

Request to demolish the Residential Building at 21 Southvale Drive

Date: April 29, 2019
To: North York Community Council
From: Director and Deputy Chief Building Official, Toronto Building
Wards: Ward - 15 Don Valley West

SUMMARY

This report is about a matter for which the North York Community Council has delegated authority to make a final decision.

In accordance with Section 33 of the Planning Act and the City of Toronto Municipal Code Ch. 363, Article II "Demolition Control", the demolition permit application for 21 Southvale Drive is deferred to North York Community Council to grant or refuse, including any conditions, to be attached to the permit. The owner proposes to demolish the existing single detached dwelling on the property. A permit for construction of a new building has not been submitted because the property will form part of the parkland dedication requirements for the proposed Sunnybrook Plaza redevelopment at 660 Eglinton Ave East.

RECOMMENDATIONS

The Director and Deputy Chief Building Official, Toronto Building, North York District recommends that the North York Community Council give consideration to the application for the demolition at 21 Southvale Drive, and:

1. Refuse the application to demolish the vacant residential building because there is no permit application to replace the building on the site; or
2. Approve the application to demolish the vacant residential building without any conditions; or
3. Approve the application to demolish the vacant residential building with the following conditions:

- a) That a construction fence be erected in accordance with the provisions of the Municipal Code, Chapter 363, Article III, if deemed appropriate by the Chief Building Official;
- b) That all debris and rubble be removed immediately after demolition;
- c) That sod be laid on the site and be maintained free of garbage and weeds, in accordance with the Municipal Code Chapter 629-10, paragraph B and 629-11; and
- d) That any holes on the property are backfilled with clean fill.

FINANCIAL IMPACT

There are no financial impacts.

DECISION HISTORY

On March 27, 2019, the agent, acting for the owner of the property, submitted an application for the demolition of the existing vacant single detached house at 21 Southvale Drive. The applicant has not submitted a building permit application to replace the building.

On November 28, 2016, the Ontario Municipal Board allowed the appeal with respect to the Zoning By-law amendment and Official Plan amendment to permit the proposed redevelopment at 660 Eglinton Ave E which is comprised of two residential apartment buildings with some commercial uses at grade. The development is subject to a Rezoning Application (14-267342 NNY 26 OZ), which was submitted on December 23, 2014 and a Site Plan Approval application (19-143856 NNY 15 SA), which was submitted on April 24, 2019. The Ontario Municipal Board has issued its Draft Order but has yet to issue a final Order.

The property was purchased by the owner to satisfy the parkland dedication requirement under Section 42 of the Planning Act and as outlined in the Section 37 agreement for the Sunnybrook Plaza redevelopment at 660 Eglinton Avenue East. The owner is required to transfer title of the property at 21 Southvale Drive to the City immediately after completing the base park improvements and satisfying all other City conditions.

The demolition permit application (19-131501 DEM 00 DM) for the vacant single detached house is being referred to the North York Community Council because the residential building is proposed to be demolished without Toronto Building having received a permit to replace the building. In such cases, Chapter 363 Article II of the City of Toronto Municipal Code requires Community Council to issue or refuse the demolition permit.

COMMENTS

The City of Toronto Municipal Code [Chapter 363, Article II “Demolition Control” Subsection D (1)] requires that the application be referred to Community Council for consideration if no building permit is issued to erect a replacement building on the property.

The application for the demolition has been circulated to Heritage Preservation Services, Public Health, Urban Forestry, and the Ward Councillor. The existing house is not currently on the list of designated historical buildings.

The lands are not subject to Toronto and Region Conservation Authority.

