the purpose of this exception, shall mean a building containing more than four (4) dwelling units each unit having access from an internal corridor system.

BAKERY

(b) For the purpose of this exception, "bakery" shall mean a restaurant or retail store that sells food products baked on the premises directly to the public, in which flour or meal is the principal ingredient, including but not limited to bread, biscuits, ice-cream cones, cakes, pies, buns, doughnuts and bagels.

BICYCLE PARKING

(c) For the purpose of this exception, "bicycle parking" shall mean an area equipped with one or more bicycle racks or lockers for the purpose of parking and securing bicycles, including any corridors used exclusively to access said racks or lockers, but not intended for general storage use.

(d) For the purpose of this exception, "bicycle parking space" shall mean a space with a minimum vertical clearance of 1.9 metres, minimum horizontal dimensions of 0.6 metres by 1.2 metres and maximum floor area of 2.0 square metres, including any associated access corridor area, that is designed and equipped exclusively for the purpose of parking and securing one or more bicycles and is not located within a dwelling unit, balcony or commercial suite.

COMMON OUTDOOR SPACE

(e) For the purpose of this exception, "common outdoor space" shall mean unenclosed, exterior, publicly accessible areas of the net site that are adjacent to the building, consist of hard or soft landscaping, adjoin a public street, provide pedestrian facilities such as outdoor seating, and may include public art.

ESTABLISHED GRADE

(f) For the purpose of this exception, "established grade" shall mean the geodetic elevation of 175.35 metres.

GROSS SITE

(g) For the purpose of this exception, "gross site" shall mean the lands shown on Schedule 1, comprising an area of 6,507.5 square metres.

GROSS FLOOR AREA

(h) For the purpose of this exception, "gross floor area" shall mean the aggregate of the areas of each floor, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor, including any areas used as balconies, but excluding:

(i) any part of the building used for mechanical floor area;

(ii) any space at, above, or below grade used exclusively for motor vehicle or bicycle parking and access thereto, including loading areas; and

(iii) the floor area of unenclosed residential balconies.

INDOOR RECREATIONAL AMENITY AREA

(j) For the purpose of this exception, "indoor recreational amenity area" shall mean an area set aside for social and/or recreational purposes, which is common to all occupants of the building. Social and/or recreational purposes, such as indoor swimming pools, exercise or entertainment rooms, change rooms, library space, lounges, meeting or party rooms and other similar uses.

LANDSCAPING

(k) For the purpose of this exception, "landscaping" shall mean trees, shrubs, grass, flowers and other vegetation, decorative stonework, walkways, patios, screening or other horticultural or landscape architectural elements, or any combination of these, but not driveways or parking areas and directly associated elements such as curbs or retaining walls.

MECHANICAL FLOOR AREA

(l) For the purpose of this exception, "mechanical floor area" shall mean floor area within a building or structure used exclusively for the accommodation of mechanical equipment necessary to physically operate the building, such as heating, ventilation, air conditioning, electrical, plumbing, fire protection, telephone, telecommunication, cable, garbage chute and elevator equipment.

NET SITE

(m) For the purpose of this exception, "net site" shall mean the gross site minus the area of any lands conveyed to the City for road widening purposes, as shown on Schedule RM6(247).The net site has an area of 6,377.9 square metres.

OUTDOOR RECREATIONAL AMENITY AREA

(n) For the purpose of this exception, "outdoor recreational amenity area" shall mean an area set aside for social and/or recreational purposes, which is common to all occupants of the building. Social and/or recreational purposes, includes areas such as playgrounds, outdoor swimming pools and seating areas.

SALES OFFICE

(o) For the purpose of this exception, "sales office" shall mean an office located on the site in a temporary building, structure, facility or trailer satisfactory to the City's Chief Planner used exclusively for the sale of dwelling units to be erected within the site.

SOCIAL FACILITY SPACE

(p) For the purpose of this exception, "social facility space" shall mean a multi-purpose space operated by a government or non-profit organization and used for community, social or cultural activities, including retail activities, and uses accessory thereto, owned and operated by a government or non-profit organization, such as but not limited to retail uses, day nursery; child daycare; counseling or crisis centre; community hall; multi-purpose hall or facilities; family resources centre, or public meeting spaces. Retail uses, are to include retail stores, including but not limited to, butchers shop, fish market, grocery store, deli, cheese store, as well as uses for events, music staging, sponsorship booths, market carts, moveable cafe style seating. The retail uses in the Social Facility Space are not included in the 2,368.80 square metres of street related retail and service commercial uses located on the ground floor along the Yonge Street and the Ellerslie Avenue frontages set out in subsections 3(jj)(iv) and 3(ii)(iv).

PERMITTED USES

(q) The only permitted uses shall be:

RESIDENTIAL

apartment house dwelling and accessory uses, including private recreational amenity areas;

The gross floor area of all residential uses, including recreational amenity areas, shall be limited to a maximum 20,849.81 square metres in the north tower on Schedule RM6(247).

NON-RESIDENTIAL

business and professional offices;
car-share parking space;
day nurseries;
professional medical offices;
retail and service commercial uses;
art galleries;
artist studios;
automatic laundry shops;
automatic teller machines;
bakeries;
banquet halls (restricted to 2nd or 3rd floors);
car rental agencies, (car-rental agency vehicles are to be located off-site;
clubs (restricted to 2nd or 3rd floors);
commercial galleries;
commercial recreation facilities;

commercial schools (restricted to 2nd or 3rd floors);
custom workshops making articles to be sold at retail on the premises;
dry-cleaning and laundry collecting establishments;
financial institutions, including banks;
fitness centres (restricted to 2nd, 3rd or 4th floors);
information processing;
outdoor café in conjunction with a restaurant;
parking lot;
personal service shops;
recreational uses;
restaurants;
retail stores;
sales office;
service shops;
social facility space;
studios;
synthetic dry-cleaning establishments;
takeout restaurants; and
accessory uses.

A minimum of 18,065.04 square metres of gross floor area shall be devoted solely to non-residential uses, of which at least 10,800 square metres of gross floor area shall be located in the 10-storey south tower and the remainder of the gross floor area in the podium building shown on Schedule RM6(247) and underground parking areas.

No non-mechanical mezzanine level, with the exception of any space used exclusively for the storage of bicycle parking, or exiting facilities as required by the Building By-law shall be located in or above the non-residential uses located on the ground floor level of any building shown on Schedule RM6(247).

Notwithstanding the preceding Section 3(q), non-residential parking spaces and residential visitor parking spaces may be shared and comingled, and made available to the general public, and a charge may be imposed for the use of such spaces, however the minimum number of parking spaces for each use must be satisfied.

EXCEPTION REGULATIONS

MAXIMUM GROSS FLOOR AREA

(r) Except as provided for in subsection (jj) of this exception, the maximum gross floor area permitted on the net site shall not exceed 29,283.75 square metres attributable to the gross site, of which a minimum of 18,065.04 square metres of non-residential gross floor area shall be provided.

NUMBER OF DWELLING UNITS

(s) The maximum number of residential dwelling units shall be 308.

BUILDING HEIGHT

(t) For the purpose of this exception, "building height", measured from the established grade, shall not exceed the maximum heights in metres shown on Schedule RM6(247), excluding mechanical penthouses, towers, parapets and other architectural features, and stairwells to access the roof.

NUMBER OF STOREYS

(u) For the purpose of this exception, the number of storeys shall not exceed the maximum shown on Schedule RM6(247), excluding mechanical penthouses, parapets and other architectural features, and stairwells to access the roof.

BUILDING ENVELOPE

(v) No portion of any building or structure erected and used above established grade shall be located otherwise than wholly within the building envelopes identified on Schedule RM6(247) except for the projections permitted in Section 6(9) of By-law 7625 as well as canopies, lights, stairs and other architectural features which may project beyond the building envelope.

MOTOR VEHICLE PARKING

(w) Motor vehicle parking spaces shall be provided within the net site in accordance with the following requirements:

(i) a minimum of 0.9 parking spaces per dwelling unit for residents, plus a 0.10 parking spaces per dwelling unit for visitors;

(ii) a maximum of 1.1 parking spaces per dwelling unit for residents; and

(iii) a minimum of 1.00 parking spaces per 100 square metres of gross floor area devoted to non-residential uses;

(x) Notwithstanding the preceding subsection (w), non-residential parking spaces and residential visitor parking spaces may be shared and comingled, and made available to the general public, and a charge may be imposed for the use of such spaces, however the minimum number of parking spaces for each use must be satisfied.

