

## Attachment 6: Draft Zoning By-law Amendment to Amend By-law 438-86

**Authority:** Toronto and East York Community Council Item ~, as adopted by City of Toronto Council on ~, 2019

### CITY OF TORONTO

**Bill No.**

**BY-LAW No. -2019**

**To amend the General Zoning By-law No. 438-86, as amended, of the former City of Toronto, to amend site-specific Zoning By-law No. 133-2014 and to repeal By-law No. 547-1985 and 0727-1945 for the lands municipally known in the year 2018 as 545, 555, 565, 583, 591, 595, 599 and 601 Sherbourne Street and 3-7 Howard 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*;

Whereas pursuant to Subsection 37(3) of the *Planning Act*, the Council of a municipality may, in a bylaw passed under Section 34 of the *Planning Act*, authorize increases in the height and/or density of development beyond that otherwise permitted by the zoning by-law, in return for the provision of such facilities, services and matters as are set out in the by-law; and

Whereas the increases in the density and heights permitted hereunder, beyond that otherwise permitted on the land by By-law No. 438-86, as amended, are to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the *owner* of such land and the City of Toronto (hereinafter referred to as the "City"); and

Whereas the Official Plan of the former City of Toronto contains provisions relating to the authorization of the height and density of development; and

Whereas the *owner* of the land that is the subject of this By-law has elected to provide the facilities, services and matters as are hereinafter set forth; and

Whereas Council has required the *owner* of the aforesaid lands to enter into one or more agreements dealing with certain facilities, services and matters in return for the increases in height and density in connection with the aforesaid land as permitted in this By-law;

The Council of the City of Toronto enacts:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted in this By-law are permitted subject to compliance with all of the

conditions set out in this By-law including the provision by the *owner* of the *land*, of the facilities, services and matters set out in Appendix 1 hereof to the City at the *owner's* sole expense and in accordance with and subject to the agreement referenced in Section 2 of this By law.

2. Upon execution and registration of an agreement or agreements with the owner of the *land* pursuant to Section 37 of the *Planning Act* securing the provision of the facilities, services or matters set out in Appendix 1 hereof, the *land* is subject to the provisions of this By law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the owner may not erect or use such building until the owner has satisfied the said requirements.

3. Zoning By-law No. 133-2014 is amended by deleting Map 1 and Map 2 and replacing them with Map 1, Map 2 and Map 3 attached to and forming part of this By-law, by deleting Section 5 and replacing it with Section 6 of this By-law, and by deleting Section 6 and replacing it with Section 8 of this By-law.

4. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended, and site-specific By-law No. 133-2014, as amended, shall continue to apply to the *land*.

5. By-law Nos. 547-1985 and 0727-1994 are hereby repealed.

6. Notwithstanding the provisions of 4(2)(a), 4(5), 4(8), 4(12), 4(13)(a) and (c), 4(16), 6(1)(f)(b), 6(2)(8), 6(3) Part I (1), 6(3) Part II (2) to (5), 6(3) Part III (1) and (2), 8(3) Part 1, 8(3) Part II, 8(3) Part III, 12(1) 232, 12(2) 132 and 12(2)260 of By-law No. 438-86, as amended, the following development standards shall now be applicable to the lands:

- (a) the *land* shall comprise the lands delineated by heavy lines on Map 1 attached to and forming part of this By-law;
- (b) in addition to the uses permitted in Section 6(1)(f) of By-law No. 438-86, permitted uses shall also include one or more of the uses listed in Sections 8(1)(f)(b)(i), (ii), (iii), (iv), (v), (vi), (viii) and (ix) of By-law No. 438-86;
- (c) a *commercial parking garage* shall be a permitted use, subject to Section 6(m)(iii) of this By-law;
- (d) in Area A as shown on Map 1 of this By-law, the total *residential gross floor area* shall not exceed 35,200 square metres and the total *non-residential gross floor area* shall not exceed 800 square metres;
- (e) in Area B as shown on Map 1 of this By-law, the total residential gross floor area shall not exceed 109,720 square metres and the total non-residential gross floor area shall not exceed 5,250 square metres;

(f) in Area A, the number of *dwelling units* and types of *dwelling units* in must comply with the following:

- (i) the maximum total number of *dwelling units* is 545;
- (ii) the minimum number of three-bedroom *dwelling units* is 43; and
- (iii) the minimum number of two-bedroom *dwelling units* is 137;

(g) in Area A, no portion of the building or structure erected or used above *grade* shall be located otherwise than wholly within the areas delineated by heavy lines shown on Map 2 of this By-law, subject to the following encroachment exceptions:

- (i) cornices, lighting fixtures, , ornamental elements, parapets, eaves, window sills, guardrails, balustrades, railings, wheel chair ramps, thermal insulation and roof ballast, and pipes, to a maximum of 0.3 metres;
- (ii) window washing equipment and vents to a maximum of 3.0 metres;
- (iii) canopies and awnings to a maximum of 3.5 metres; and
- (iv) balconies to a maximum of 2.0 metres, provided they do not project beyond the *lot* line;

(h) in Area B, no portion of the building or structure erected or used above *grade* shall be located otherwise than wholly within the areas delineated by heavy lines shown on Map 3 of this By-law, subject to the following encroachment exceptions:

- (i) awnings, lighting fixtures, ornamental elements, trellises, window sills, balustrades, stairs, stair enclosures, wheelchair ramps, underground garage ramps, landscape and public art features may extend to a maximum of 1.0 metres; and
- (ii) balconies to a maximum of 1.5 metres;

(i) in Area A, the *height* of any building or structure, or portion thereof, including mechanical penthouse and elevator/stair overrun, shall not exceed those heights as indicated by the numbers following "HT" on Map 2, with the exception of the following:

- (i) stairs and stair enclosures, elevator, heating, cooling or ventilating equipment, mechanical penthouse, wall or structure enclosing such elements to a maximum of 7.5 metres;
- (ii) decks, planters, parapets, railings retaining walls, and roof access hatches to a maximum of 1.5 metres;

- (iii) chimneys, fencing, landscape and public art features, lighting fixtures, ornamental elements, trellises, flues, pipes, stacks, structures located on the roof used for outside or open air recreation, terrace or balcony guard dividers, vents, wind protection and safety features to a maximum of 3.0 metres; and
- (iv) waterproofing materials, pavers and green roof elements to a maximum of 0.4 metres;
- (j) In Area B, the *height* of any building or structure, or portion thereof, including mechanical penthouse and elevator/stair overrun, shall not exceed those *heights* as indicated by the numbers following "HT" on Map 3, with the exception of the following:
  - (i) parapets, terrace guards and dividers, planters, railings, decorative screens, and window washing equipment to a maximum of 1.0 metres;
- (k) a minimum of 4,048 square metres of landscaped open space shall be provided on the *land*;
- (l) indoor and outdoor residential amenity space shall be provided for each building identified on Map 2 and Map 3, or on the land, in accordance with the following:
  - (i) Building A – a minimum of 200 square metres of indoor *residential amenity space*;
  - (ii) Building B – a minimum of 250 square metres of indoor *residential amenity space*;
  - (iii) Building C – a minimum of 223 square metres of *residential amenity space*;
  - (iv) Building D – a minimum of 2.0 square metres of indoor *residential amenity space* per *dwelling unit* within Building D;
  - (v) Building E – a minimum of 1,060 square metres of indoor *residential amenity space*;
  - (vi) Building E – a minimum of 630 square metres of outdoor *residential amenity space*; and
  - (vii) A minimum of 3,280 square metres of outdoor *residential amenity space* must be provided on the lands, excluding the outdoor *residential amenity space* required for Building E as specified in (l)(vi) above;
- (m) *parking spaces* shall be provided and maintained below *grade* on the *land* in accordance with the following:

- (i) a minimum of 597 *parking spaces* must be provided for the residents of the *dwelling units*;
  - (ii) a minimum of 206 *parking spaces* must be provided on Level P1 for both visitors to residents of the *dwelling units* and non-residential uses;
  - (iii) a maximum of 93 *parking spaces* may be used as a *commercial parking garage*; and
  - (iv) of the total number of *parking spaces* on the *land*, a maximum of 243 *parking spaces* may be obstructed on one side by any part of a fixed object such as, but not limited to, a wall column, bollard, fence or pipe;
- (n) *bicycle parking spaces* shall be provided and maintained for each building identified on Map 2 and Map 3, or on the *land*, in accordance with the following:
- (i) Buildings A, B and C – a minimum of 194 *bicycle parking spaces* for the residents of the *dwelling units*;
  - (ii) Building D – a minimum of 246 *bicycle parking spaces* for the residents of the *dwelling units*;
  - (iii) Building E – a minimum of 475 *bicycle parking spaces* for the residents of the *dwelling units*;
  - (iv) a minimum of 150 visitor *bicycle parking spaces* for all buildings on the *land*, of which a minimum of 40 visitor *bicycle parking spaces* shall be provided at ground level and the remaining must be located below *grade* in a secured room on Level P1; and
  - (v) *bicycle parking spaces* may be located in *bicycle stacking units*;
- (o) loading spaces shall be provided on the land in accordance with the following:
- (i) a minimum of one *loading space* – type “A”;
  - (ii) a minimum of four *loading spaces* – type “B”;
  - (iii) a minimum of one *loading space* – type “C”; and
  - (iv) a minimum of two *loading spaces* – type “G”, one of which will have a minimum vertical clearance of 6.1 metres for 9.5 metres of its length.

7. None of the provisions of By-law 438-86, as amended, shall apply to prevent a *temporary sales office* on the *land* as of the date of the passing of this By-law.

8. For the purpose of this By-law, each word or expression that is italicized in this By-law shall have the same meaning as such word or expression as defined in By-law 438-86, as amended, with the exception of the following:

*“bicycle parking space”* shall have a minimum dimension of 1.8 metres length, 0.6 metres width and a vertical clearance of 1.9 metres;

*“bicycle stacking units”* shall mean *bicycle parking spaces* whereby bicycles may be parked above one another with the aid of an elevation mechanism, if a *bicycle stacking unit* is provided, the minimum vertical clearance for each *bicycle parking space* is 1.2 metres;

*“grade”* means 115.30 metres Canadian Geodetic Datum in Area A and means 114.79 metres Canadian Geodetic Datum in Area B;

*“height”* means the vertical distance between *grade* as defined in this By-law and the highest point of the roof except for those elements prescribed in this By-law;

*“land”* means the lands delineated by heavy lines on Map 1 attached to and forming part of this By-law, municipally known as 545-601 Sherbourne Street and 3-7 Howard Street; and

*“temporary sales office”* means a temporary building, structure, facility or trailer on the land used for the purpose of the sale of *dwelling units* to be erected on the land.

9. Where the provisions of this By-law conflict with By-law 438-86 and By-law No. 133-2014, the provisions of this By-law shall take precedence.

10. Despite any existing or future severance, partition, or division of the *lot*, the provisions of this By-law shall apply to the whole of the *lot* as if no severance, partition or division occurred.

Enacted and passed on (leave blank - clerk to insert the date), 2019.

Frances Nunziata, Ulli S. Watkiss,  
Speaker City Clerk

(Seal of the City)

## APPENDIX 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 lands as shown as Area A on Map 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

### *Community Benefits*

1. Prior to the issuance of the first above-grade building permit, the owner shall pay to the City the sum of \$2,278,000.00, to be allocated as follows:
  - a. \$1,139,000.00 to be allocated towards local area park or streetscape improvements located in the general vicinity of the lands within Ward 13 that comply with the Streetscape Manual and/or are to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor;
  - b. \$1,139,000.00 to be allocated towards existing and/or new affordable housing that may be owned by Toronto Community Housing, and/or towards existing community facilities, and/or towards recreational space and/or cultural space improvements that may be owned by Toronto Community Housing in the general vicinity of the lands within Ward 13, in consultation with the Ward Councillor;
2. Prior to the issuance of the first above-grade building permit, the owner shall convey to the City unencumbered parkland of at least 80.9 square metres that covers a portion of 589 Sherbourne Street and/or adjacent lands, to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the Chief Planner and Executive Director, City Planning Division. This conveyance is in addition to the parkland conveyance being secured under Section 42 of the Planning Act;
3. Prior to the issuance of the first above-grade building permit for all or any part of the lands, the owner shall extend the existing park lease to the City on the lands at 583-589 Sherbourne Street, known as St. Jamestown West Park, by an additional 124 years over and above the remaining park lease term. Alternatively, at the City's discretion, the owner shall enter into a new lease with the City that will extend the existing lease by an additional 124 years. Such an extension or new lease, as the case may be, shall be on terms and conditions satisfactory to Deputy City Manager, Corporate Services or his/her designate and the City Solicitor, and shall include any amendments required to give effect to such terms and conditions. Without limitation to the foregoing, the extension or new lease shall provide for the following, effective as of execution of the lease:
  - the land at 583 Sherbourne Street and certain other lands, shall be incorporated into the leased premises, and the lands to be included in the development site and to be conveyed to the City as a parkland conveyance under Section 42 of the Planning Act shall be surrendered from the leased premises;