CONTACT

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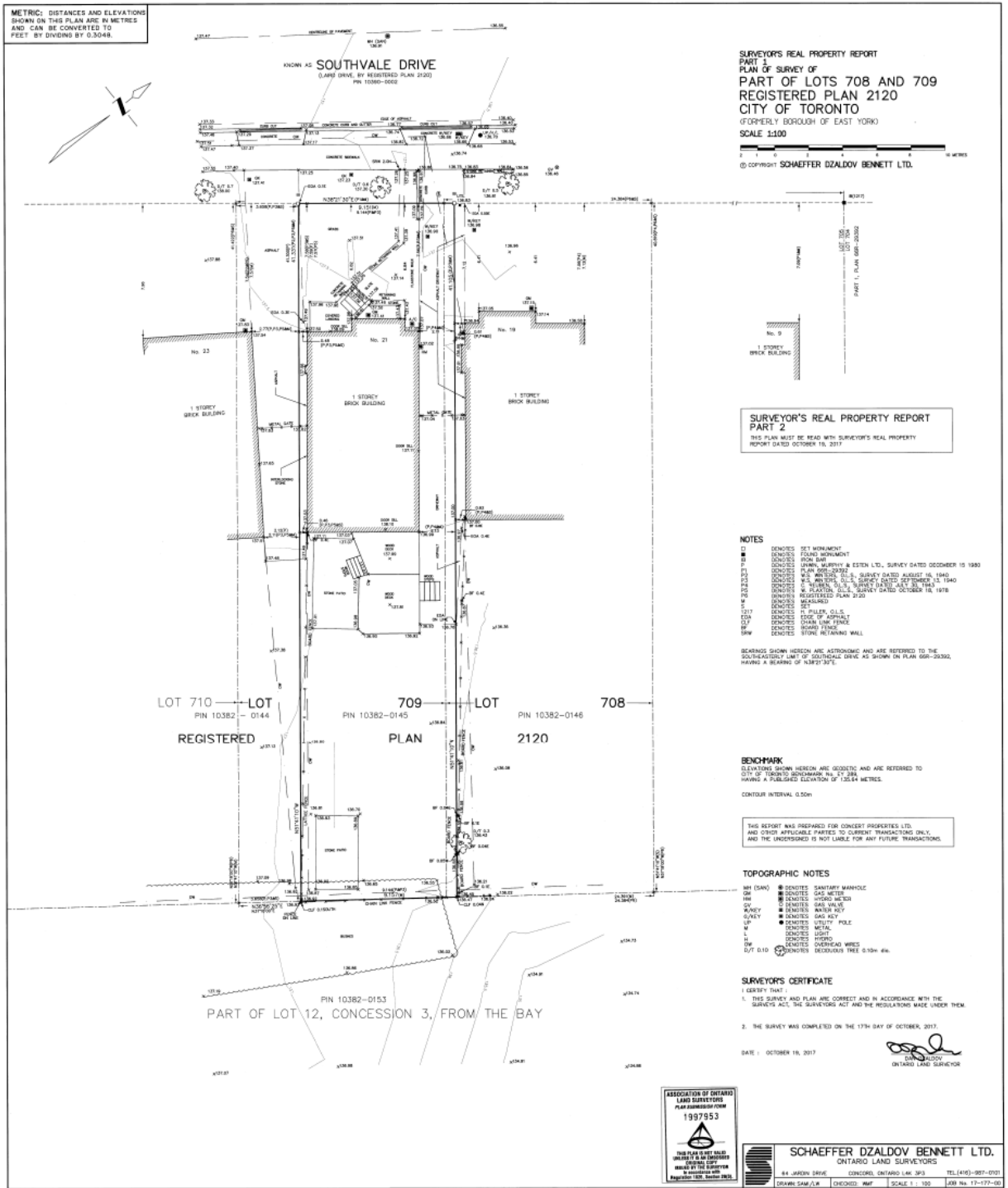
SIGNATURE

Alan Shaw
Director & Deputy Chief Building Official, Toronto Building
North York District

ATTACHMENT

Attachment 1 - Survey of 21 Southvale Drive
Attachment 2 - Draft Ontario Municipal Board Order
Attachment 3 - Letter from Goodmans Barristers & Solicitors

Attachment 1 - Survey of 21 Southvale Drive



Attachment 2 - Draft Ontario Municipal Board Order

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE:

CASE NO(S): PL140905
PL160085

IN THE MATTER OF subsection 17(24) of the Planning Act, R.S.O. 1990, c. P.13, as amended

Appellant: RioCan Holdings (Sunnybrook) Inc. and others
Subject: Proposed Official Plan Amendment No. OPA 253
Municipality: City of Toronto
OMB Case No.: PL140905
OMB File No.: PL140905
OMB Case Name: Armel Corporation v. Toronto (City)

IN THE MATTER OF subsection 34(11) of the Planning Act, R.S.O. 1990, c. P.13, as amended

Appellant: RioCan Holdings (Sunnybrook) Inc..
Subject: Application to amend the former Town of Leaside Zoning By-law—
Neglect of the City of Toronto to Make a Decision (Site Specific-
660 Eglinton Avenue East)
Municipality: City of Toronto
OMB Case No.: PL160085
OMB File No.: PL160085
OMB Case Name: RioCan Holdings (Sunnybrook) Inc. v. Toronto (City)

ORDER

WHEREAS on November 28, 2016 a public hearing was held on these matters before the Ontario Municipal Board (the "Board");

AND WHEREAS the Board, having heard from the parties and having been provided with planning evidence in support of the proposed planning instruments, is satisfied that the proposed planning instruments are worthy of approval;

NOW THEREFORE THE BOARD ORDERS that:

1. RioCan Holdings (Sunnybrook) Inc.'s appeal of Official Plan Amendment No.253 ("OPA 253") (OMB Case No. PL 140905) is allowed in part and Subparagraph (b) i of Site and Area Specific Policy 478, as set out in Section 7 of OPA 253 as adopted at the Toronto City Council meeting held on July 8, 9, 10 and 11 of 2014, is hereby modified in accordance with Schedule "A" as attached hereto.