BICYCLE PARKING

(y) Bicycle parking shall be provided as follows:

(i) Residential:

- 0.68 long-term bicycle parking spaces per dwelling unit; and
- 0.07 short-term bicycle parking spaces per dwelling unit;

(ii) Non-Residential, excluding office:

- 3 short-term bicycle parking spaces plus 0.25 short-term bicycle parking spaces per 100 square metres of non-residential gross floor area; and
- 0.13 long-term bicycle parking spaces per 100 square metres of non-residential gross floor area;

(iii) Office:

- 3 short-term bicycle parking spaces plus 0.15 bicycle parking spaces for each 100 square metres of of non-residential gross floor area; and
-0.13 long-term bicycle parking spaces per 100 square metres of non-residential gross floor area;

(iv) a minimum of twenty-seven (27) of the required residential bicycle parking spaces and a minimum of nine (9) of the required commercial/retail bicycle parking spaces shall be provided in one or more bicycle room(s) located on the ground floor accessible from the outside and such bicycle parking spaces shall meet the minimum dimensions required by Section 3(d) Definition - Bicycle Parking of this By-law; and

(v) if the calculation of the number of required bicycle parking spaces results in a number with a fraction less than 0.5, the number shall be rounded down to the nearest whole number; if the fraction is equal to or greater than 0.5, the number shall be rounded up to the nearest whole number.

LOADING

(z) Provide a minimum of one Type A, three Type B and one Type G loading spaces as follows:

(i) Type A Loading Space means a loading space that is a minimum of 3.5 metres wide, 17.0 metres long and has a minimum vertical clearance of 4.4 metres;

(ii) Type B Loading Space means a loading space that is a minimum of 3.5 metres wide, 11.0 metres long and has a minimum vertical clearance of 4.0 metres; and

(iii) Type G Loading Space means a loading space that is a minimum of 4.0 metres wide, 13.0 metres long and has a minimum vertical clearance of 6.1 metres.

LANDSCAPING

(aa) A minimum of 1,120 square metres of landscaping shall be provided on the net site, including the required outdoor recreational amenity area and the required common outdoor space, including areas located on the podium roof.

COMMON OUTDOOR SPACE

(bb) A minimum of 723 square metres of common outdoor space shall be provided on the net site.

OUTDOOR RECREATIONAL AMENITY AREA

(cc) A minimum of 1.5 square metres per dwelling unit of outdoor recreational amenity area shall be provided on the net site, on the podium roof adjacent to the residential indoor recreational amenity area.

INDOOR RECREATIONAL AMENITY AREA

(dd) A minimum of 1.5 square metres per residential dwelling unit of indoor recreational amenity area shall be provided on the net site.

FLOOR ELEVATION

(ee) The floor elevation of the non-residential space located on the ground floor level of any building shown on Schedule RM6(247) fronting onto and directly accessible from Yonge Street or Ellerslie Avenue shall be level with the elevation of the adjacent exterior pedestrian walkway, up to a minimum depth of 8.5 metres within the building.

PROVISIONS NOT APPLICABLE

(ff) The provisions of Sections 6(22)(b), 6(22)(c), 6A(2), 6A(6), 6A(8), 6A(16), 15.1(b), 15.7, 15.8 and 20-A of By-law 7625 do not apply.

INCREASED DENSITY

(gg) Pursuant to Section 37 of the Planning Act, and subject to compliance with this By-law, the increased maximums in gross floor area authorized under subsection (jj) of this exception are permitted beyond that otherwise permitted on the lands shown on Schedule 1 in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in subsections (hh) and (ii) hereof, provided these 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. The owner shall not use, or permit the use of a building or structure erected with increased maximums in gross floor area authorized under subsection (jj) unless all provisions of subsections (hh) and (ii)

are satisfied. Where subsection (hh) 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.

(hh) Prior to the issuance of:

(i) any building permit, including a permit for excavation, piling or shoring with respect to the development, the owner shall provide a letter of credit in the amount of $1,810,000 dollars, to secure the completion of the works required to relocate the existing 900 mm storm sewer, plus an engineering fee of $102,000 and a maintenance fee of $125,000 all of which relate to relocation of the existing storm sewer, which facility is characterized as a matter required to implement the development of the proposal and not as a community benefit;

(ii) the first above-grade building permit for the lands, the owner shall provide the following:

a) A letter of credit in the amount of $1,200,000 dollars, being the full value of the unfinished Social Facility Space; and

b) A letter of credit in the amount of $1,300,000 dollars, being 125% of the full value of the estimated costs to finish the Social Facility Space.

(ii) The owner of the subject lands shall enter into one or more agreements with the City of Toronto pursuant to Section 37 of the *Planning Act* to secure the facilities, services and matters referred to below, which agreement or agreements shall be registered against the title of the lands to which this By-law applies in the manner and to the extent specified in such agreements. The owner of the subject lands, at the owner's expense and in accordance with, and subject to, the agreements referred to above shall provide or fund the following facilities, services and/or matters on terms satisfactory to the City of Toronto in exchange for the increased density hereinafter set out:

i) the property municipally known as 32 Churchill Avenue, being Part of Lot 42, Registered Plan 3163, to be conveyed to the City for service road and associated road network and buffer area purposes;

ii) the property municipally known as 78 Ellerslie Avenue, being Part of Block 2, Registered Plan 2097, to be conveyed to the City for service road and associated road network and buffer area purposes;

(iii) the property municipally known as 55 Horsham Avenue, being Part of Lot 12 of Registered Plan 2057, to be conveyed to the City for service road and associated road network and buffer area purposes;

(iv) a minimum of 2,368.80 square metres of street related retail and service commercial uses located on the ground floor along the Yonge Street and the Ellerslie Avenue frontages, and is to include street related retail and service commercial uses located at grade within 30 metres of the property lines, provided that:

a) the retail and service commercial uses are directly accessible from Yonge Street or Ellerslie Avenue, when the retail and service commercial space is adjacent to the building frontage along those streets;

b) the retail and service commercial space not adjacent to the building frontages, may be from a publicly accessible internal lobby with direct access from Yonge Street;

(v) a minimum of 31.99 square metres for a bicycle shower and change facility, located below grade;

(vi) a minimum of 1.50 square metres per dwelling unit of indoor recreational amenity area;

(vii) the conveyance to the City of Toronto, free and clear of all encumbrances of the lands for road widening purposes, comprising 10.4 square metres, as shown on Schedule 1;

(ix) the provision and maintenance on the site of not less than seven (7) new Rental Replacement Units, which shall all be Affordable Rental Replacement Units, and which units shall be of a size to the satisfaction of the Chief Planner and Executive Director, City Planning Division, subject to the following:

a) the seven (7) Rental Replacement Units shall comprise of 4 one-bedroom and 3 two-bedroom dwelling units as illustrated in the floor plans dated November 3, 2016;

b) the Rental Replacement Units shall be maintained as rental housing units for at least twenty (20) years, beginning with the date that each unit is occupied and until the owner obtains approval for a zoning by-law amendment removing the requirement for the Rental Replacement Units to be maintained as rental units;

c) the seven (7) Rental Replacement Units shall be ready and available for occupancy no later than the date when 90 percent of the residential condominium units are ready and available for occupancy;

d) the owner shall provide and maintain affordable rents charged to the tenants who rent each of the 7 Rental Replacement Units

during the first ten (10) years of its occupancy, such that the initial rent shall not exceed an amount based on the most recent Fall Update Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type and over the course of the 10-year period, annual increases shall not exceed the Provincial rent guideline and, if applicable, permitted above-guideline increases, and, upon turn-over, the rent charged to any new tenant shall not exceed the initial rent increased by the annual Provincial guideline increases and, if applicable, permitted above-Guideline increases;

e) rents charged to tenants occupying a Rental Replacement Unit at the end of the 10-year period set forth in subsection d) shall be subject only to annual rent increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their dwelling unit or until the expiry of the rental tenure period set forth in subsection b) with a further phase-in period of a least three years for rent increases to unrestricted market rents;

f) rents charged to tenants newly occupying a Rental Replacement Unit after the completion of the 10-year period set forth in subsection d) will not be subject to restrictions relating to the amount of the rent by the City of Toronto under the terms of the Section 37 Agreement;

g) bicycle parking shall be provided for each Rental Replacement Unit in a safe and secure location at no cost to the tenant, and on the same basis as residents of the condominium building;

h) at least 7 resident parking shall be made available to tenants of the Rental Replacement Units;

i) tenants of the Rental Replacement Units shall have access to the visitor parking spaces on the same terms and conditions as the condominium residents;

j) one storage locker shall be provided for each Rental Replacement Unit at no additional cost to the tenant;

k) tenants of the Rental Replacement Units shall have access to all indoor and outdoor amenity spaces at no extra charge. Access and use of these amenities shall be on the same terms and conditions as the condominium residents without the need to pre-book or pay a fee, unless specifically required as customary practices for private bookings;

l) all Rental Replacement Units shall contain ensuite laundry facilities; and

m) all Rental Replacement Units shall have a balcony or terrace for private and exclusive access of the occupant;

(x) the owner shall provide tenant relocation assistance in accordance with the more detailed Tenant Relocation and Assistance Plan to be included in the Section 37 Agreement or agreements, to the satisfaction of the Chief Planner and Executive Director, City Planning Division, for tenants in the existing buildings on the lands. At a minimum, tenant relocation assistance shall include:

a) the right to return to a Rental Replacement Unit for all eligible tenants who resided in the existing rental units;

b) all tenants will receive extended notice of the date they must vacate for the demolition of their buildings;

c) returning tenants will choose their replacement units by seniority; and

d) all tenants eligible for financial assistance provided for in the Tenant Relocation and Assistance Plan will receive a moving allowance, and additional assistance on a sliding scale based on length of occupancy and the gap between their current rents and market rents;

