

## **Attachment 7: Draft 438-86 Zoning By-law Amendment**

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

### **CITY OF TORONTO**

#### **BY-LAW No. XXXX-20~**

#### **To amend Zoning By-law No. 438-86 of the former City of Toronto with respect to the lands known municipally in the year 2020 as 938, 940, 942, 944 and 950 King Street West and 95, 97 and 99 Strachan Avenue**

Whereas authority is given to Council of the City of Toronto by Section 34 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; and,

Whereas the Official Plan for the 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; and,

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, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and,

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

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law No. 438-86, as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto; and,

The Council of the City of Toronto HEREBY ENACTS as follows:

1. Except as otherwise provided herein, the provisions of former City of Toronto By-law No. 438-86, as amended, shall continue to apply to the *lot*.
2. None of the provisions of Section 2 with respect to the definition of the terms *lot*, *grade*, *lot*, *non-residential gross floor area*, *residential gross floor area*, *total gross floor area*, and Sections 4(2)(a), 4(4), 4(6), 4(9), 4(12), 4(13), 4(14), 8(3)

Part I, Part II, Part III, and 8 Part IX of By-law No. 438-86, as amended for the former City of Toronto, being “A by-law to regulate the use of land and the erection use, bulk, *height*, spacing of land and other matters relating to the buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto” as amended, shall apply to prevent the erection and use of a *mixed use building* on the lands municipally known as 938, 940, 942, 944 and 950 King Street West and 95, 97 and 99 Strachan Avenue provided that:

- (a) The *lot* comprises the lands delineated by heavy black lines on Map 1, attached hereto and forming part of this By-law;
- (b) in addition to the uses permitted by Section 8(2)(14) of By-law 438-86, as amended, the work component of a *live-work unit* may also include the following uses on the first storey: *performing arts studio, private art gallery, communications and broadcasting establishment, software development and processing, artist’s or photographer’s studio*;
- (c) No provision of this by-law or By-law 438-86, as amended, shall limit a *live-work unit* from being occupied by a business that operates with multiple employees within that unit;
- (d) No provision of this by-law or By-law 438-86, as amended, shall require the *live-work unit* to be the principal residence of the business operator;
- (e) The total combined *residential gross floor area* and *non-residential gross floor area* may not exceed 12,650 square metres, provided:
  - i. the total *residential gross floor area* shall not exceed 12,400 square metres;
  - ii. the total *non-residential gross floor area* shall not exceed 600 square metres;
- (f) The provision of *dwelling units* is subject to the following:
  - i. a minimum of 15 of *dwelling units* must contain three bedrooms or more;
  - ii. a minimum of 35 of the *dwelling units* must contain two bedrooms;
- (g) *Residential amenity space* must be provided on the *lot* at a minimum of 4 square metres for each dwelling unit, of which:
  - i. a minimum of 2.5 square metres per dwelling unit is outdoor *residential amenity space*;
  - ii. a minimum of 1.2 square metres per dwelling unit is indoor *residential amenity space*;

- (h) Despite the definition of *storey* in 4(i) below, the mezzanine located between the first and second *storeys*, shall not constitute a *storey*;
- (i) The permitted maximum number of *storeys* in a mixed-use building is 14, excluding the mechanical penthouse;
- (j) No portion of a *mixed-use building*, including a mechanical penthouse, erected on the *lot*, shall be located above the heights in metres specified by the numbers following the symbol “H” as shown on Map 2 attached to and forming part of this By-law;
- (k) Notwithstanding (j) above, the following building elements, structures, or parts of a building, are permitted to extend beyond the heights shown on Map 2 attached to and forming part of this By-law:
  - i. lightning rods, antennae, satellite dishes, window washing equipment, stair enclosures, wind screens, awnings, guard rails, railings and dividers, structures for open air recreation, pergolas, trellises, screens, stairs, chimneys, vents, terraces, landscape features, to a maximum of 3.0 metres; and
  - ii. Parapets, architectural features, balustrades, to a maximum of 0.5 metres;
- (l) No portions of a building or structure located above ground shall be located otherwise than wholly within the areas delineated by heavy lines on Map 2 attached to and forming part of this By-law, with the exception of the following:
  - i. canopies, light fixtures, awnings, ornamental elements, architectural features, windowsills, planters, guardrails, railings, stairs, wheelchair ramps, vents, parapets, columns and support structures screens and landscape features up to a maximum of 1.5 metres;
  - ii. balconies up to a maximum of 1.5 metres are only permitted on the north and east facing building walls and there shall be no balcony projections permitted on the south and west facing building walls;
- (m) *Parking spaces* must be provided and maintained on the *lot* in accordance with the following:
  - i. zero (0) *parking spaces* for the residents of the building are required; and
  - ii. a minimum of fourteen (14) *parking spaces* for the shared use of residential visitors and non-residential uses;

- (n) A minimum of one (1) accessible *parking space* must be provided and maintained on the *lot* in accordance with the following dimensions:
    - i. a minimum length of 5.6 metres;
    - ii. a minimum width of 3.4 metres; and
    - iii. a minimum vertical clearance of 2.1 metres;
  - (o) One *loading space – type G* must be provided and maintained on the *lot*;
  - (p) Notwithstanding the definitions of *bicycle parking space – visitor* and *bicycle parking space – occupant* in Section 2(1), *bicycle parking spaces* must be provided in accordance with the following:
    - i. *bicycle parking spaces* may be provided as *stacked bicycle parking spaces*; and
    - ii. *bicycle parking spaces* may be located in a secured room, enclosure or bicycle locker.
3. For the purposes of this By-law, each word or expression that is italicized in the By-law shall have the same meaning as each such word or expression as defined in By-law No. 438-86, as amended, with the exception of the following:
- (a) “*grade*” shall mean an Canadian Geodetic Datum elevation of 87.19 metres above sea level with reference to CGVD 1928.
  - (b) “*height*” shall mean the vertical distance between *grade* and the highest point of the structure, except for those elements otherwise expressly permitted in this By-law.
  - (c) “live-work units” means a dwelling unit which may be used for residential or work purposes by the residents of the unit and which may also be used for work purposes by persons not residing in the unit.
  - (d) “*lot*” shall mean the parcel of land outlined by heavy lines on Map 1 attached to and forming part of this By-law.
  - (e) “*non-residential gross floor area*” means the aggregate of the areas of each floor of a non-residential building or the non-residential portion of a *mixed-use building*, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor, but excluding:
    - i. parking, loading and bicycle parking below-ground;
    - ii. required *loading spaces* at the ground level and required *bicycle parking spaces* at or above-ground;

- iii. storage rooms, washrooms, electrical, utility, mechanical and ventilation rooms in the basement;
- iv. shower and change facilities required by this By-law for required *bicycle parking spaces*;
- v. *residential amenity space* required by this By-law;
- vi. elevator shafts;
- vii. garbage shafts;
- viii. mechanical penthouse; and
- ix. exit stairwells in the building.

(f) “*residential amenity space*” means indoor or outdoor space on a *lot* that is communal and available for use by the occupants of a building on the *lot* for recreational or social activities;

(g) “*residential gross floor area*” means the aggregate of the areas of each floor of a residential building or the residential portion of a mixed-use building, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor, but excluding:

- i. parking, loading and bicycle parking below-ground;
- ii. required *loading spaces* at the ground level and required *bicycle parking spaces* at or above-ground;
- iii. storage rooms, washrooms, electrical, utility, mechanical and ventilation rooms in the basement;
- iv. shower and change facilities required by this By-law for required *bicycle parking spaces*;
- v. *residential amenity space* required by this By-law;
- vi. elevator shafts
- vii. garbage shafts
- viii. mechanical penthouse; and
- ix. exit stairwells in the building.

(h) “*stacked bicycle parking space*” shall mean a horizontal bicycle parking space that is positioned above or below another bicycle parking space and equipped with a mechanical device providing floor level access to both

*bicycle parking spaces.* The stacked bicycle parking space shall have a minimum vertical clearance of 1.2 metres, a minimum width of 0.6 metres and a minimum length of 1.8 metres.

- (i) “*storey*” means a level of a building, other than a basement, located between any floor and the floor, ceiling or roof immediately above it.
- 4. 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.
- 5. Section 37 Provisions
  - (a) Pursuant to Section 37 of the Planning Act, and subject to compliance with this Bylaw, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Map 1 in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Appendix I hereof and which 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.
  - (b) Where Schedule A of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
  - (c) The owner 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 Appendix I are satisfied.

Enacted and passed this    day of                      , 2021.

Frances Nunziata,  
Speaker

John D. Elvidge  
Interim City Clerk

(Corporate Seal)

## SCHEDULE A

### 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:

1. The owner shall design and construct twenty-two (22) affordable rental *dwelling units* comprising approximately 743 square metres of residential *gross floor area* within the building on the *lot* in accordance with the following and the terms set out in the Section 37 Agreement:

- a) The owner shall provide and maintain at least sixteen (16) *dwelling units* as bachelor affordable rental *dwelling units* and six (6) *dwelling units* as one-bedroom affordable rental *dwelling units* in the new 14-storey mixed-use building on the lot, as follows, with any changes to the satisfaction of the Chief Planner and Executive Director, City Planning Division:
  1. the minimum size of the bachelor units shall be at least 27 square metres and the minimum average unit size of the bachelor affordable rental *dwelling units* shall be at least 27.9 square metres;
  2. the minimum size of the affordable one-bedroom units shall be at least 41 square metres and the minimum average unit size of the one-bedroom affordable rental *dwelling units* shall be at least 41.8 square metres; and
  3. the general configuration and layout of the twenty-two (22) affordable rental *dwelling units* in the new 14-storey mixed-use building shall be to the satisfaction of the Chief Planner and Executive Director, City Planning;
- b) The owner shall provide and maintain the twenty-two (22) affordable rental *dwelling units* as rental *dwelling units* for a minimum of 20 years, or if Open Door Incentives are approved then a minimum of 40 years, beginning with the date each such unit is first occupied, with the applicable period of affordability to be referred to as the "Affordability Period". No affordable rental *dwelling unit* shall be registered as a condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a *dwelling unit*, and no application for conversion for non-rental housing purposes, or application to demolish any affordable rental *dwelling unit* shall be made for at least the Affordability Period. Upon the expiration of the Affordability Period, the owner shall continue to provide and maintain the

affordable rental *dwelling units* as rental *dwelling units*, unless and until such time as the owner has applied for and obtained all approvals necessary to do otherwise;

- c) The owner shall provide and maintain the twenty-two (22) affordable rental *dwelling units* at ninety per cent (90%) of affordable rents, as currently defined in the City's Official Plan, for at least the Affordability Period, and in accordance with the terms and conditions set out in the Section 37 Agreement. During the Affordability Period, increases to initial rents charged to tenants occupying any of the affordable rental *dwelling units* shall be in accordance with the Residential Tenancies Act and shall not exceed the Provincial rent guideline, regardless of whether such guideline is applicable to the units under the Residential Tenancies Act;
- d) The owner shall provide tenants of all twenty-two (22) affordable rental *dwelling units* with access to, and use of, all indoor and outdoor amenities in the proposed 14-storey mixed-use building at no extra charge. Access to, and use of, these amenities shall be on the same terms and conditions as any other resident of the building without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings;
- e) the owner shall provide tenants of all twenty-two (22) affordable rental *dwelling units* with laundry facilities on the same basis as other units within the development, with no extra charges for appliances;
- f) the owner shall provide tenants of the affordable rental *dwelling units* with access to permanent and visitor bicycle parking/bicycle lockers in accordance with the zoning by-law and on the same basis as other units within the development; and
- g) The twenty-two (22) affordable rental *dwelling units* shall be made ready and available for occupancy no later than the date by which eighty percent (80%) of the new residential *dwelling units* erected on the Site, exclusive of the affordable rental *dwelling units*, are available and ready for occupancy.

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

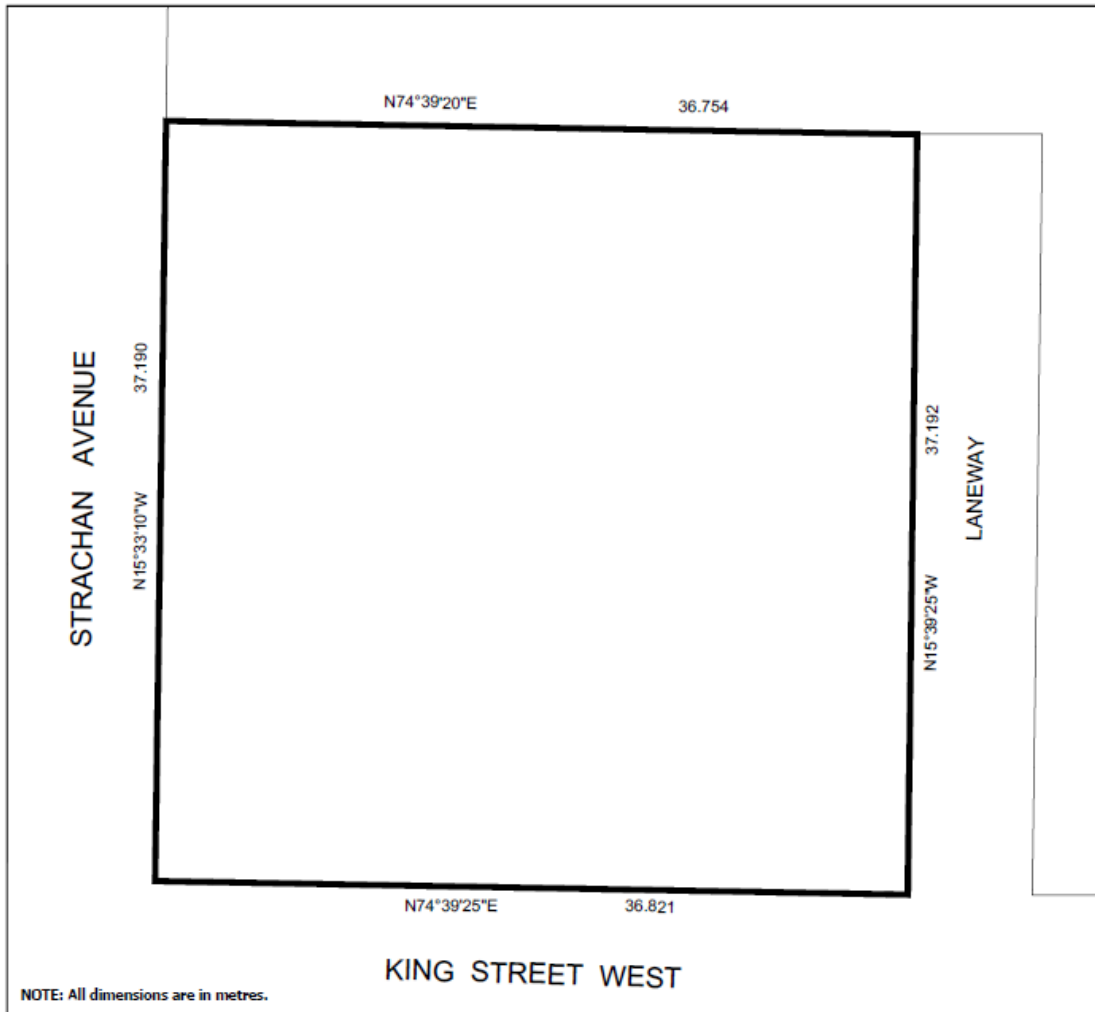
- a) the owner shall agree to develop and maintain an additional nine (9) one-bedroom affordable rental housing *dwelling units* comprised of no less than 376 square metres in total, or a reduced floor area if approved by the Executive Director, Housing Secretariat in her sole discretion, subject to the City contributing a further two million one hundred sixty thousand dollars (\$2,160,000.00) of City funding plus Open Door Program incentives, or if the



aforementioned amount is not approved, such lesser number of units proportionate to approved funding, on the same terms and conditions applicable to the 22 affordable rental housing *dwelling units* as detailed herein;

- b) prior to site plan approval, the owner shall apply for Open Door Affordable Housing Program incentives for 31 units within the development;
- c) the owner agrees that the City will have 6 months following the later of submission of the application for Open Door incentives and this By-law coming into full force and effect to approve funding to support the development of a further nine (9) affordable rental housing *dwelling units*, or such other later timing as may be agreed in writing between the owner and the Executive Director, Housing Secretariat or designate;
- d) prior to the issuance of any building permit, including permits for excavation and shoring, the owner shall enter into a municipal capital facility agreement ("Contribution Agreement") with the City to provide Open Door Affordable Housing Program incentives for all affordable rental housing *dwelling units* to be developed on the lands that are approved for Open Door incentives and/or are approved to receive other City funding for the purpose of incentivizing affordable housing (if any). The owner shall provide such affordable rental housing *dwelling units* in accordance with such agreement(s) to be entered into with the City, all to the satisfaction of the Executive Director, Housing Secretariat, the Chief Planner and Executive Director, City Planning and the City Solicitor;
- e) that prior to Site Plan Approval for any development on the Site, that the owner submit a revised Landscape Plan acceptable to, and to the satisfaction of the Chief Planner and Executive Director, City Planning, and that such matters arising from the Landscape Plan, including but not limited to, public realm improvements where appropriate, will also be implemented through the Site Plan Approval;
- f) as part of any Site Plan Application for the Site, the owner shall submit a detailed wind tunnel test complete with a statistical wind analysis to determine the impacts and efficacy of the recommended wind mitigation measures, evaluated to the satisfaction of the Chief Planner and Executive Director, City Planning and that the owner shall construct and maintain any required mitigation measures, to be secured through the site plan application review process, to the satisfaction of the Chief Planner and Executive Director, City Planning.

- g) prior to Site Plan Approval for any development on the Site, the owner's requirement to enter into an Encroachment Agreement with the City for the existing encroachments of existing building facade, canopies and open door encroachment associated with the existing heritage building within the King Street West and Strachan Avenue public rights-of-way, including any such requirements and/or conditions as may be imposed by and to the satisfaction of the Executive Director, Corporate and Real Estate Management, the General Manager, Transportation Services and the City Solicitor;
- h) the owner will construct and maintain the development of the Site in accordance with Tier 1, Toronto Green Standard, and the owner will be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of Toronto Green Standards applicable at the time of the site plan application for each building on the site;
- i) requirements for a construction management plan with the general matters included in the Section 37 Agreement, including but not limited to, noise, dust, size and location of staging areas, location and function of gates, dates of significant concrete pouring, lighting details, vehicular parking and queuing locations, street closures, coordination with adjacent on-going development construction, parking and laneway uses and access, refuse storage, site security, site supervisor contact information, and a communication strategy with the surrounding community, and any other matters requested by the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, in consultation with the Ward Councillor;
- j) the owner shall provide an acceptable tenant relocation and assistance plan for all tenant households currently residing in one of the existing rental dwelling rooms proposed to be demolished on the lands, addressing the right to return to occupy one of the new affordable rental *dwelling units* at similar rents and other assistance to mitigate hardship. The tenant relocation and assistance plan shall be developed in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning; and
- k) once the development is constructed on the lands, the owner shall agree to provide and maintain all *dwelling units* within the development, together with the associated facilities and amenities, as rental *dwelling units* for a minimum of twenty (20) years beginning from the date of first residential occupancy with no applications for demolition or conversion from residential rental use made during such twenty (20) year period, to the satisfaction of the Chief Planner and Executive Director, City Planning.



950 King Street West, Toronto

Map 1

File #17 \_\_\_\_\_

Not to Scale