2. RioCan Holdings (Sunnybrook) Inc's appeal of its Zoning By-law amendment application to amend the former Leaside Zoning By-law Restricted Area Zoning By-law No. 1916 and City of Toronto Zoning By-law 569-2013 regarding the property municipally known as 660 Eglinton Avenue East (OMB Cases No. 160085) is allowed in part and former Leaside Zoning By-law Restricted Area Zoning By-law No. 1916 will be amended generally in accordance Exhibit 11 attached hereto as Schedule "B" and City of Toronto Zoning By-law 569-2013 will be amended generally in accordance with Exhibit 10 attached hereto as Schedule "C".
3. The Board's Order on the Zoning By-law amendment (item 2 above) will be withheld pending receipt of confirmation from the City:
 - a. that the final form of the zoning by-law is satisfactory to the City Solicitor;
 - b. that the registered owner of the site has entered into the required Section 37 Agreement to the satisfaction of the City Solicitor; and
 - c. that the Owner has satisfied the requirements of the City's Engineering & Constructions Services Department as set out in its memorandum of September 6, 2016

The Board may be spoken to if there are any difficulties in finalizing the matters set forth in item 3 above.

Schedule "A"

Subparagraph (b)(i) of Site and Area Specific Policy 478 as set out in Section 7 of OPA 253 as adopted at the Toronto City Council meeting held on July 8, 9, 10 and 11 of 2014, is hereby modified by replacing:

- (b) To support a balanced mix of uses, new development on the lands will:
 - (i) maintain the amount of existing non-residential gross floor area,

With the following:

- (b) To support a balanced mix of uses, new development on the lands will:
 - (i) maintain the amount of existing non-residential gross floor area, with the site at 660 Eglinton Avenue East providing a minimum of four thousand (4,000) square metres of non-residential gross floor area,

Schedule "B"
Leaside Zoning By-law Restricted Area Zoning By-law No. 1916 Amendment

CITY OF TORONTO

BY-LAW No. ~ 2016

To amend former Borough of East York Zoning By-law No. 1916, (as amended by By-law No.508-2000), with respect to lands municipally known as 660 Eglinton Avenue East

WHEREAS the Ontario Municipal Board pursuant to its Order issued on ● in relation to Board Case Nos PL ● determined to amend Zoning By-law No.1916, as amended, of the former Borough of East York By-law; and

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

WHEREAS pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act may authorize increases in the height and density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law;

WHEREAS subsection 37(3) of the Planning Act provides that where an owner of land elects to provide facilities, services and matters in return for an increase in the height or density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters;

WHEREAS the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

WHEREAS the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by Zoning By-law No.1916, as amended, of the former Borough of East York By-law, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto.

THEREFORE Zoning By-law No.1916, as amended, of the former Borough of East York By-law, is further amended by the Ontario Municipal Board as follows:

1. Pursuant to Section 37 of the Planning Act and subject to compliance with this By-law, the increase in height and density of development on the lot contemplated herein is permitted in return for the provision by the owner, at the owner's expense, of the facilities, services and matters set out in Schedule 1 hereof which are secured by one or more agreements pursuant to Section 37(3) of the Planning Act in a form, and registered on title to the lot, to the satisfaction of the City Solicitor.
2. Where Schedule 1 of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
3. The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Schedule 1 are satisfied.

4. For clarity:
 - (a) except as otherwise provided herein, the provisions of By-law 508-2000, shall continue to apply to the lands identified as "Area Subject to Amendment" as shown on Schedule "1" attached (the "Lands") and identified as Building A and Building B;
 - (b) notwithstanding any existing or future severances, partition or division of the Lands, the provisions of *By-law No. 508-2000* and this By-law shall apply to the whole of the Lands as if no severance, partition or division has occurred; and
 - (c) Schedule "1" and Schedule "2" attached to this By-law are incorporated into this By-law and are deemed to be part of this By-law.
5. *By-law No. 508-2000* is amended as follows:
 - (a) Section 6.11.1.2 (2) is deleted and replaced by the following
 - (2) Permitted Uses for Building B and Building C
 - (a) Residential
 - (i) Dwelling Apartment
 - (ii) Home for the Aged
 - (iii) Home for Nursing
 - (iv) Structures Accessory to the foregoing
 - (b) Retail Commercial
 - (i) Retail Store
 - (ii) Artist and Photographer studio
 - (iii) Business and Professional Office
 - (iv) Commercial Parking Garage
 - (v) Commercial School
 - (vi) Drug Store
 - (vii) Food Store
 - (viii) Financial Institution
 - (ix) Automated Teller Machine
 - (x) Bakery

- (xi) Business Office
- (xii) Clinic
- (xiii) Custom Workshop
- (xiv) Day Nursery
- (xv) Department Store
- (xvi) Dry Cleaning Establishment
- (xvii) Dry Cleaners Distribution Station
- (xviii) Eating Establishment
- (xix) Financial Institution
- (xx) Government Office
- (xxi) Personal Service Shop
- (xxii) Printing Store
- (xxiii) Private Club
- (xxiv) Private Public Recreational Facility
- (xxv) Private School
- (xxvi) Restaurant
- (xxvii) Restaurant Take Out
- (xxviii) Schools
- (xxix) Tailors Shop
- (xxx) *Temporary Sales Office*
- (c) Other
 - (i) uses accessory to the foregoing
- (b) Section 6.11.1.2 (3) is amended to state "Development Requirements for Building A",
- (c) Section 6.11.1.2.(3) (a) is amended to state "Building A shall be constructed and used in compliance with the minimum setbacks and maximum heights shown on Schedule "1" attached to this By-law",