(xi) the owner shall provide a minimum of 324.59 square metres of Social Facility Space fronting on an east-west publicly accessible mews, as shown on Schedule RM6(247) provided:

a) the Social Facility Space is to be conveyed to the City with base building plus finished turn-key conditions substantially in accordance with the Section 37 Agreement and to the satisfaction of the Chief Corporate Officer or designate;

b) the Social Facility Space shall be conveyed to the City as a freehold stratified fee simple interest, free of all encumbrances. The City, all the Condominium Corporation(s) having use of the Common Facilities, and the owner of the stratified fee simple segment of the Project containing the 7 rental replacement dwelling units will enter into an Easement and Cost Sharing Agreement to facilitate the integration of the various elements of the Social Facility Space, as detailed within the Section 37 Agreement;

c) the Social Facility Space will be provided with access to public washrooms, loading areas, garbage storage and pick-up areas and vehicle and bicycle parking areas as are provided to serve the other commercial condominium units in the building, as detailed within the Section 37 Agreement;

d) the Social Facility Space is to be located adjacent to the publicly accessible mews, as shown on Schedule RM6(247); and

e) the Social Facility Space is to be conveyed to the City for use as a social facility or facilities, and pursuant to the North York Centre Secondary Plan, the gross floor area of the social facility units is exempt from the calculation of gross floor area and 4 times the gross floor area of the social facility units will be available as a density incentive;

f) the Social Facility Space is to be conveyed prior to the earlier of occupancy of the proposed office tower or 90-days prior to release for registration of the proposed residential condominium declaration and description – provided that after the Social Facility Space has been provided, the City may agree to release the condominium materials for registration within a shorter time period.

(xii) prior to site plan approval, the owner shall grant to the City for nominal consideration a non-exclusive surface easement for public pedestrian access over the southerly 7.0 metres (approximate) of the property commencing at Yonge Street and extending approximately 57.2 metres to the west, being the publicly accessible mews walkway as shown on Schedule RM6(247), provided:

a) the owner shall be responsible for constructing the publicly accessible pedestrian walkway in accordance with landscape plans and drawings to the satisfaction of the Chief Planner and Chief Corporate Officer;

b) following the grant of the easement, the owner (with the exception of the City as owner) shall be responsible for the maintenance and repair of the publicly accessible pedestrian walkway, including the clearing of snow and ice, and indemnifying and releasing the City from any claims made or proceedings, which may be brought against the City for any injury or damages as a result of public use of the Publicly Accessible Pedestrian Walkway, as detailed in the Section 37 Agreement; and

c) The City shall have the exclusive right to program activities with the Publicly Accessible Pedestrian Walkway;

(xiii) the Owner shall construct and maintain the development in accordance with Tier 1 (and Tier 2 if applicable) performance measures of the updated Toronto Green Standard, as adopted by Toronto City Council at its meeting held on July 16, 2013;

ADDITIONAL GROSS FLOOR AREA

(jj) Notwithstanding subsection (r) of this exception, additional gross floor area of a maximum 9,631.1 square metres shall be permitted on the net site so that the total gross floor area of all buildings permitted on the lands shown on Schedule RM6(247) shall not exceed a total aggregate maximum of 38,914.85 square metres, limited to the following additional gross floor area:

(i) a density transfer from 32 Churchill Avenue, being Part of Lot 42, Registered Plan 3163, totaling a maximum 1,842.36 square metres, for the conveyance of 32 Churchill Avenue to the City for service road and associated road network and buffer area purposes;

(ii) a density transfer from 78 Ellerslie Avenue, being Part of Block 2, Registered Plan 2097, totaling a maximum 1,566.60 square metres, for the conveyance of 78 Ellerslie Avenue to the City for service road and associated road network and buffer area purposes;

(iii) a density transfer from 55 Horsham Avenue, being Part of Lot 12 of Registered Plan 2057, totaling a maximum 1736.40 square metres, for the conveyance of 55 Horsham Avenue to the City for service road and associated road network and buffer area purposes;

(iv) a maximum of 2,368.80 square metres of street related retail and service commercial uses located on the ground floor along the Yonge Street and the Ellerslie Avenue frontages, and is to include street related retail and service commercial uses located at grade within 30 metres of the property lines, provided that:

a) the retail and service commercial uses are directly accessible from Yonge Street or Ellerslie Avenue, when the retail and service commercial space is adjacent to the building frontage along those streets; and

b) the retail and service commercial space not adjacent to the building frontages, may be from a publicly accessible internal lobby with direct access from Yonge Street;

(v) a maximum 31.99 square metres for a bicycle shower and change facility, located below grade;

(vi) a maximum of 1.50 square metres per dwelling unit of indoor recreational amenity area;

(vii) a density incentive of a maximum 1,298.36 square metres for the provision of a minimum of 324.59 square metres of Social Facility Space to the City fronting on an east-west publicly accessible mews; and

(viii) a maximum 324.59 square metres for the social facility space to be provided.

SEVERANCE

(kk) Notwithstanding any existing or future severance, partition or division of the net site shown on Schedule RM6(247), the provisions of this By-law shall apply to the whole of the net site as if no severance, partition or division occurred.

PREVAILING PROVISIONS

(ll) Except as otherwise provided herein, the provisions of By-law 7625 shall continue to apply to the site."

CAR-SHARE PARKING SPACE

(mm) For the purpose of this exception, "car share parking space" shall mean shall mean parking spaces provided through the operation of a car sharing program, either by an existing car share company or one established by a condominium corporation.

4. Section 64.20-A of By-law7625 is amended is further amended by adding Schedule RM6(247) attached to this By-law.

5. Section 64.13 of By-law 7625 is amended by adding the following subsection:

"**64.13(116) R4(116) EXCEPTION REGULATIONS**

(a) The maximum gross floor area permitted on Part of Lot 42 of Registered Plan 3163, and municipally known as 32 Churchill Avenue, is 0.0 square metres;

(b) The maximum gross floor area permitted on Part of Block 2 of Registered Plan 2097, and municipally known as 78 Ellerslie Avenue, is 0.0 square metres; and

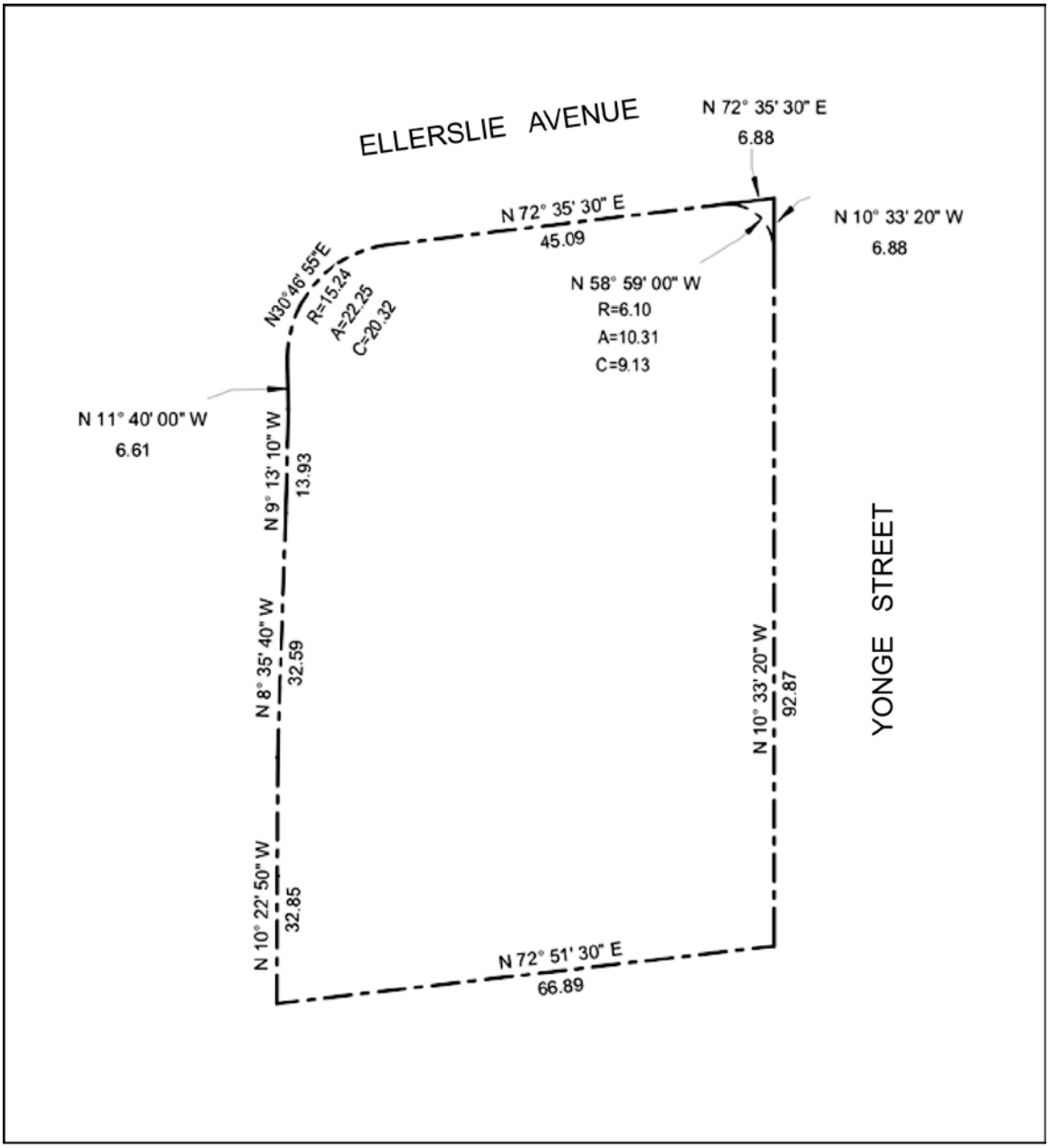
(c) The maximum gross floor area permitted on Part of Lot 12 of Registered Plan 2057, and municipally known as 55 Horsham Avenue, is 0.0 square metres."