- as in the existing lease, the rent shall be nominal and the landlord shall be responsible for all taxes and utilities;
- the landlord's termination right currently found in the lease shall be deleted; and
- the lease shall have priority over all mortgages, charges or other financial encumbrances against the lands forming the leased premises;

4. The payments required in items 1a and 1b, above, are to be indexed upwardly with the "Non-Residential Construction Price Index for the Toronto Census Metropolitan Area", as reported quarterly by Statistics Canada in Building Construction Price Indexes Publication No. 327-0058, or its successor, and calculated from the date that the Section 37 Agreement is registered on title;

5. In the event the cash contributions required in item 1 above have not been used for the intended purpose within three (3) years of the date of the issuance of the first above-grade building permit, the cash contribution may be directed to another purpose, at the discretion of the Chief Planner and Executive Director, City Planning Division, in consultation with the Ward Councillor, provided that the purpose is identified in the Toronto Official Plan and will benefit the community in the vicinity of the land;

#### *Parkland Dedication*

6. The Owner will be required to convey the 607.64 m<sup>2</sup> portion of the development site for public parkland purposes, to the satisfaction of the General Manager, Parks, Forestry and Recreation (PFR) and the Chief Planner and Executive Director, City Planning Division. This parkland conveyance includes 526.64 square metres being conveyed under Section 42 of the Planning Act and 80.9 square metres being conveyed under Section 37 of Planning Act. The land to be conveyed as parkland 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;

7. The Owner is required to convey the parkland to the City prior to the issuance of the first above grade building permit for the development;

8. The Owner is to pay for the costs of 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 of survey for the new parkland;

#### *Environmental Assessment:*

9. Prior to conveying the parkland to the City, the Owner must:

9.1 Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be



consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;

9.2 Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7%), and submit an initial deposit of \$ 8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Executive Director, Engineering & 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 applicant by the City);

9.3 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 (Ontario Regulation 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;

9.4 At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering & Construction Services for peer review and concurrence, which states:

9.4.1 In the opinion of the Qualified Person:

9.4.1.1 It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and

9.4.1.2 To the extent that the opinion in 9.4.1.1 is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.

9.4.2 Land to be conveyed to the City meets either:

9.4.2.1 The applicable Ministry Generic Site Condition Standards for the most environmentally sensitive adjacent land use; or

9.4.2.2 The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.

9.5 The Qualified Person's statement, referenced in 9.4 above, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, 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, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion

as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services.

9.6 For conveyance of lands requiring a Record of Site Condition:

9.6.1 File the Record of Site Condition on the Ontario Environmental Site Registry; and

9.6.2 Submit the Ministry'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 & Construction Services.

#### *Park Construction: Base Park Improvements*

10. The Owner, at their expense, will be responsible for base construction and installation of the parkland. The Base Park Improvements include the following:

10.1 Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;

10.2 Grading inclusive of 300mm depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with MOECC regulations, the required depth profile of the environmental soil / soft cap will be 1.5 m of engineered fill compacted to 95% SPD and certified by the consulting engineer;

10.2.1 In the case of a risk-assessed site, all materials brought on site shall comply with the site-specific standards outlined in the Certificate of Property Use. In the case where no risk assessment of the site was required, all materials brought on site shall comply with the Ontario Reg. 153/04 Table 3 RPI standards;

10.3 Sodding #1 nursery grade or equivalent value of other approved park development;

10.4 Fencing, where deemed necessary to the satisfaction of PF&R;

10.5 Sanitary and storm service connections with manholes at streetline;

10.6 Water and electrical service connections (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber, electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));

- 10.7 Street trees along all public road allowances abutting City-owned parkland; and;
- 10.8 Standard park sign (separate certified cheque required).
11. All work described in item 10 above is to be completed to the satisfaction of the General Manager, PFR.
12. Prior to the issuance of the first above grade building permit, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements, to the satisfaction of the General Manager, PFR.
13. Prior to the issuance of the first above grade building permit, the Owner shall submit a cost estimate and any necessary plans for the reinstatement of the existing leased park, to current City standards such as AODA standards, all the satisfaction of the General Manager, PFR.
14. Prior to issuance of the first above grade building permit, the Owner shall post an irrevocable Letter of Credit in the amount of 120% of the value of the Base Park Improvements for the parkland to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
15. Prior to issuance of the first above grade building permit, the Owner shall post an irrevocable Letter of Credit in the amount of 120% of the value of the park reinstatement costs, to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with the reinstatement of the existing leased park.
16. The construction of the Base Park Improvements to the park block and the reinstatement of the existing leased park shall be completed within one year after the issuance of the first above grade building permit to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the park block may be taken into consideration and the date for completion may be extended at the discretion of the General Manager, PFR.
17. Should the Owner carry out any of the Base Park Improvements on the park block following conveyance of the park block to the City, the Owner must obtain, at the Owner's expense, a Park Occupation Permit (POP) from PFR's Park Supervisor for that Ward. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, PFR.

### *Temporary Fencing*

18. Prior to conveyance of the parkland the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.

#### *Parkland Grading and Drainage*

19. Prior to conveyance of the parkland, the Owner shall ensure that the grading and drainage for the parkland is compatible with the grades of the adjacent lands to the satisfaction of the General Manager, PFR.

20. The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park.

#### *Credit against DC's for Above Base Park Improvements*

21. Should the owner agree to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development charges, the following condition applies:

21.1 The Owner agrees to design and construct the Above Base Park Improvements to the new park, to the satisfaction of the General Manager, PFR, for a development charge credit against the Parks and Recreation component of the Development Charges. The development charge credit shall be in an amount that is the lesser of the cost to the Owner of installing the Above Base Park Improvements, as approved by the General Manager, PFR, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City's Development Charges By-law, as may be amended from time to time. Prior to the issuance of the first above grade building permit for all or any part of the site, the Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a Letter of Credit equal to 120% of the Parks and Recreation Development Charges payable for the development, all to the satisfaction of the General Manager, PFR.

#### *Above Base Park Improvements*

22. The Owner will be responsible to design and construct the Above Base Park Improvements for the new park as well as any new features/elements on the leased park, all to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of the Park are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the parkland shall be at the discretion of the General Manager, PFR.

23. Prior to the issuance of the first above grade building permit for the development of all or any part of the site, the Owner is required to submit working drawings, specification and landscape plans showing the scope and detail of the work for the Above Base Park Improvements for the new park as well as any new features/elements on the leased park, for review and approval by the General Manager, PFR.

24. The construction of the Above Base Park Improvements to the park block, which includes the new park as well as the existing leased park, shall be completed within one year after the issuance of the first above grade building permit to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather) resulting in the late delivery of the park block may be taken into consideration and the date for completion may be extended at the sole discretion of the General Manager, PFR.

25. Should the Owner carry out any of the Above Base Park Improvements on the park block following conveyance of the park block to the City, the Owner must obtain, at the Owner's expense, a Park Occupation Permit (POP) from PFR's Park Supervisor for that Ward. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park.

26. The owner agrees to further update the Final Pedestrian Level Wind Study by Theakston Environmental dated September 4, 2018, to provide adequate wind mitigation for St. James Town West Park, including both the parkland to be conveyed to the City and the parkland being leased to the City, to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the Chief Planner and Executive Director, City Planning Division. The owner agrees that such updates to the Final Pedestrian Level Wind Study will be done through the City's design process for Above Base Park Improvements for St. James Town West Park. The owner agrees to pay all costs for the updates to the Final Pedestrian Level Wind Study, and, if applicable, all costs for a peer review of the study should a peer review be deemed necessary by the General Manager, Parks, Forestry and Recreation or the Chief Planner and Executive Director, City Planning Division.

### *Warranty*

27. The Owner, upon completion of the construction and installation of the Base and Above Base Park Improvements, to the satisfaction of the General Manger, PFR, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charges for the development, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement Letter of Credit. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20% which will be retained for the 2 year guarantee known as the Parkland Warranty Period.

28. The Owner, upon completion of the construction and reinstatement of the existing leased park, to the satisfaction of the General Manger, PFR, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter of Credit will be released less 20% which will be retained for the 2 year guarantee known as the Parkland Warranty Period

29. Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.

30. As-built drawings in print/hardcopy and electronic format, as well as a georeferenced AutoCAD file, shall be submitted to PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format, and two (2) sets full size bond hard copy the General Manager, PFR. The plans shall include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted. Written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.

31. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

#### *Heritage Conservation*

32. Prior to final Site Plan approval for the subject lands, the owner shall:

32.1. Provide final site plan drawings substantially in accordance with the approved Conservation Plan above to the satisfaction of the Senior Manager, Heritage Preservation Services;

32.2. Have obtained final approval for the necessary Zoning By-law Amendment required for the subject property, such Amendment to have come into full force and effect;

32.3 Provide a Heritage Lighting Plan that describes how the exterior of the heritage property will be sensitively illuminated to enhance its heritage character to the satisfaction of the Senior Manager, Heritage Preservation Services and thereafter shall implement such Plan to the satisfaction of the Senior Manager Heritage Preservation Services;

32.4. Provide a detailed landscape plan for the subject property, satisfactory to the Senior Manager, Heritage Preservation Services.

32.5. Provide an Interpretation Plan for the subject property, to the satisfaction of the Senior Manager, Heritage Preservation Services and thereafter shall implement such Plan to the satisfaction of the Senior Manager, Heritage Preservation Services;

32.6. Submit a Signage Plan for the property at 601 Sherbourne Street to the satisfaction of the Senior Manager, Heritage Preservation Services.

33. Prior to the issuance of any permit for all or any part of the property at 545-601 Sherbourne Street and 3-7 Howard Street, including a heritage permit or a building permit, but excluding permits for repairs and maintenance and usual and minor works for the existing heritage building as are acceptable to the Senior Manager, Heritage Preservation Services, the owner shall:

33.1. Have obtained final approval for the necessary Zoning By-law Amendment required for the subject property, such Amendment to have come into full force and effect;

33.2. Provide building permit drawings, including notes and specifications for the conservation and protective measures keyed to the approved Conservation Plan, including a description of materials and finishes, to be prepared by the project architect and a qualified heritage consultant to the satisfaction of the Senior Manager, Heritage Preservation Services;

33.3. Provide a Letter of Credit, including provision for upwards indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage Preservation Services to secure all work included in the approved Conservation, Lighting, and Interpretation Plan.

34. Prior to the release of the Letter of Credit required in 33.3 above, the owner shall:

34.1. Provide a letter of substantial completion prepared and signed by a qualified heritage consultant confirming that the required conservation work, the required interpretive work, and the required heritage lighting work has been completed in accordance with the Conservation Plan, Interpretation Plan, and Heritage Lighting Plan, and that an appropriate standard of conservation has been maintained, all to the satisfaction of the Senior Manager, Heritage Preservation Services;

34.2. Provide replacement Heritage Easement Agreement photographs to the satisfaction of the Senior Manager, Heritage Preservation Services.

#### *Archaeological Assessment*

35. The owner agrees to conduct a Stage 2 Archaeological Assessment in accordance with the recommendations provided in the Stage 1 Archaeological Resource Assessment on the lands at 601, 599, 591 and 583 Sherbourne Street, prepared by Archaeological Consultants & Contractors, dated August 9, 2015., to the satisfaction of the Senior Manager, Heritage Preservation Services, City Planning Division.

#### *Rental Housing*

36. The owner covenants and agrees to maintain and secure the rental tenure of the one thousand five hundred and twenty-five (1,525) rental dwelling units to be retained in the existing rental apartment buildings municipally known as 545, 555, 561, 565, 545-

565 and 601 Sherbourne Street and 3-7 Howard Street for a period of at least 20 years commencing from the date that the Zoning By-law Amendments come into full force and effect, to the satisfaction of the Chief Planner and Executive Director, City Planning Division. None of the rental dwelling units to be retained in the existing rental apartment buildings shall be registered as a condominium, converted to any non-rental housing purpose, or demolished without providing for replacement rental dwelling units during the 20 year period.

37. The owner shall undertake building improvements and renovations to the existing rental building at 601 Sherbourne Street and 3-7 Howard Street at no extra cost to tenants, to the satisfaction of the Chief Planner and Executive Director, City Planning Division. These building improvements and renovations shall include, but not be limited to, replacing all flooring and lighting fixtures within the common corridors and entrances and repainting the common corridors and entrances.

38. Prior to the issuance of the shoring and excavation permit for the proposed mixed-use building, the owner shall develop a Tenant Communication Plan and Construction Mitigation Strategy to the satisfaction of the Chief Planner and Executive Director, City Planning Division.

39. The owner shall provide and maintain not less than twenty-four (24) replacement rental dwelling units, comprised of at least ten (10) bachelor, twelve (12) one-bedroom, and two (2) two-bedroom units, within the proposed mix-use building on the site, for a period of at least 20 years, beginning from the date that each such replacement rental dwelling unit is first occupied, and as generally illustrated in the plans provided to the City Planning Division dated December 21, 2018. Any revision to these plans shall be to the satisfaction of the Chief Planner and Executive Director, City Planning Division.

40. The owner shall provide and maintain at least ten (10) bachelor, eight (8) one-bedroom and two (2) two-bedroom replacement rental dwelling units at affordable rents and four (4) one-bedroom replacement rental dwelling units at mid-range rents, for a period of at least 10 years, beginning from the date that each such replacement rental dwelling unit is first occupied.

41. The owner shall provide and maintain at least five (5) one-bedroom market rental dwelling units within the proposed mixed-use building on the site, for a period of at least 20 years, beginning from the date that each such market rental dwelling unit is first occupied, and as generally illustrated in the plans provided to the City Planning Division dated December 21, 2018. The five (5) market rental dwelling units shall have unrestricted rents.

42. The owner shall provide and maintain a common laundry room on the second floor of the proposed mixed-use building as illustrated in the architectural floor plans dated March 2, 2018. Any changes to the proposed common laundry room shall be to the satisfaction of the Chief Planner and Executive Director, City Planning Division.

43. The owner shall provide tenants of the replacement rental dwelling units with access to all indoor and outdoor amenities in the proposed mix-use building at no extra charge. Access and use of these amenities shall be on the same terms and conditions



as any resident of the non-replacement rental dwelling units without the need to pre-book or pay a fee, unless specifically required as customary practices for private bookings.

44. The owner shall provide six (6) vehicle parking spaces to tenants of the replacement rental dwelling units as detailed in the approved terms sheet for rental housing.

45. The owner shall provide tenant relocation and assistance to all eligible tenants of the existing rental dwelling units, including the right to return to a replacement rental dwelling unit, as detailed in the approved terms sheet for rental housing, all to the satisfaction of the Chief Planner and Executive Director, City Planning Division.

#### *Construction Management*

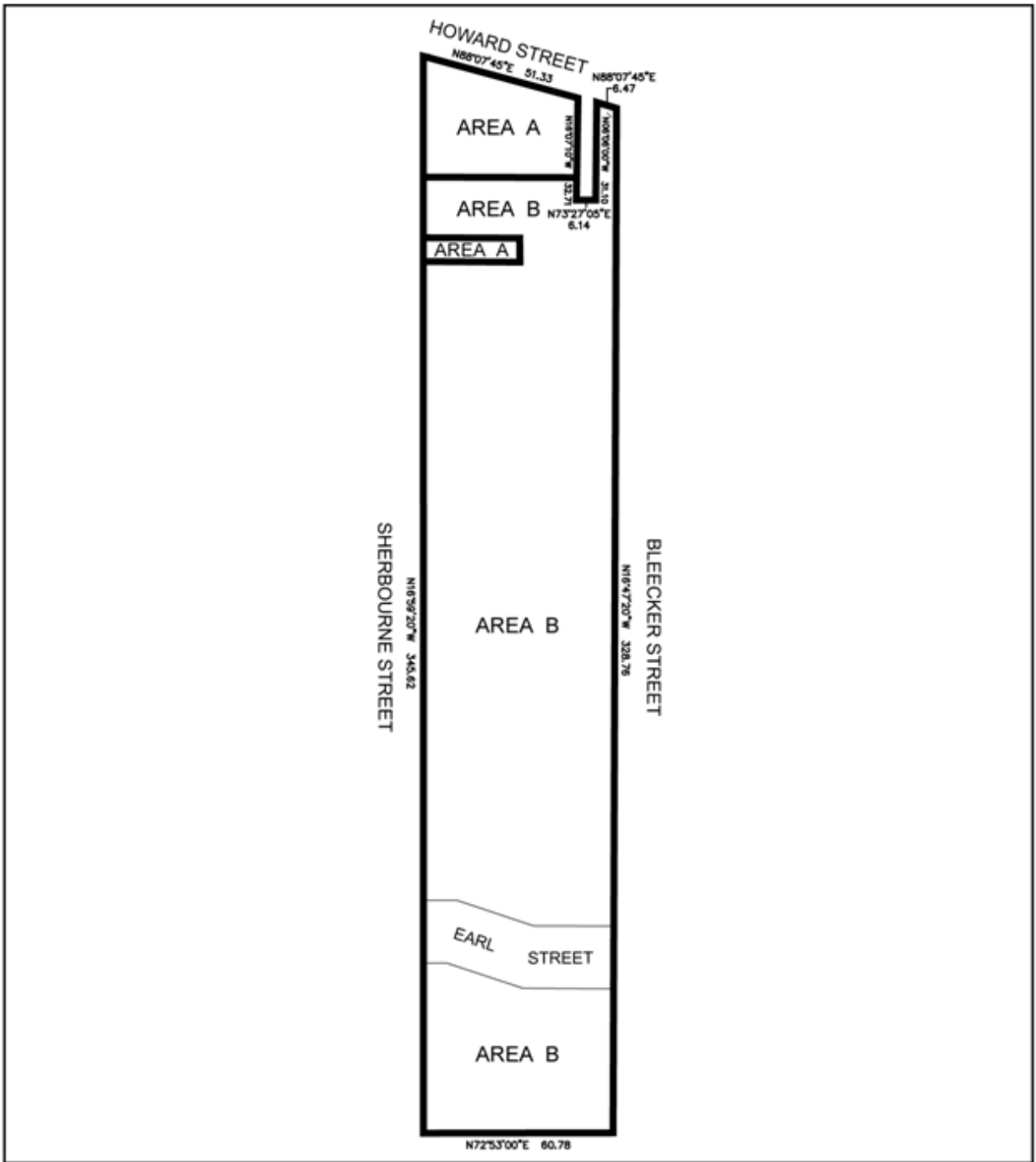
46. Prior to the commencement of any excavation and shoring work, the owner will submit a Construction Management and Community Consultation Plan to the satisfaction of the Chief Planner and Executive Director, City Planning Division, the General Manager of Transportation Services, and the Chief Building Official, in consultation with the Ward Councillor, and thereafter shall implement the plan during the course of construction. The Construction Management and Community Consultation Plan will include, but not be limited to, the size and location of construction staging areas, location and function of gates, information on concrete pouring, lighting details, construction vehicle parking and queuing locations, refuse storage, site security, site supervisor contact information, a communication strategy with the surrounding community, and any other matters requested by the Chief Planner and Executive Director, City Planning, or the General Manager of Transportation Services, in consultation with the Ward Councillor.

#### *Municipal Infrastructure*

47. The owner agrees to pay for and construct any improvements to the municipal infrastructure in connection with the site servicing report, as accepted by the Executive Director, Engineering & Construction Services, should it be determined that upgrades to such infrastructure are required to support this development.

#### *Toronto Green Standard*

48. The Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, version 2.



**545-601 Sherbourne Street  
and 3-7 Howard Street**

File # 15 206976 STE 28 0Z

City of Toronto By-law 569-2013  
Not to Scale  
03/13/2019