- (d) Section 6.11.2(3)(b) is amended to state: "The maximum total Gross Floor Area – Building A – shall not exceed 9000 square metres and the maximum number of Dwelling Units shall not exceed 83 units" and Sections 6.11.1.3(b)(i) and (ii) are deleted,
- (e) Section 6.11.2(3)(c) is amended to replace the words "apartment dwelling" with the words "Building A",
- (f) Section 6.11.2(3)(d) is amended to replace the words "apartment dwelling" with the words "Building A",
- (g) Section 6.11.2(3)(e) is amended to read: "Three levels of underground parking with a minimum of 154 spaces shall be provided underneath Building A, of these spaces at least 50 will be allocated for commercial parking, at least 83 will be allocated for residents of the building and at least 21 will be allocated for visitor parking", and Sections 6.11.1.3(e)(i) and (ii) are deleted,
- (h) Section 6.11.2(3)(f) is amended to read: "1 loading space shall be provided for the Building A,
- (i) Section 6.11.2.(4) is added which states:

(4) Development Requirements for Building B and Building C

- (a) Gross Floor Area for Building B and Building C
 - (i) Maximum Gross Floor Area of all Buildings and Structures within the Building envelopes, which are shown on Schedule "2" as Building B and Building C attached to this By-law, shall be 32,608m².
 - (ii) Maximum Residential Gross Floor area shall be 29,000m².
 - (iii) Minimum Non-Residential Gross Floor area shall be 4,000m².
- (b) Residential Amenity Areas for Building B and Building C
 - (i) Minimum of 4.0m² per dwelling unit of Residential Amenity Space per dwelling unit shall be provided.
 - (ii) At least 2.0m² per dwelling unit of the required Residential Amenity Space shall be indoor Residential Amenity Space.
- (c) Building Location and Setbacks for Building B and Building C
 - (i) No part of any building or structure erected on the lot or used above grade is located otherwise than wholly within the areas delineated by heavy lines on the attached Schedule 2 and identified as Building B and Building C.
 - (ii) Canopies, awnings and building cornices, lighting fixtures, ornamental lighting fixtures, ornamental elements, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, stairs, stair enclosures, wheel chair

ramps, vents, underground garage ramps, landscape and public art features, architectural features and signage extend beyond the heavy lines shown on Schedule 2 and identified as Building B.

- (iii) Balconies may project up to 2.0 metres beyond the heavy lines shown on Schedule 2 and identified as Building B and Building C.

(d) Maximum Building Height for Building B and Building C

- (i) No person shall erect or use a building or structure or portion thereof on the lot having greater height in metres than the height in metres specified by numbers following the letter H on the attached Schedule "2" and identified as Building B and Building C, exclusive of mechanical penthouse, elements on the roof of the building or structure used for green roof technology or alternative roofing system, garbage chute overrun, signage, roof-top access, lighting fixtures, lightning rods, parapets, ornamental elements, architectural features, satellite dishes, and roof top structures that feature decorative design elements, parapets, cornices, mouldings, flashings, railings, pergolas, trellises, window washing equipment, chimney stacks and structures used for wind protection purposes.
- (ii) no portion of any building or structure erected or used on the lot, shall exceed the number of *storeys* specified by the numbers following the symbol "S" on the attached Schedule "2"

(e) Parking Spaces for Building B and Building C

(i) Residential

- (1) a minimum of 0.60 parking spaces per bachelor dwelling unit.
- (2) a minimum of 0.70 parking spaces per one bedroom dwelling unit.
- (3) a minimum of 0.90 parking spaces per two bedroom dwelling unit.
- (4) a minimum of 1.00 parking spaces per three bedroom dwelling unit
- (5) a minimum of 0.10 parking spaces per unit for visitor parking

(ii) Non-Residential

- (1) a minimum of 1.0 parking space per 100 square metres of non-residential gross floor area shall be provided.

- (2) for clarity a minimum of 50 additional parking spaces allocated for commercial parking will continue to be maintained off site in the residential apartment building located at 1801 Bayview Avenue.
- (f) Bicycle Parking for Building B
 - (i) a minimum ratio of 0.90 bicycle parking spaces per residential unit shall be provided.
 - (ii) a minimum ratio of 0.20 bicycle parking spaces per non-residential floor area of 100m² shall be provided
 - (iii) a minimum ratio of 0.10 residential short term bicycle parking spaces per residential unit shall be provided.
 - (iv) a minimum ratio of 0.3 non-residential short term bicycle parking spaces per non-residential floor area of 100m² shall be provided.
 - (v) bicycle parking spaces shall be provided on the first and second levels below grade.
- (g) Loading for Building B
 - (i) 1 Type G loading space shall be provided.
 - (ii) 2 Type B loading spaces shall be provided.
- 6. Except as amended in this By-law, all other provisions of By-law No. 1916, as amended shall apply to the lands.
- 7. The building existing on the lot on the day of the passage of this By-law shall be exempt from the requirements of Section 5(i) this by-law.
- 8. For the purposes of the amendment made by this By-law to By-law No. 508-2000 that are applicable to Section 6.11.2.(4) (Building B and Building C), the following expressions shall have the following meaning:
 - (a) "*commercial parking garage*" means a portion of the *lot* used for temporary public parking of motor vehicles.
 - (b) "*height*" means the vertical distance between grade and the highest point of the building or structure.
 - (c) For the purposes of this By-law, Established Grade shall be 143.68 Canadian Geodetic Datum.
 - (d) "*gross floor area*" shall exclude from the calculations all:
 - (i) below and above grade parking, and drop off