Enacted and passed on , 2017.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)



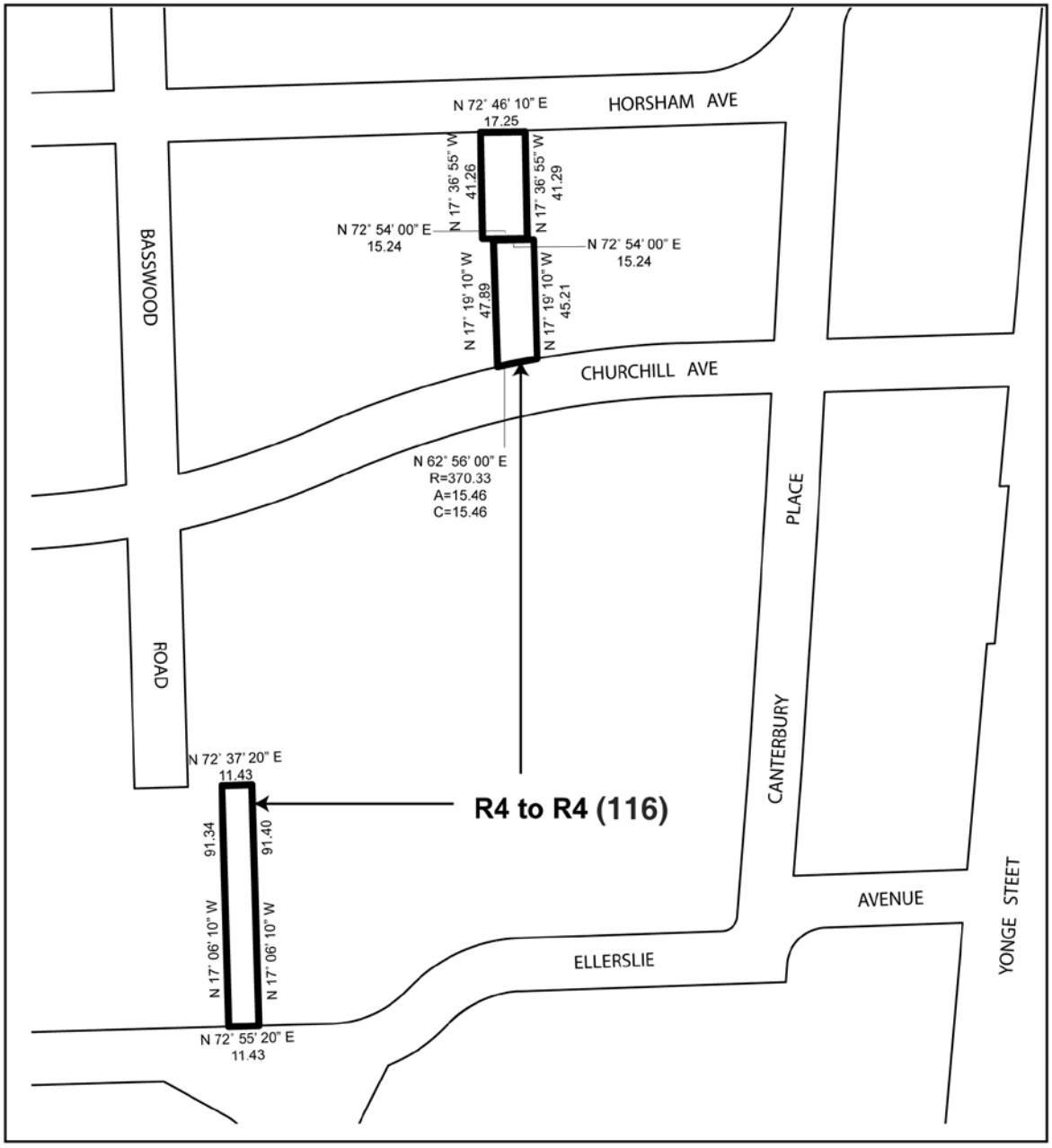
TORONTO City Planning

Schedule 1

Survey Information taken from Draft Reference Plan, Part of Lots 1 & 2, RP 3429, Lots 1 & 2, RP 3603 and Part of Lot 18, Conc. 1 WYS, City of Toronto.
R. Avis Surveying Inc.
Date: 05/02/2012
Approved by: M.C.

File # 09 165755 NNY 23 OZ

Not to Scale



TORONTO City Planning

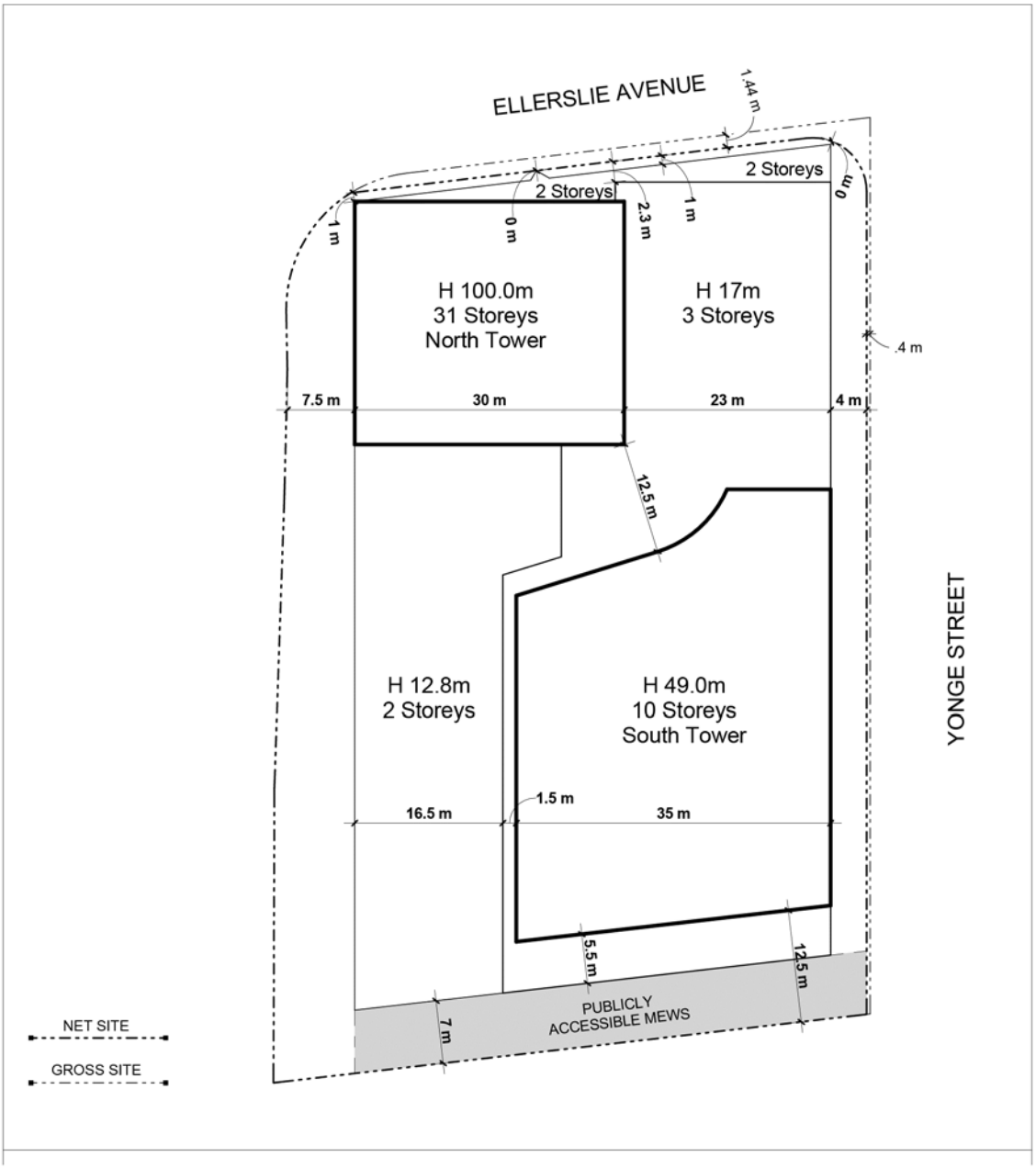
Schedule 2

Part of Lots 1 & 2, RP 3429, Lots 1 & 2, RP 3603 and Part of Lot 18, Conc 1 W.Y.S., City of Toronto
R. Avis Surveying Inc.

File # 09 165755 NNY 23 OZ

Date: 01/20/2017
Approved by: A.M.

Not to Scale



TORONTO City Planning

Schedule RM6(247)

Part of Lots 1 & 2, RP 3429, Lots 1 & 2, RP 3603 and Part of Lot 18, Conc 1 W.Y.S., City of Toronto
R. Avis Surveying Inc.

File # 09 165755 NNY 23 OZ

Date: 01/20/2017
Approved by: A.M.

Not to Scale

Attachment 6 - Draft Site Plan Approval Conditions

Site Plan Application File No.: 10 247876 NNY 23 SA

Where these pre and post site plan approval conditions refer to the "owner", this term shall mean the owner of the land, with the exception of the City as an owner of a portion of the lands.

Proposal for a mixed-use development consisting of a 10-storey office building and a 31-storey, 308 unit residential tower, on a 2 and 3-storey base building with a mix of commercial uses, including Social Facility Space (City Space) fronting on a pedestrian mews as outlined in the following plans and drawings:

Drawing No.	**Drawing Name**	**Drawn By**	**Dated**
A1.2	Land Parts Diagram & Statistics Plan	Kirkor Architects + Planners	January 17, 2017
A1.3	Site Plan	Kirkor Architects + Planners	December 28, 2016
A1.4	Toronto Green Standards Checklist and Statistics Plan	Kirkor Architects + Planners	December 28, 2016
A2.5	Underground Parking Garage-P1 Level	Kirkor Architects + Planners	January 17, 2017
A2.6	Ground Floor Plan	Kirkor Architects + Planners	December 28, 2016
A2.8	Level 3 Floor Plan	Kirkor Architects + Planners	December 28, 2016
A3.1	East Elevation	Kirkor Architects + Planners	December 28, 2016
A3.2	West Elevation	Kirkor Architects + Planners	December 28, 2016
A3.3	South Elevation	Kirkor Architects + Planners	December 28, 2016
A3.4	North Elevation	Kirkor Architects + Planners	December 28, 2016
A3.5	Enlarged Elevations (East Elevation Part 1)	Kirkor Architects + Planners	December 28, 2016

Drawing No.	Drawing Name	Drawn By	Dated
A3.6	Enlarged Elevations (East Elevation Part 2)	Kirkor Architects + Planners	December 28, 2016
A3.7	Enlarged Elevation (North Elevation)	Kirkor Architects + Planners	December 28, 2016
A3.8	Enlarged Elevation (South Elevation)	Kirkor Architects + Planners	December 28, 2016
C-1	General Notes Plan	Kirkor Architects + Planners	December 28, 2016
C-2	Existing Topographic Plan	Kirkor Architects + Planners	December 28, 2016
C-3	Existing Utilities and Services Plan	Kirkor Architects + Planners	December 28, 2016
C-4	Erosion and Sediment Control Plan	Kirkor Architects + Planners	December 28, 2016
C-5	Proposed Site Servicing Plan	Kirkor Architects + Planners	December 28, 2016
C-6	Proposed Site Grading Plan	Kirkor Architects + Planners	December 28, 2016
C-7	Sections and Details Plan	Kirkor Architects + Planners	December 28, 2016
C-8	Sections and Details Plan	Kirkor Architects + Planners	December 28, 2016
C-9	Sections and Details Plan	Kirkor Architects + Planners	December 28, 2016
PP-1	Laneway Plan and Profile	Kirkor Architects + Planners	December 28, 2016
PP-2	Ellerslie Avenue Plan and Profile Plan	Kirkor Architects + Planners	December 28, 2016
L1.01	Ground Floor Layout Plan	Landartdesign	December 28, 2016
L1.10	Ground Floor Planting Plan	Landartdesign	December 28, 2016

Drawing No.	Drawing Name	Drawn By	Dated
PMK-1	Median Installation Pavement Marking & Signage Plan	NexTrans Engineering	December 13, 2016

A. PRE-APPROVAL CONDITIONS

LEGAL SERVICES – Stephanie Morrow, (416) 397-5379

1. Enter into the City's standard site plan agreement to and including registration of the site plan agreement on title to the subject lands by the City at the owner's expense.

ENGINEERING AND CONSTRUCTION SERVICES – Robert Fazio, P. Eng., (416)-395-6306

2. Prior to the Director, Community Planning, North York District issuing the Notice of Site Plan Approval Conditions:

    a. The lands located at 32 Churchill Avenue, 55 Horsham, and 78 Ellerslie Avenue shall be transferred to the City, to the satisfaction of the General Manager, Transportation.

3. All streetscape and road improvement drawings must be revised in accordance to the approved drawings for the RE-imagining Yonge Municipal Class Environmental Assessment Study to the satisfaction of the General Manager of Transportation Services.

4. Revise drawings in accordance with the memorandum from the Manager, Development Engineering, North York District dated January 18, 2017.

5. Prepare all documents and convey to the City, at nominal cost, a 0.40 metre widening along the entire Yonge Street frontage, a 1.44 metre widening along the entire Ellerslie Avenue and a 6.0 metre property corner rounding at the intersection of Ellerslie Avenue and Yonge Street in fee simple, such lands to be free and clear of all physical and title encumbrances, and subject to a right-of-way for access in favour of the Grantor until such time as said lands have been dedicated as a public highway, all to the satisfaction of the Executive Director of Engineering and Construction Services and the City Solicitor.

6. Submit a draft Reference Plan of Survey to the Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office. The plan should:
    a. Be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System) and the 3 degree Modified Transverse Mercator Projection;

b. Delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements; and
c. Show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.

7. Pay all costs for registration and preparation of reference plan(s).

8. Pay all costs associated with the City retaining a third-party Peer Reviewer including a 7% administrative cost to the City, and submit a certified cheque payable to the City of Toronto in the amount of $8,000.00, as an initial deposit towards the cost of the peer review to the Executive Director, Engineering and Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the owner by the City);

9. Submit, to the satisfaction of the City's Peer Reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (O. Reg.153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering and Construction Services;

10. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person, to the Executive Director, Engineering and Construction Services, for peer review and concurrence that based on all necessary supporting environmental documents:
    a. It is unlikely that there is any off-site contamination resulting from past land uses on the development site that has migrated on to adjacent City lands that would exceed the applicable Site Condition Standards; and,
    b. That land to be conveyed to the City meets either:
        i. the applicable MOE Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use, or
        ii. the Property Specific Standards (PSSs) as approved by the MOE for a Risk Assessment/Risk Management Plan which was conducted in accordance with the City Policies and Conditions for the Acceptance of Risk Assessed Lands (Clause 18, of Works Committee Report 2, April 25, 26 and 27, 2006);

11. The QP's statement, referenced in 1.6 above, will include a Reliance Letter (Attachment 5 template), that is stamped, dated and signed by the owner's Qualified Person (the QP"), as defined in O. Reg. 153/04, as amended confirming that both the City and the City's Peer Reviewer can rely on the environmental documentation submitted and the QP's opinion as to the conditions of the site.

12. For conveyance of lands requiring a Record of Site Condition (the "RSC"):
    a. File the RSC on the Ontario Environmental Site Registry, and

b. Submit the Ministry of the Environment's Letter of Acknowledgement of filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering and Construction Services.

13. The owner must submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque in the amount of $ *(cost estimate to be submitted for review)* to the City of Toronto for the Yonge Street Median Reconstruction.

14. The owner shall provide, prior to site plan approval, payment of $ *(amount will be calculated based on the security amount)* with Engineering and Construction Services representing the 5% Engineering & Inspection Review Fee of the Yonge Street Median Reconstruction.

15. Construction of a sidewalk across the entire Yonge Street and Ellerslie Avenue frontages of the site as per the Yonge Street streetscape treatment. The cost of this work is estimated to be $175,200.00. The owner must submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque to the City of Toronto.

16. The owner shall provide, prior to site plan approval, payment of $10,000.00 with Engineering and Construction Services representing the 5% Engineering & Inspection Review Fee of the sidewalk construction works.

17. The owner must submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque in the amount of $1,810,000.00 to the City of Toronto for the construction of the municipal storm sewer along the west limit of the site, Ellerslie Avenue and Yonge Street.