- (ii) bicycle parking located below grade, at grade and above grade,
 - (iii) loading areas at grade and below grade,
 - (iv) storage rooms, washroom, electrical, utility, mechanical and ventilations rooms below and above grade,
 - (v) amenity space as required by this by law,
 - (vi) elevator and garbage shafts,
 - (vii) mechanical penthouse,
 - (viii) exit stairwells
 - (ix) shower and change facilities associated with bicycle parking spaces.
- (e) *"lot"* means those lands outlined by heavy lines and identified as Building B and Building C on Schedule 2 attached hereto.
- (f) *"residential amenity space"* means a common area or areas within a lot which are provided for the use of residents of the building(s) for recreational and social purposes.
- (g) *"temporary sales office"* means an office or sales trailer used exclusively for the initial sale and/or initial leasing of dwelling units or non-residential uses to be erected on the *lot*.
- (h) *"storey"* means the number of storeys above grade as shown on Schedule "2" as marked with a "S" and does not include a mezzanine
- (i) *"Type G loading space"* shall mean a loading space with dimensions of 13m x 4m with a vertical clearance of 6.1 m.
- (j) *"Type B loading space"* shall mean a loading space with dimensions of 11m x 3.5m with a vertical clearance of 4m.

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PURSUANT TO THE ONTARIO MUNICIPAL BOARD ORDER/DECISIONS ISSUED ON ● IN
BOARD FILE NOS.●.

SCHEDULE 1
Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City at the Owner's expense in return for the increase in height and density of the proposed development on the lot and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

- i. Prior to the issuance of an above-grade building permit for the proposed development on the lot, other than a building permit for a temporary sales office/pavilion, the Owner shall pay to the City the sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000) (indexed) to be applied to new recreational/community facilities (including off-site parkland acquisition) in the Leaside community or the expansion of any existing recreational/community facilities, with such funds to be used in the discretion of the Chief Planner in consultation with the Ward Councillor;
- ii. Other matter to support the development of the lot:
 - a. Subject to the following provisions, the owner of the site (the "Owner") shall make its commercially reasonable best efforts to ensure that prior to the issuance of the first above-grade building permit for the site, it shall convey an off-site dedication for parkland purposes (the "Off-Site Parkland Conveyance") in base park condition to the satisfaction of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor.
 - b. Should the Owner not have achieved the Off-Site Parkland Conveyance prior to the issuance of the first above-grade building permit, the Owner may choose to submit a Letter of Credit in lieu of and to the value of the Cash-in-Lieu Payment the day before the day the first above-grade building permit is issued. In which case, should the Off-Site Parkland Conveyance not be completed by the earlier of first occupancy or first registration of a condominium of the site, the City may cash the Letter of Credit and apply the proceeds to be paid towards the Cash-in-Lieu Payment. The General Manager, PFR may agree to extend date for the completion of the Off-Site Parkland Conveyance in its sole discretion.
 - c. The Off-Site Parkland Conveyance shall be environmentally acceptable to the General Manager, PFR and shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR.
 - d. The Owner shall pay for all of the costs of the Off-Site Parkland Conveyance, including demolition and removal of any existing structures, environmental remediation, taxes and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the Off-Site Parkland Conveyance.
 - e. The Owner and the City acknowledge and agree that the Off-Site Parkland Conveyance could land that is to the satisfaction of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor.
 - f. The Owner acknowledges and agrees that it will undertake its commercially reasonable best efforts to obtain and convey to the City an acceptable Off-Site Parkland Conveyance