18. The owner shall provide, prior to site plan approval, payment of $102,265.00 with Engineering and Construction Services representing the 5% Engineering & Inspection Review Fee of the construction of the storm sewer along the west limit of the site, Ellerslie Avenue and Yonge Street.

19. The owner must submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque in the amount of $ *(cost estimate to be submitted for review)* to the City of Toronto for the required road improvements on Yonge Street.

20. The owner shall provide, prior to site plan approval, payment of $ *(amount will be calculated based on the security amount)* with Engineering and Construction Services representing the 5% Engineering & Inspection Review Fee of the required road improvements on Yonge Street.

21. The owner must submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque in the amount of $ *(cost estimate to be submitted for review)* to the City of Toronto for the proposed traffic control signal at the Yonge Street/Ellerslie Avenue intersection.

22. The owner shall provide, prior to site plan approval, payment of $ *(amount will be calculated* based *on the security amount)* with Engineering and Construction Services representing the 5% Engineering & Inspection Review Fee of the proposed traffic control signal at the Yonge Street/Ellerslie Avenue intersection.

23. Prior to site plan approval, submit a certified cheque in the amount of $30,000.00 for future maintenance of the new signalized intersection.

24. Prior to entering into a Municipal Infrastructure Agreement, the Owner shall provide a payment of $125,000 to the City towards the cost of maintenance of the facilities.

25. Enter into an encroachment agreement with Right-of-Way Management for the proposed canopy and irrigation system within the public Right-of-Way. The owner may contact Kam Ma, Supervisor Right-of-Way Management at 416-395-7112 for additional information**.**

26. All civil works, including all tree pits, planters and reconstruction of the existing Yonge Street median, within the municipal rights-of-way are to be dated and stamped, including certification to the Executive Director, Engineering and Construction Services, by a Professional Structural Engineer (2 stamps) confirming that these features have been structurally designed (drawings need to be dated and stamped by Professional Structural Engineer with copies provided to Development Engineering).

27. Provide a mutual access agreement / easement, with provisions for maintenance for the connecting surface driveways between all parties including the Gibson Square development and future connections.

28. The owner shall provide the following:
    a. The Property Owner shall obtain discharge approval in form of Sanitary Discharge Agreement from Toronto Water, Environmental Monitoring and Protection Unit.
    b. Proposed Site Servicing Plan by R.V. Anderson Associates Limited dated December 28, 2016 to be revised to include the standard T-708.04 on Sections and Details section. The manhole frame & cover shall be a Type A – closed cover with two (2) breather holes as per OPSD 401.010.
    c. Revise servicing cross-section detail (Section E-E) to show the proposed 'Groundwater Sampling Port' upstream of sanitary control MAH. The detail section for sewer connection shall identify the invert of the inlet of the groundwater sampling access point and the invert of the outlet of the groundwater sampling access point, the invert of the inlet of the control MAH, the invert of the inlet of domestic waste/storm water, and the invert of the outlet of the control MAH with the direction of flow, the property line, and the underground wall and above ground exterior wall.

d. Clearly identify which future condominium board or other/ legal entity will own the property within which the sanitary service connection that will receive groundwater discharge is to be located. The owner shall advise the City which condominium boards or other legal entity shall have primary responsibility to deal with the requirements of these site plan conditions as they relate to the sanitary service connection through which discharged groundwater will occur and said entity shall also have primary responsibility with respect to the Private Water Drainage System and compliance with Toronto Municipal Code Chapter 681 and Chapter 851.Notwithstanding the foregoing reference to "primary responsibility", the owner shall be responsible for the sanitary service connection and for compliance with the provisions of all applicable legislation, including the Municipal Code.
e. Revise the Site Servicing Plan by R.V. Anderson Associates Limited dated December 28, 2016 to show one control MAH for each sanitary service connection that is proposed.
f. Revise plans and drawings to clearly label each sanitary service connection and their associated entity (i.e. residential tower, office tower, commercial entity, etc.).

CITY PLANNING (including Urban Design, Transportation Planning, Heritage Preservation Services, Environmental Planning) – Allison Meistrich, (416) 395-7127

29. Prior to the Director, Community Planning, North York District issuing the Notice of Site Plan Approval Conditions:
    a. The Official Plan Amendment and Zoning By-law Amendment shall be in full force and effect; and,
    b. The Landscape Plans, including the design details of the proposed publicly accessible Pedestrian Mews be finalized to the satisfaction of Chief Planner and Executive Director, City Planning Division, in consultation with all applicable departments and the local Councillor.

30. The Owner shall submit a cost estimate for (but not limited to) any plantings, fencing, seating, decorative paving, retaining walls, terraces, lighting and/or other landscape features to the satisfaction of the Director, Community Planning, North York District.

31. The Owner shall submit financial security in the amount to be determined based on the cost estimate noted above or certified cheque for 75% of the value of the on-site landscaping for the purpose of securing hard and soft landscaping in the proposal.

32. Submit revised drawings to address the following items:
    a. A construction detail of the proposed wind trellis including colour, materiality, and electrical hook up for seasonal lighting;
    b. A construction or specification detail of the proposed wind screens, including colour and materiality;
    c. A 1:50 section detail of the canopies and signage, including materiality;

d. Provide a Lighting Plan and details, including perspectives illustrating roof top lighting at night; and,
e. A landscape detail plan for the proposed bike racks in the mews to match the specification for bike rack loop from landscape forms, as approved for 5182-5218 Yonge Street.

33. The details for the design and construction of Ellerslie Avenue improvements, including curb extension, parking layby and streetscape as per submitted drawings, between the site driveway and Yonge Street along the property frontage to be to the satisfaction of the Director, Community Planning, North York District.

34. Submit revised drawings to address the multimodal infrastructure and services to demonstrate the travel demand management measures proposed by the Owner:
    a. Two car-share spaces on P1 level of underground parking garage;
    b. Three carpool spaces on P1 level of underground parking garage located adjacent to the retail/office lobby entrances;
    c. Total of 18 electric vehicle charging stations (8 located on P1 level, 5 on P2 level and 5 on P4 level);
    d. Temporary loading/unloading for taxi/delivery vehicles at residential drop-off area;
    e. Two layby parking space including signage is created on property frontage of Ellerslie Avenue;
    f. A real-time display at the atrium portion of the office lobby;
    g. Space for one 11-position bike-share station docking station and owner will contribute $50,000 funding towards the expansion of bike-share program;
    h. Two bicycle repair stations including one located within the proximity of bicycle parking area on P1 level of the underground parking garage and one located at-grade in the proximity to the subway station entrance of on Yonge Street; and
    i. Additional at-grade bicycle parking along the public right-of-way on Yonge Street.

35. Submit a travel demand management strategy to encourage employers to participate and join the Smart Commute program.

36. Coordination with Yonge Street Environmental Assessment team regarding the funding/cost-sharing and reconstruction of streetscape along Yonge Street during implementation process to be to the satisfaction of the Director, Community Planning, North York District.

37. Submit revised plans to address requirements for Tier 1 of the Toronto Green Standards:
    a. Revise Toronto Green Standard statistics to reflect the final plans and drawings;
    b. Revise parking statistics to indicate total commercial parking, separate from the residential parking provided; and the number and type of spaces above the minimum Zoning by-law requirement provided to meet AQ 1.1 and location of spaces provided;

c. Revise Parking Level plans to demonstrate the location of spaces provided to meet AQ 1.1;
d. Revise Roof plan and landscape plans to indicate location of the green roof and the green roof details;
e. Revise landscape plans for:
    i. type of paving materials and SRI value for high-albedo paving materials to meet AQ 4.1 and AQ 4.2; and
    ii. to include a table indicating which species are native and which are drought tolerant to meet WQ4.1/EC 3.1 drought tolerant landscapes. to clearly indicate tree planting plans proposed for compliance with Tier 1 Standards, including soil volumes on the planting plan;
f. Submit a design stage energy report confirming the ability to achieve Tier 2 Energy Efficiency targets at the design stage; and
g. Submit a lighting plan demonstrating all exterior fixtures are shielded as per the Toronto Green Standards requirements.

ENERGY EFFICIENCY OFFICE – Shahzad Khan 416-392-6218

38. Submit a Design Development Stage Energy Report to the satisfaction of the Director, Environment and Energy Division.

URBAN FORESTRY – Bruce Gordon, 416-395-6686

Trees on Private Property- Removal

39. The Arborist Report identifies ten (10) private Siberian elm trees inventoried as Trees 71, 72, 75, 76, 77, 78, 79, 80, 81, and 82 on the subject site that are 30 cm or greater in diameter that will be directly impacted by the proposed development. Of these trees, seven are in poor condition or located in unsuitable locations for healthy growth.

40. The Report also identifies nine (9) other Siberian elm trees located on the adjacent property located at 55 Ellerslie Avenue inventoried as Trees 90, 91, 92 94, 95 96, 97, 98 and 100. Trees 90, 92 and 100 are in poor condition. The proposed excavation will be 0.2 and 1.0 metres of the subject trees significantly impacting the trees.