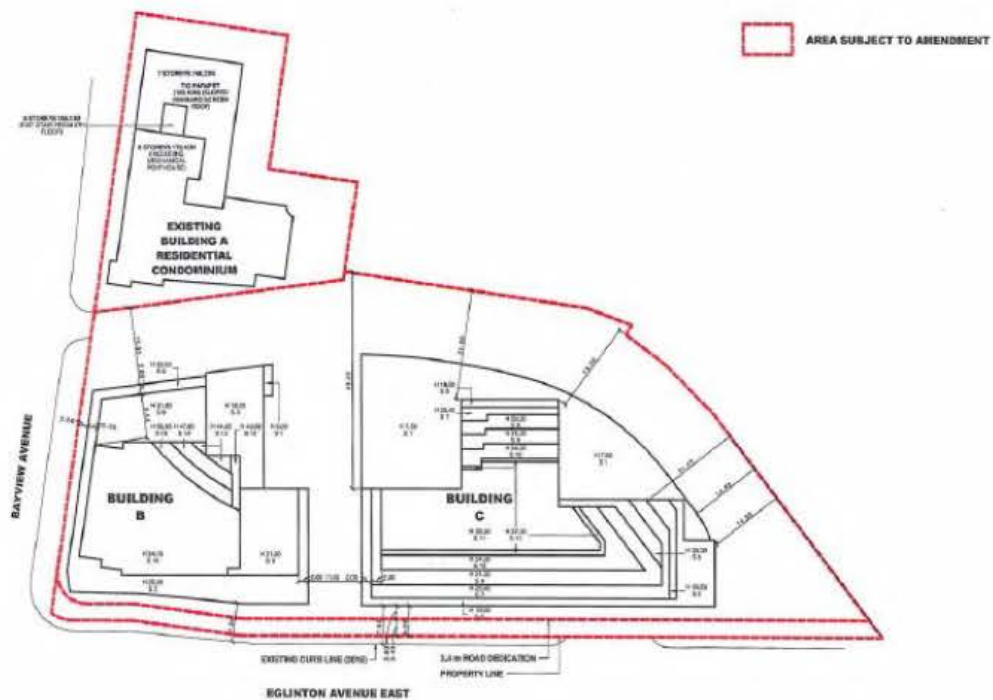
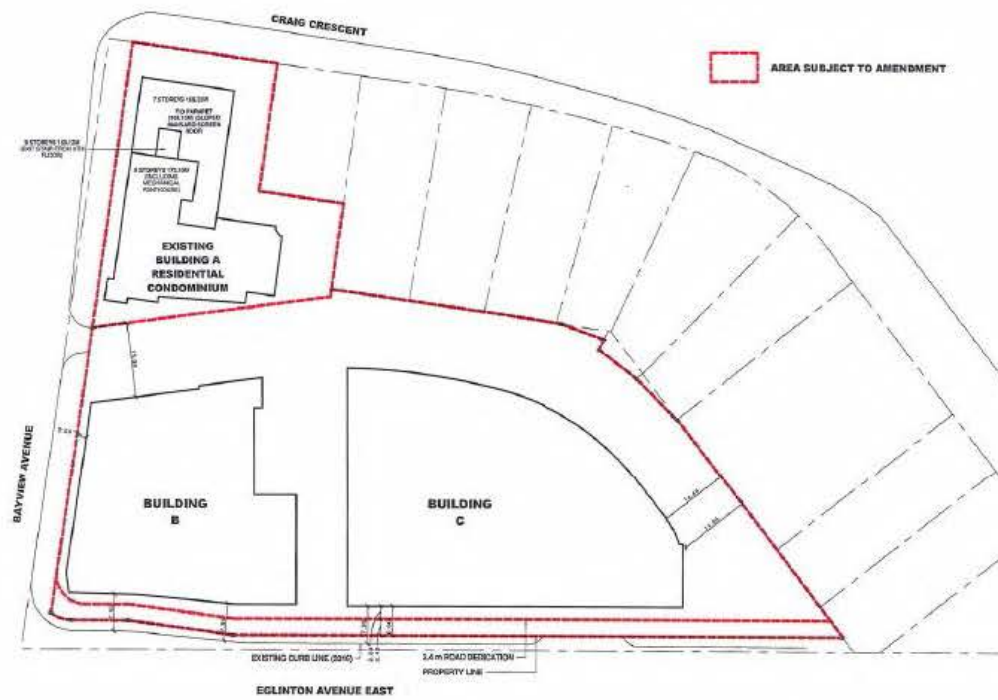
and agrees to provide the General Manager, PFR with an update every two months on its efforts to obtain the same.

- g. If the Owner succeeds in obtaining an option to obtain an acceptable Off-Site Parkland Conveyance, or otherwise satisfies the General Manager, PFR that it is likely to do so, it shall provide the General Manager, PFR with an estimate of the Owner's cost (the "Owner's Off-Site Parkland Cost"), which will include: the cost of the land, closing costs including reasonable legal fees and land transfer tax, reasonable consultant costs for the completion of required environmental reports, costs related to the demolition and removal of any existing residential home including permit fees and reasonable consultant costs and environmental remediation costs and base park improvement costs.
- h. Upon receiving the Owner's estimate of the Owner's Off-Site Parkland Cost, the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor, will then determine if the City should proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance.
- i. If the City decides to proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance, the City and the Owner shall then work in good faith to enter into an appropriate agreement of purchase and sale in respect to the Off-Site Parkland Conveyance to include these provisions.
- j. If the value of the Owner's Off-Site Parkland Cost is the same as the Cash-in-Lieu Payment,
 - 1. upon completion of Off-Site Parkland Conveyance, the Owner will have to make no further contribution in respect of Section 42 of the Planning Act, and
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner.
- k. If the value of the Owner's Off-Site Parkland Cost is less than the Cash-in-Lieu Payment,
 - 1. the Owner shall pay the difference to the City,
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and
 - 3. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.
- l. If the value of the Owner's Off-Site Parkland Cost is greater than the Cash-in-Lieu Payment,
 - 1. the City shall pay the difference to the Owner,
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and
 - 3. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.