41. Revised Landscape Plan to show a row of large growing shade trees planted along the west property line to compensate for the removal of Siberian elm trees located at 55 Ellerslie Avenue. The planting bed must be 2.0 metres wide. Newly planted trees must have a spacing of 8 metres on center.

42. Where it is not possible to adequately protect or retain trees on private property that qualify for protection under the City of Toronto's Private Tree by-law, it will be necessary for the applicant to submit an application requesting permission to injure or destroy the trees in question to Urban Forestry.

43. There is a fee of $313.99 for each tree included in the application. Payment may be made by certified cheque, credit card or money order, and must be submitted with the application. Urban Forestry requires submission of a completed permit application along with a permit fee in the amount of $5,965.81 for 19 trees proposed for removal. See link:

    a. http://www1.toronto.ca/City%20Of%20Toronto/Parks%20Forestry%20&%20Recreation/03Trees%20and%20Ravines/Files/pdf/A/Application_to_Injure_or_Destroy_Trees.pdf

44. Once a completed application is received, a notice of application is to be posted at the property for a period of 14 days. This provides the community with an opportunity to submit comments on the application. Any written objections received from the community may require Urban Forestry to report to Community Council for the application to be considered further. Submission of an application does not guarantee that a permit will be issued.

45. Where tree planting to replace trees to be removed is not physically possible on site at a replacement ratio of 3:1, the General Manager of Parks, Forestry & Recreation will accept a cash in lieu payment in an amount equal to 120 percent of the cost of replanting and maintaining the trees for a period of two years. Only large growing shade tree species will be counted in the 3:1 replacement ratio. For this development, the applicant is proposing to remove 19 trees protected under the provisions of the Private Tree By-law, which would require the planting of 57 replacement trees. The above noted Landscape Plan does not show any large growing shade trees proposed on private property. The applicant is advised that a payment in the amount of $33,231.00 in lieu of planting the required 57 replacement trees on private property.

City Owned Trees Protection

46. Urban Forestry requires a Tree Planting Deposit in the amount of $11,660.00 ($583 per tree) to ensure the planting of 20 new City trees. The Tree Planting Deposit must be submitted to the attention of Tara Bobie, Supervisor of Urban Forestry, Tree Protection & Plan Review. The deposit will be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are planted and kept in a healthy and vigorous state during the two-year guarantee period. The General Manager of Parks, Forestry & Recreation shall hold the tree planting security deposit for the duration of the renewable guarantee period.

47. Urban Forestry suggest that payment of fees and deposits be submitted nearing final Site Plan Approval resulting from changes and /or revisions of the application.

48. Submission Required**:**

    a. Submission of a completed permit application along with a permit fee in the amount of **$5,965.81** for **19** private trees inventoried as **Trees 71, 72, 75, 76, 77, 78, 79, 80, 81, 82, 90, 91, 92 94, 95 96, 97, 98** and **100;**

b. A Tree Planting Deposit in the amount of $6,413.00 to ensure the planting of 11 new City trees;
c. A payment in the amount of $33,231.00 in lieu of planting the required 57 replacement tree on private property; and
d. A revised Landscape Plan to show a planting bed of a row of large growing shade trees planted along the west property line to compensate for the removal of Siberian elm trees located at 55 Ellerslie Avenue.

TORONTO TRANSIT COMMISSION (TTC) – Jenny Matharu, 416-397-8689

49. Prior to the above grade permit being issued, the Owner shall provide its solicitor's undertaking to the TTC in the form of a solicitor's letter, advising that an Interferences Warning similar to the warning clause noted in the Post Approval Conditions below, has been included in all applicable Offer(s) of Purchase of Sale, the Condominium Declaration, Leases and/or Rental Agreement(s) to ensure that future occupants are aware of the possible Inferences;

50. Prior to starting any construction, or the issuance of the first below grade permit, the Owner shall enter into a construction agreement with the TTC in a form acceptable to TTC; and,

51. Prior to starting any demolition or construction, or the issuance of the first below grade permit, the Owner shall complete a Toronto Transit Commission ("TTC") Technical Review of the proposed development and obtain the TTC's written acknowledgement that all of the conditions arising out of the review have been addressed. As part of the review process, the owner shall provide the required information, and pay the associated review fee to the TTC. The classification of the review level will be determined once a site plan and shoring drawings are developed showing the proximity of the development (including shoring) to TTC's infrastructure.

B. POST APPROVAL CONDITIONS

In addition to the above pre-approval conditions, the following post approval conditions are to be fulfilled by the owner following site plan approval and will be incorporated into a site plan agreement:

The proposed development shall be carried out and maintained in accordance with the plans and drawings referred to herein, to the satisfaction of the City of Toronto.

ENGINEERING AND CONSTRUCTION SERVICES – Robert Fazio, P. Eng. (416)-395-6306

52. Remove all existing accesses, curb cuts, traffic control sign(s) along the development site frontage that are no longer required and reinstate the curb, gutter and boulevard

within the City's right-of-way, in accordance with City standards and to the satisfaction of the Executive Director, Engineering and Construction Services.

53. Provide and maintain off-street vehicular loading and parking facilities and access driveways in accordance with the approved plans and drawings, to the satisfaction of the Executive Director, Engineering and Construction Services;

54. The owner must install and maintain appropriate signage and pavement markings on-site directing such as but not limited to: vehicle stopping and circulation, designated disabled parking, loading, and pedestrian walkways, to the satisfaction of the Executive Director, Engineering and Construction Services.

55. Construct and maintain all facilities (bulk lift or curb side) necessary to permit the City to collect solid waste and recyclable materials in accordance with By-law 235-2001, Waste Collection for Residential Properties;

56. Provide and maintain single tri-sorter system for multiple household residential buildings.

57. Advise all owners and tenants/future purchasers of the retail and commercial/office units that refuse and recyclable materials generated by the retail and commercial/office units of this development must be collected by a private refuse collection firm.

58. A separate garbage/recycling room is to be provided to accommodate collection of all the refuse and recyclable materials from the retail and commercial/office component of this development and ensure no cross contamination with the refuse and recyclable materials from the residential units.

59. Provide certification to the Executive Director of Engineering & Construction Services from the Architect who designed and supervised the construction that all solid waste management facilities including the required horizontal and vertical clearances for the City's solid waste vehicles have been constructed in accordance with the accepted site plan drawings.

60. Construct and maintain stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report entitled Stormwater Management Report – 5220 Yonge Street, prepared by R. V. Anderson Associates Limited – 5220 Yonge Street, and *dated (date will be provided when plans are accepted by the city),* and Grading Plan, Drawing No. C-6, prepared by R. V. Anderson Associates Limited, and dated *(date will be provided when plans are accepted by the city).*

61. Construct and maintain site servicing indicated on the accepted Site Servicing Drawings No. C-5, prepared by R. V. Anderson Associates Limited, and dated *(date will be provided when plans are accepted by the city).*

62. Provide certification to the Executive Director of Engineering and Construction Services by the Professional Engineer who designed and supervised the construction that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading Plans.

63. Provide certification to the Executive Director of Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.

64. Existing drainage patterns on adjacent properties shall not be altered and stormwater runoff from the subject development shall not be directed to drain onto adjacent properties.

65. The Owner shall keep and maintain existing/proposed stormwater pollution control devices such as oil and grit separators (stormceptors or equivalent devices) and update the City with periodic maintenance reports.

66. Provide certification to the Executive Director of Engineering and Construction Services by the Professional Engineer who designed and supervised the construction that the tree pits, planters and reconstruction of the existing Yonge Street median, within the municipal right-of-way have been constructed in accordance with the designed Structural plans.

67. Prior to the issuance of the first above grade building permit, the Owner shall submit drawings for the stormwater collection pipe monitoring systems to the satisfaction of the General Manager, Toronto Water.

68. The Owner covenants and agrees at its sole expense to install and maintain a monitoring system for each stormwater collection pipe to the satisfaction of the General Manager, Toronto Water.

69. The consulting engineer must prepare an Operational and Maintenance Manual for the maintenance of the overland route through the site for review and approval by the City.

70. The condominium corporation will be responsible for the maintenance of overland route as per the Operational and Maintenance Manual prepared by R. V. Anderson Associates Limited, dated (*dated will be provided once the report is accepted by the City*).

71. The condominium corporation will maintain the overland flow route in a state of good repair.

72. The owner will transfer the maintenance manual, as built drawings, monitoring records to the future condominium corporation at the turn over to the new board of directors after registration. As built drawings and monitoring records must be from a professional engineer licensed to practice in Ontario by the PEO. The owner will obtain and forward a copy written acknowledgement of receipt of documents to Toronto Water and Engineering and Construction Services respectively.

73. The condominium corporation will maintain the overland route as per the proposed schedule in the maintenance manual. The condominium corporation will also follow the most current applicable maintenance and reporting schedule requirement.

74. The owner will engage a professional engineer to inspect and certify the overland route will function as intended prior to the condominium registration.

75. The condominium corporation will agree to make no modifications that may alter the intent and/or function of the overland route unless approval has been obtain from the General Manager of Toronto Water.

76. Specifics related to the proposed overland route concerns and the condominium corporation’s obligations to maintain this route in perpetuity will be included in the site plan agreement to ensure that all condominium corporation’s obligations will remain on title.

77. The condominium corporation will have to obtain and maintain in perpetuity a liability insurance specifically for the overland route, including coverage for the City perpetually.

78. Indemnify the City against any liability due to overland route perpetually.

79. The Owner shall ensure that, during the construction process, existing stormwater flow across and within the Site is managed in order to ensure that damage is not caused to adjacent lands or to City infrastructure or facilities;

80. The Owners of the Site (with the exception of the City as an owner) shall always indemnify and name the City as an insured beneficiary with respect to claims for damages arising from flooding of the overland surface stormwater flow facilities present on these lands.

81. Prior to the registration of the plan of condominium, submit a copy of the relevant section(s) of the proposed Condominium Declaration that disclose(s) the obligations of the Owner in respect of the discharge of groundwater ("Private Water") to a City sewer pursuant to Toronto Municipal Code Chapter 681, to the satisfaction of the Executive Director, Engineering & Construction.

82. Provide certification (with as built grading drawing) to the Executive Director of Engineering and Construction Services by the Professional Engineer who designed and supervised the construction of the grading works on 55 Elleslie Avenue in order to support the stormwater management facilities and site grading have been constructed on 5200 and 5220 Yonge Street in accordance with the accepted Stormwater Management Report and the accepted Grading Plans.

CITY PLANNING (including Urban Design, Transportation Planning, Heritage Preservation Services) – Allison Meistrich, (416) 395-7127

83. Provide and maintain the landscaping for the lands in accordance with the approved landscape plans to the satisfaction of the Director, Community Planning, North York District.

84. Install and maintain signage as part of the building proposed way finding signage system directing bicycle users to the bicycle parking spaces on Drawings A2.5, 2.6 and 2.7 to the satisfaction of the Director, Community Planning, North York District

85. Install and maintain floodlighting on the site/lands or on any building or structure thereon in accordance with the approval lighting plan to the satisfaction of the Director, Community Planning, North York District.

86. If any expansions to the boundaries of the subject property are proposed, further archaeological assessment work may be required.

87. In the event that deeply buried archaeological remains are encountered on the property during construction activities, the Heritage Operations Unit of the Ministry of Tourism, Culture, and sport, be notified immediately at (416) 314-7146 as well as the City of Toronto, Heritage Preservation Services Unit (416) 338-1096.

88. In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Tourism, Culture and Sport, and the Registrar or Deputy Registrar of Cemeteries at the Cemeteries Regulation Unit, Ministry of Government Services, (416) 326-8393.

ENERGY EFFICIENCY OFFICE – Shahzad Khan 416-392-6218

89. Construct and maintain the development substantially in accordance with the accepted Energy Report to ensure that the energy savings identified continue to be achieved, to the satisfaction of the Director, Environment and Energy Division.

URBAN FORESTRY - Bruce Gordon, 416-395-6686

90. The applicant shall have a qualified company implement the approved Landscape Plan and all approved tree preservation and maintenance strategies to the satisfaction of Urban Forestry. As well, prior to construction or grading activities, where

necessary to ensure the health and vigour of trees to be preserved, tree maintenance measures must be undertaken by a certified arborist or other qualified expert and according to currently accepted sound arboricultural practices;

91. Tree planting must be completed according to the approved Landscape Plan and to the satisfaction of Urban Forestry within a reasonable time frame. Any proposed revisions to the planting plan must first be approved by Urban Forestry;

92. The site shall be developed and maintained in accordance with the approved plans and conditions of approval associated with the Site Plan, Grading Plan, Site Servicing Plan, Landscape Plan, Building Permit and Tree Permit(s)/Approvals. Any proposed revisions/alterations to the approved plans or permits that affect trees must be approved by Urban Forestry, on behalf of the General Manager of Parks, Forestry & Recreation;

93. Trees proposed for planting on the City road allowance and Private property must be planted in accordance with Planting Detail No. 101 for Balled and Burlapped Trees in Turf Areas, dated June 2002. Please note that the applicant must conduct an investigation of underground utilities prior to proposing tree planting within the City road allowance. If planting is not possible due to a utility conflict, a utility locate information sheet from the respective utility company should be provided to the City. All underground utilities and services shall be in a common trench;

94. All trees (on City road allowance and private property) must be planted as per the plans, approved by Urban Forestry and must arrive on site in Balled and Burlapped condition, with a minimum caliper of 70 mm. Each tree shall have the burlap and wire cage opened and soil scraped away until the first proper root is found indicating the top of the real root ball, the tree is then to be planted with this level to be considered the top of root-ball for all other instructions. Any tree found planted with the first proper root more than 2.5cm below planting level will be rejected and require replacement or replanting at the City's discretion;

95. The owner shall provide a two-year renewable guarantee for all new tree plantings within the City road allowance and shall notify the Supervisor of Urban Forestry, Tree Protection & Plan Review in writing, of the planting date prior to planting. This date is used to establish the anniversary date of the required two-year renewable guarantee;

96. The owner shall maintain all new tree plantings within the City road allowance in good condition. Trees will be inspected during and prior to the end of the renewable guarantee period. If the trees are in good condition at the end of the renewable guarantee period, the City will assume maintenance and ownership of the trees;

97. The owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance or require replacement. The owner will be responsible for rectifying the problem as determined

by and to the satisfaction of the General Manager of Parks, Forestry & Recreation; and

98. The owner shall maintain all newly replanted trees within the City road allowance in good condition and shall provide an additional two-year renewable guarantee.

TORONTO DISTRICT SCHOOL BOARD – Mary Mucilli, Land Use Planning Officer, - 416-394-3944

99. The Owner shall enter into an agreement to erect and maintain signs, at points of egress and ingress of the development site, and insert warning clauses in Agreement of Purchase and Sale, or lease, with respect to the availability of school accommodation to the satisfaction of the Toronto District School Board.

TORONTO CATHOLIC DISTRICT SCHOOL BOARD – Lynda Thomas, Senior Co-ordinator of Planning, - 416-222-8282 ext. 2278

100. The Owner shall insert in their Agreement Purchase and Sale, or lease, a clause with respect to the availability of school accommodation and place a sign on the site to the satisfaction of the Toronto Catholic District School Board.

BELL CANADA – Meaghan Palynchuk, - 905-540-7254

101. The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

102. The Developer shall contact Bell Canada during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.

Attachment 7 – Application Data Sheet

APPLICATION DATA SHEET

Application Type	Official Plan Amendment & Rezoning	Application Number:	09 165755 NNY 23 OZ
Details	OPA & Rezoning, Standard	Application Date:	September 3, 2009

Municipal Address:	5220-5254 YONGE ST
Location Description:	CON 1 WY NPT 6 ILT 18 **GRID N2302
Project Description:	Mixed use development consisting of a 31-storey residential tower including a 2-3 storey podium base building as well as a 10-storey commercial/office building with ground and second floor retail uses. The towers will have a total of 308 residential units of which 7 will be rental replacement units previously existing. Assocated applications include Site Plan Application 10 247876 NNY 23 SA and Rental Housing Demolition and Conversion Application 09 165759 NNY OO RH.

Applicant:	**Agent:**	**Architect:**	**Owner:**
G GROUP DEVELOPMENTS CORP		Kirkor Architects + Planners	1762939 ONTARIO INC

PLANNING CONTROLS

Official Plan Designation:	Mixed Use Areas	Site Specific Provision:	
Zoning:	C1	Historical Status:	
Height Limit (m):	9.2, 0, 0	Site Plan Control Area:	Y

PROJECT INFORMATION

Site Area (sq. m):	6507.5	Height:	Storeys:	31 + 10
Frontage (m):	99.75		Metres:	100 + 49
Depth (m):	66.44			
Total Ground Floor Area (sq. m):	4452.77			**Total**
Total Residential GFA (sq. m):	20849.81		Parking Spaces:	553
Total Non-Residential GFA (sq. m):	18065.04		Loading Docks	5
Total GFA (sq. m):	38914.85			
Lot Coverage Ratio (%):	39.8			
Floor Space Index:	5.98			

DWELLING UNITS **FLOOR AREA BREAKDOWN** (upon project completion)

			Above Grade	**Below Grade**
Tenure Type:	Rental, Condo			
Rooms:	0	Residential GFA (sq. m):	20849.81	0
Bachelor:	0	Retail GFA (sq. m):	6744.23	0
1 Bedroom:	218	Office GFA (sq. m):	11320.81	0
2 Bedroom:	90	Industrial GFA (sq. m):	0	0
3 + Bedroom:	0	Institutional/Other GFA (sq. m):	0	0
Total Units:	308			

CONTACT: **PLANNER NAME:** **Allison Meistrich, Senior Planner**
TELEPHONE: **(416) 395-7127**