S1-3

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

6630234.5



Schedule "C"
City By-law 569-2013 Amendment

6636573.3

BY-LAW No. ~ 2016

To amend the City of Toronto By-law No. 569-2013, as amended, with respect to lands known municipally as 1801 Bayview Avenue and 660 Eglinton Avenue East.

WHEREAS the Ontario Municipal Board pursuant to its Order issued on ● in relation to Board Case Nos PL ● determined to amend Zoning By-law No. 569-2013, as amended; and

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

WHEREAS pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act may authorize increases in the height and density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law;

WHEREAS subsection 37(3) of the Planning Act provides that where an owner of land elects to provide facilities, services and matters in return for an increase in the height or density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters;

WHEREAS the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

WHEREAS the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by Zoning By-law 569-2013, and is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto.

THEREFORE City of Toronto Zoning By-law 569-2013, as amended, is further amended by the Ontario Municipal Board as follows:

1. Pursuant to Section 37 of the Planning Act and subject to compliance with this By-law, the increase in height and density of development on the lot contemplated herein is permitted in return for the provision by the owner, at the owner's expense, of the facilities, services and matters set out in Schedule 1 hereof which are secured by one or more agreements pursuant to Section 37(3) of the Planning Act in a form, and registered on title to the lot, to the satisfaction of the City Solicitor.
2. Where Schedule 1 of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
3. The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Schedule 1 are satisfied.

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4. To remove from Bylaw No.569-2013 the lands known municipally in the year 2016 as 1801 Bayview Avenue and 660 Eglinton Avenue East as delineated by the heavy lines on Map 1 attached to and forming part of this By-law.

PURSUANT TO THE ONTARIO MUNICIPAL BOARD ORDER/DECISIONS ISSUED ON ● IN BOARD FILE NOS.●.

SCHEDULE 1
Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City at the Owner's expense in return for the increase in height and density of the proposed development on the lot and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

- i. Prior to the issuance of an above-grade building permit for the proposed development on the lot, other than a building permit for a temporary sales office/pavilion, the Owner shall pay to the City the sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000) (indexed) to be applied to new recreational/community facilities (including off-site parkland acquisition) in the Leaside community or the expansion of any existing recreational/community facilities, with such funds to be used in the discretion of the Chief Planner in consultation with the Ward Councillor;
- ii. Other matter to support the development of the lot:
 - a. Subject to the following provisions, the owner of the site (the "Owner") shall make its commercially reasonable best efforts to ensure that prior to the issuance of the first above-grade building permit for the site, it shall convey an off-site dedication for parkland purposes (the "Off-Site Parkland Conveyance") in base park condition to the satisfaction of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor.
 - b. Should the Owner not have achieved the Off-Site Parkland Conveyance prior to the issuance of the first above-grade building permit, the Owner may choose to submit a Letter of Credit in lieu of and to the value of the Cash-in-Lieu Payment the day before the day the first above-grade building permit is issued. In which case, should the Off-Site Parkland Conveyance not be completed by the earlier of first occupancy or first registration of a condominium of the site, the City may cash the Letter of Credit and apply the proceeds to be paid towards the Cash-in-Lieu Payment. The General Manager, PFR may agree to extend date for the completion of the Off-Site Parkland Conveyance in its sole discretion.
 - c. The Off-Site Parkland Conveyance shall be environmentally acceptable to the General Manager, PFR and shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR.
 - d. The Owner shall pay for all of the costs of the Off-Site Parkland Conveyance, including demolition and removal of any existing structures, environmental remediation, taxes and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the Off-Site Parkland Conveyance.
 - e. The Owner and the City acknowledge and agree that the Off-Site Parkland Conveyance could land that is to the satisfaction of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor.
 - f. The Owner acknowledges and agrees that it will undertake its commercially reasonable best efforts to obtain and convey to the City an acceptable Off-Site Parkland Conveyance

S1-2

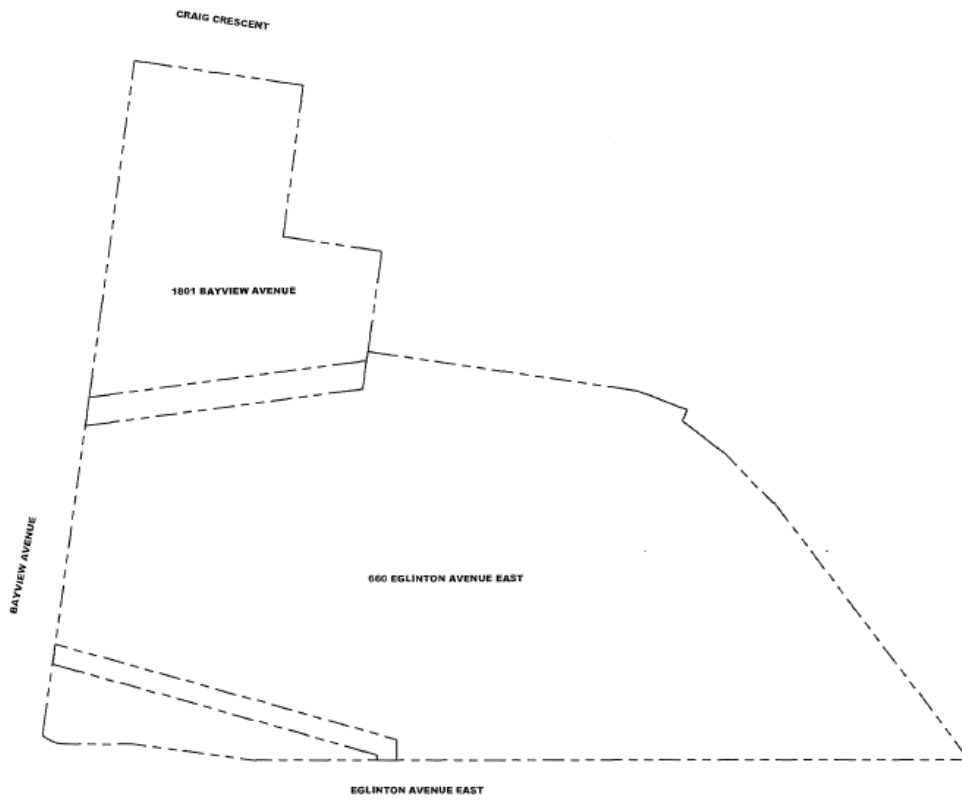
and agrees to provide the General Manager, PFR with an update every two months on its efforts to obtain the same.

- g. If the Owner succeeds in obtaining an option to obtain an acceptable Off-Site Parkland Conveyance, or otherwise satisfies the General Manager, PFR that it is likely to do so, it shall provide the General Manager, PFR with an estimate of the Owner's cost (the "Owner's Off-Site Parkland Cost"), which will include: the cost of the land, closing costs including reasonable legal fees and land transfer tax, reasonable consultant costs for the completion of required environmental reports, costs related to the demolition and removal of any existing residential home including permit fees and reasonable consultant costs and environmental remediation costs and base park improvement costs.
- h. Upon receiving the Owner's estimate of the Owner's Off-Site Parkland Cost, the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor, will then determine if the City should proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance.
- i. If the City decides to proceed with the acquisition and provision to the City of the Off-Site Parkland Conveyance, the City and the Owner shall then work in good faith to enter into an appropriate agreement of purchase and sale in respect to the Off-Site Parkland Conveyance to include these provisions.
- j. If the value of the Owner's Off-Site Parkland Cost is the same as the Cash-in-Lieu Payment,
 - 1. upon completion of Off-Site Parkland Conveyance, the Owner will have to make no further contribution in respect of Section 42 of the Planning Act, and
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner.
- k. If the value of the Owner's Off-Site Parkland Cost is less than the Cash-in-Lieu Payment,
 - 1. the Owner shall pay the difference to the City,
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and
 - 3. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.
- l. If the value of the Owner's Off-Site Parkland Cost is greater than the Cash-in-Lieu Payment,
 - 1. the City shall pay the difference to the Owner,
 - 2. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and
 - 3. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.

S1-3

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

6636825.1



THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

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LANDSCAPE PLAN
DATE: 10/10/2018

MAP 1

DATE: 10/10/2018
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

① ZBA-03

Attachment 3 - Letter from Goodmans Barristers & Solicitors

Goodmans^{LLP}

Barristers & Solicitors

goodmans.ca

March 14, 2019

VIA EMAIL

Toronto Building
North York District
North York Civic Centre
1st fl., 5100 Yonge St.
North York, ON M2N 5V7

Attention: Natasha Zappulla, Manager, Plan Examination

Dear Sirs/Mesdames:

Re: 21 Southvale Drive – Application to Demolish

We are solicitors for RioCan Property Services Trust and Concert Real Estate Corporation. In accordance with Section 42 of the *Planning Act*, 2571489 Ontario Limited purchased the property known municipally as 21 Southvale Drive in East York on behalf of RioCan Property Services Trust and Concert Real Estate Corporation for the purposes of conveying it to the City.

This property was purchased to satisfy the parkland dedication requirement as outlined in section 4 of the draft Section 37 Agreement for the Sunnybrook Plaza redevelopment at 660 Eglinton Avenue East, application No.14 267342 NNY 26 OZ and as further confirmed in the letter from Gordon Whicher of City Legal dated May 19, 2017 attached to this letter as Schedule "A".

A demolition permit is required to facilitate the demolition of the single family home that currently occupies the property. As required in the Section 37 Agreement, we are to convey the property free and clear of all encumbrances and are required to bring the property to base park conditions. As such, a replacement building will not be constructed on the property.

Please contact the undersigned if you have any questions or comments.

Yours truly,

Goodmans LLP

cc: