

Authority: Toronto and East York Community Council Item ##, as adopted by City of Toronto Council on ~, 2022

CITY OF TORONTO

BY-LAW [XXXX]2022

To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2021 as 1500-1536 St Clair Avenue West and 20-36 Caledonia Road.

Whereas Council of the City of Toronto has the authority to pursuant to 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, the 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 569-2013 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.

The Council of the City of Toronto enacts:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.

2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by adding the lands labeled as Area 'A' on Diagram 3 of this By-law to the Zoning By-law Map in Section 990.10, and applying the following zone label to these lands: CR 3.0 (c1.0; r2.5) SS2 (x 612) as shown on Diagram 2 attached to this By-law.
4. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands labelled as Area 'B' and Area 'C' on Diagram 3 of this By-law from a zone label of CR 3.0 (c1.0; r2.5) SS2 (x1160) and UT to a zone label of CR 3.0 (c1.0; r2.5) SS2 (x 612) as shown on Diagram 2 attached to this By-law.
5. Zoning By-law 569-2013, as amended, is further amended by adding the lands labeled as Area 'A' on Diagram 3 of this By-law to the Policy Areas Overlay Map in Article 995.10 and applying no value.
6. Zoning By-law 569 -2013, as amended, is further amended by adding the lands labeled as Area 'A' on Diagram 3 of this By-law to the Height Overlay Map in Article 995.20, and applying the following height label to these lands: HT16.0, as shown on Diagram 4 attached to this By-law.
7. Zoning By-law 569 -2013, as amended, is further amended by adding the lands labeled as Area 'A' on Diagram 3 of this By-law to the Lot Coverage Overlay Map in Article 995.30.1, and applying no value.
8. Zoning By-law 569-2013, as amended, as amended, is further amended by adding the lands labeled as Area 'A' on Diagram 3 of this By-law to the Rooming House Overlay Map in Article 995.40.1, and applying the following rooming house label to these lands B3 as shown on Diagram 5 attached to this By-law.
9. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number 612 so that it reads:

612 Exception **CR 612**

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections:

Site Specific Provisions:

- (A) On 1500-1536 St Clair Avenue West and 20-36 Caledonia Road, if the requirements of **Section 12 and Schedule A** of By-law [Clerks to insert By-law ##] are complied with, a **building** or **structure** may be

constructed, used or enlarged in compliance with Regulations (B) to (X) below:

- (B) Despite Regulations **40.5.40.10(1) and (2)**, the height of a **building** or **structure** is the distance between the Canadian Geodetic Datum elevation of **131.5** metres and the elevation of the highest point of the **building** or **structure**;
- (C) Despite Regulation **40.10.40.10(2)(A)**, the permitted maximum height of a **building** or **structure** is the number in metres following the letters "HT" as shown on Diagram 6 of By-law **[Clerks to insert By-law ##]**;
- (D) Despite Regulations **40.5.40.10(3) to (8)**, **40.5.75.1(2)** and (C) above, the following **building** elements and **structures** may project beyond the permitted maximum **height** of a **building** shown on Diagram 6 of By-law **[Clerks to insert By-law ##]**:
- i. **Building** elements and **structures** on any roof such as elevator shafts, elevator overruns, stairs, stair towers, window washing equipment, building maintenance units, satellite dishes, lightning rods, chimneys, stacks, flues, vents, cooling towers, air intakes, mechanical, electrical, utility, or other equipment and devices used for the functional operation of the **building**, unenclosed heating equipment and power generators, the enclosure, screening or covering of equipment and devices, exoskeleton **structures**, antennas, cellular arrays, and related structural elements to a maximum of 8.0 metres;
 - ii. **Building** elements and **structures** on any roof such as indoor **amenity space**, washrooms, a **green roof** and related elements, canopies, awnings, solar shades and related structural elements to a maximum of 8.0 metres;
 - iii. **Building** elements and **structures** on any roof or at ground level used for outdoor **amenity space** or open air recreation including pergolas and playhouses, public art, **solar energy** devices, and access ramps, to a maximum of 3.0 metres;
 - iv. **Building** elements and **structures** such as terrace/balcony dividers, privacy screens, guardrails, railings, balustrades, parapets, architectural elements, **landscaping**, public art, light fixtures, privacy screens, and roof drainage to a maximum of 2.0 metres;

- v. The total area of all equipment, **structures** or parts of a **building** referred to in (i) above, may cover no more than 80% of the area of the roof;
 - vi. Acoustical screens and sound barriers/walls;
 - vii. Safety and wind protection/mitigation features; and
 - viii. Crash walls and **structures** associated with rail safety mitigation;
- (E) Despite Regulation 40.10.40.40(1), the permitted maximum **gross floor area** is 49,000 square metres, of which:
- i. the permitted maximum **gross floor area** for residential uses is 48,000 square metres;
 - ii. the permitted maximum **gross floor area** for non-residential uses is 3,500 square metres; and
 - iii. the required minimum **gross floor area** for non-residential uses is 1,100 square metres;
- (F) The permitted maximum number of **dwelling units** is 770, of which:
- i. A minimum of 15 percent of the total **dwelling units** must contain a minimum of two-bedrooms; and,
 - ii. A minimum of 10 percent of the total **dwelling units** must contain a minimum of three-bedrooms;
- (G) Despite Regulation 40.10.40.1(1), residential use portions of a **building** are permitted to be located below, on or above the same **storey** as non-residential use portions of a **building**, however, no **dwelling unit** may be located below the portion of the **storey** closest in elevation to “finished grade”;
- (H) Despite Regulation 40.10.40.1(2), the floor level of the portion of a first **storey** that accommodates a non-residential use must be within 0.2 metres of the ground measured at 1.0 metres outside of each pedestrian entrance to such non-residential space;
- (I) Despite Regulation 40.10.40.10(5), the required minimum height of the first **storey**, as measured between the floor of the first **storey** and the ceiling of the first **storey**, is:
- i. 3.0 metres for residential uses; and,

- ii. 4.5 metres for non-residential uses;
- (J) In addition to the elements which reduce **gross floor area** listed in Regulation 40.5.40.40(3), the **gross floor area** of any **building** is also reduced by the area in a **building** used for:
- i. All **parking spaces** provided at and above-ground any access thereto;
 - ii. Storage rooms, electrical, utility, mechanical, and ventilation areas and rooms at and above ground level; and
 - iii. All non-residential and residential **gross floor area** located below-ground level;
- (K) Despite Regulation 40.10.40.50(1)(A) and (B), a **building** with 20 or more **dwelling units** must provide **amenity space** at the following rate:
- i. at least 2.0 square metres for each **dwelling unit** as indoor **amenity space**; and
 - ii. at least 2.0 square metres of outdoor **amenity space** for each **dwelling unit** of which 40.0 square metres must be in a location adjoining or directly accessible to the indoor **amenity space**;
- (L) Despite Regulation 40.10.40.70(2), the required minimum **building setbacks** are as shown in metres on Diagram 6 of By-law [Clerks to insert By-law ##];
- (M) Despite (L) above, the required minimum **building setback** for the portion of the **storey** closest in elevation to “finished grade”, is:
- i. 15.0 metres from the south **lot lines** along St. Clair Avenue West;
 - ii. 17.0 metres, exclusive of structural support columns, from the portions of the most westerly **lot line** located within 25 metres of the south **lot lines** along St. Clair Avenue West; and
 - iii. 20.0 metres, exclusive of structural support columns, from the portions of the most westerly **lot line** not described in (ii) above;
- (N) For the purpose of this By-law and more particularly (G) and (M) above, “finished grade” means the elevation of the finished ground surface measured at the nearest pedestrian sidewalk/walking path or vehicular driveway;

- (O) Despite Regulation 40.10.40.80(2), the required separation of **main walls** are as shown in metres on Diagram 6 of By-law [Clerks to insert By-law ##];
- (P) Despite Clause 40.10.40.60, Regulations 5.10.40.70(1), 40.10.40.70(3) and (4) and 40.10.40.80(2) and (L), (M) and (O) above, the following elements and **structures** may encroach into the required minimum **building setbacks** and **main wall** separation distances as follows:
- i. Decks, porches, patios and balconies, to a maximum extent of 1.8 metres;
 - ii. Architectural elements, light fixtures and window sills, to a maximum extent of 0.5 metres;
 - iii. canopies and awnings, to a maximum extent of 3.0 metres;
 - iv. **Landscaping**, public art, structures and equipment used for outdoor **amenity space** or open air recreation, access ramps and associated railings, exterior stairs, air vents, air shafts/intakes, and site servicing features;
 - v. Crash walls and **structures** associated with rail safety mitigation;
 - vi. Safety and wind protection/mitigation features; and
 - vii. Acoustical screens and noise mitigation barriers.
- (Q) Despite Regulation 200.5.10.1(1), 200.5.10.1(2) and Table 200.5.10.1, **parking spaces** must be provided in accordance with the following:
- i. a minimum of 0 residential occupant parking spaces for each dwelling unit;
 - ii. a maximum of 0.4 parking spaces for each dwelling unit;
 - iii. a minimum of 0.1 residential visitor parking spaces for each dwelling unit; and
 - iv. a minimum of 1.0 parking spaces for each 100 square metres of non-residential gross floor area.
- (R) Despite Regulation 200.5.10.1(1) and (R) above, "car-share parking spaces" may replace **parking spaces**, subject to the following:

- i. a reduction of 4 residential occupant **parking spaces** will be permitted for each "car-share parking space" provided and that the maximum reduction permitted be capped by the application of the following formula:
 - 1. 4 multiplied by the total number of **dwelling units** divided by 60, rounded down to the nearest whole number;
 - ii. for the purpose of this exception, "car-share" means the practice whereby a number of people share the use of one or more motor **vehicles** and such "car-share" motor **vehicles** are made available to at least the occupants of the **building** for short-term rental, including hourly rental; and
 - iii. for the purpose of this exception, "car-share parking space" means a **parking space** exclusively reserved and signed for a **vehicle** used only for "car-share" purposes;
- (S) Despite Clause 200.15.1 and Regulation 200.15.10(1), ten (10) accessible **parking spaces** must be provided in accordance with the following:
- i. An accessible **parking space** must have the following minimum dimensions:
 - 1. length of 5.6 metres;
 - 2. width of 3.4 metres; and
 - 3. vertical clearance of 2.1 metres;
 - ii. the entire length of an accessible **parking space** must be adjacent to a 1.5 metre wide accessible barrier free aisle or path as shown on Diagram 1 and Diagram 2 of By-law 579-2017; and
 - iii. Accessible **parking spaces** are required to be within 30 metres of a barrier free entrance to the **building** and passenger elevator that provides access to the first **storey** of the **building**;
- (T) Despite Clauses 40.10.90.1, 220.5.10.1, and Regulation 220.5.1.10(1), **loading spaces** must be provided as follows:
- i. A minimum of one (1) Type "G" **loading space**; and,
 - ii. A minimum of one (1) Type "B" **loading space**.

- (U) Despite Regulation 230.5.1.10(10), "short-term" **bicycle parking spaces** may also be located in a **stacked bicycle parking space**;
- (V) Despite Regulations 230.5.1.10(4)(A)(i) and (ii), 230.5.1.10(5)(A) and 230.5.1.10(4)(C), the required minimum dimensions of a **stacked bicycle parking space** are:
 - i. length of **1.6** metres;
 - ii. width of **0.3** metres; and
 - iii. vertical clearance of **1.1** metres;
- (W) Despite Regulations 230.5.1.10(9) and 230.5.10.1(5), "long-term" **bicycle parking spaces** may be provided in any combination of vertical, horizontal or stacked positions, may be located in a secured room, and may be located on levels of the **building** below-ground level without being subject to any level increment requirement; and
- (X) Despite Regulations 230.5.1.10(10) and 230.40.1.20(2), "short-term" **bicycle parking spaces** may also be provided as **stacked bicycle parking spaces**, may be provided in any combination of vertical, horizontal or stacked positions, may be located in a secured room and within a **building** and may be located more than 30 metres from a pedestrian entrance to the **building**.

Prevailing By-laws and Provisions:

(None Apply)

10. Section 39 Provisions

None of the provisions of this By-law or By-law 569-2013, as amended, apply to prevent a temporary sales office on the land subject to this by-law used exclusively for the initial sale of **dwelling units** and/or non-residential **gross floor area** on the same lands for a period not to exceed 3 years from the date of this by-law coming into full force and effect.

11. Despite any severance, partition or division of the lands, the provisions of this By-law shall apply as if no severance, partition or division occurred.

12. Section 37 Provisions:

(A) Pursuant to Section 37 of the *Planning Act*, and subject to compliance with this By-law, the increase in **height and density** of the development is permitted beyond that otherwise permitted on the lands shown on

Diagram 6 attached to this By-law in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Schedule A attached to this By-law 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 attached to 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; and
- (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 Schedule A are satisfied.

Enacted and passed on [month day, year].

[full name],
Speaker

[full name],
City Clerk

(Seal of the City)

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 lands as shown in Diagram 6 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:

1. That the owner provide Section 37 contributions and as a legal convenience to the City as follows:
 - (A) The owner shall enter into assignable Agreement(s) of Purchase and Sale ("Purchase Agreements") to convey, at below market value (as further described below), up to forty (40) dwelling units comprised of a minimum total 2,280 saleable square metres (24,500 saleable square feet) to a maximum of 2,375 saleable square metres (25,530 saleable square feet) (the "Affordable Ownership Units") for the purchase of affordable ownership housing by Habitat for Humanity (or a related corporation) and/or Community Affordable Housing Solutions (or a related corporation (the "Provider"), with the City included as a contingent transferee, which Purchase Agreements will be formalized by the owner, the Provider and the City (as contingent transferee) entering into the owner's standard form of residential condominium agreement of purchase and sale for the Development as amended to reflect the terms and conditions set out below, within the later of 30 days of the owner being licenced with the Home Construction Regulatory Authority and Tarion and having finalized for release the disclosure statement required by the Condominium Act; in accordance with the following terms:
 - (i) The Affordable Ownership Units shall have the following minimum specifications:
 - (a) the location and layouts of the new Affordable Ownership Units within the approved development on the lands shall be to the satisfaction of the Chief Planner and Executive Director, City Planning, and Executive Director, Housing Secretariat;
 - (b) the Affordable Ownership Units shall be constructed to a fully-finished condition, with appliances including washer and dryer, to a similar standard as the market units in the remainder of the Development;

- (ii) the owner shall ensure that the condominium Declaration provides all owners or residents of the Affordable Ownership Units with access to, as well as the use of, all indoor and outdoor amenities in the Development at no extra charge and on the same terms and conditions as any other owner or resident of the building without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings;
- (iii) the owner shall ensure that the condominium Declaration provides all owners or residents of the Affordable Ownership Units with access to permanent and visitor bicycle parking/bicycle lockers on the same terms and conditions as any other resident of the building and in accordance with the Zoning By-law;
- (iv) the proportionate share of each Affordable Ownership Unit's interest in the common interests/common expense of the condominium reflected in Schedule D to the condominium Declaration expressed as a percentage shall be stated as 50 percent of the proportionate interest/share of the common interests/common expenses (including 50 percent of any reserve fund contributions, and 50 percent of any special assessments) for the same type and size of market unit in the condominium;
- (v) the Declaration shall contain an express duty that the Condominium Corporation shall not take steps to amend the Declaration or impose other fees and charges against or attributable to the Affordable Ownership Units for the 99 year term to indirectly make up or increase the common expenses payable by these units;
- (vi) the Declaration shall contain a requirement that the Condominium Corporation provide to the Provider and the City written notice at least 90 days prior to a meeting of the board of directors of the condominium to pass a resolution approving any proposed amendment to the Declaration, with a copy of the proposed amendment;
- (vii) prior to the registration of the condominium, the obligations in Sections 1.(A)iv), 1.(A)v) and 1.(A)vi) above shall be reflected in an indemnity agreement (the "Indemnity Agreement") to be entered into between the owner, Provider and the City of Toronto, with content satisfactory to the Executive Director, Housing Secretariat and in a form satisfactory to the City Solicitor;
- (viii) following Condominium Registration and prior to the conveyance of the first market unit in the condominium, an assumption agreement

of the Indemnity Agreement shall be entered into by the Owner and the condominium corporation, in a form of assumption agreement acceptable to the subject parties (the "Indemnity Assumption Agreement"), through which the condominium corporation shall assume all of the owner's obligations under the Indemnity Agreement; an executed copy of the Indemnity Assumption Agreement shall be delivered to the City within five (5) business days thereafter together with a copy of the registered bylaw of the condominium corporation;

- (B) the purchase price payable to the owner shall be up to \$1,225.00 per saleable square foot inclusive of HST (the "Purchase Price") to no less than 2,280 saleable square metres (24,500 saleable square feet) to a maximum of 2,375 saleable square metres (25,530 saleable square feet) and shall be subject to the following:
- (i) the City shall not be responsible to pay applicable land transfer taxes associated with the conveyance of the Affordable Ownership Units to the Provider;
 - (ii) there shall be no closing adjustments made with respect to the Affordable Ownership Units transferred to the Provider, other than adjustments for monthly occupancy fees or common expense fees and realty taxes for the year in which the final closing date occurs, adjusted and payable on either the interim occupancy or final closing date of the sale of each unit, and in accordance with Section 1.(B)(iii) below;
 - (iii) the owner shall be solely responsible and liable for remitting the Harmonized Sales Tax eligible on each of the units' conveyances, if the conveyances to the Provider and/or the City of Toronto are not be eligible for any new housing rebates;
 - (iv) the Purchase Price shall be adjusted downward by the amount of the Development Charge Deferral as set out in Section 1.(C) below; and
 - (v) Prior to the issuance of the first above grade building permit, the owner shall provide a total cash contribution of \$7,500,000.00 towards the purchase of the Affordable Ownership Units, which shall be delivered by way of a credit to the Purchase Price of each Affordable Ownership Unit, the amount of such credit to each Affordable Ownership Unit to be determined by the City.


- (vi) All cash contributions referred to in Recommendation 1.(B)(v) above, shall be indexed upwardly in accordance with the Statistics Canada Construction Price Index for Toronto, calculated from the date of the execution of the Section 37 Agreement to the date the payment is made
- (C) the owner shall enter into an agreement with the Provider and the City, being a Home Ownership Assistance Program (“HOAP”) delivery agreement (“HOAP Agreement”), no later than 180 days after zoning by-law amendment(s) permitting the Development becomes final and binding or within such longer period of time as the City and the owner may agree to, but in any case before Development Charges for the Affordable Ownership Units would otherwise be due, which HOAP Agreement will provide for the Affordable Ownership Units to be secured as affordable ownership housing for a minimum period of 99 years beginning from the date that each such unit is first sold to an eligible purchaser, on terms satisfactory to the City. The HOAP Agreement will include:
- (i) a requirement and timelines for the Provider to prepare a long term affordable ownership plan, outlining its method of ensuring that affordability will be maintained for the 99 year period, to be provided to the satisfaction of the Executive Director, Housing Secretariat and the Provider shall be obligated to administer the units in accordance with the finally approved plan;
 - (ii) a requirement that at least 10% of the Affordable Ownership Units be dedicated to the Black North Initiative Homeownership Bridge Program administered by the Provider;
 - (iii) at least six months in advance of any new Affordable Ownership Unit being made available for occupancy, the Provider shall develop and implement an Owner/Occupant Access Plan in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat;
 - (iv) the deferral of development charges for the Affordable Ownership Units under the terms of the City's Home Ownership Assistance Program, such that the owner shall not be obligated to pay to the City the otherwise payable Development Charges for the Affordable Ownership Units, (the “Development Charge Deferral”) and repayment of such deferred Development Charges by the owner shall occur if the owner is unable to transfer the units for affordable housing in accordance with these terms, and thus the owner is able to sell the units without restrictions;

- (v) the benefit of the Development Charge Deferral shall be secured by a charge against the Lands equivalent to the amount of the Development Charge Deferral;
 - (vi) the charge in favour of the City will be registered after the execution of the Home Ownership Assistance Program Agreement and prior to when the Development Charges would otherwise be payable by the owner to the City; the City agrees to postpone the charge and rank behind charges for preconstruction, construction and surety financings, easements for utilities and telecommunications and, and in the event the charge encumbers lands required in support of the Development to be transferred to the City or other government authority, such as the Toronto and Region Conservation Authority, the City shall provide a release and partial discharge;
 - (vii) the charge described above, shall be partially discharged forthwith from all but the Affordable Ownership Units upon the availability of a legal description for the said units;
 - (viii) the charge will be discharged from each Affordable Ownership Unit upon a second charge being registered to secure the value of the Development Charge Deferral by the Provider or eligible purchaser, as the case may be, to the satisfaction of the City;
- (D) in the event the owner, after employing reasonable commercial efforts;
- (i) does not enter the Home Ownership Assistance Program Agreement with the Provider and the City in accordance with Section 1.(C) above; or
 - (ii) does not enter into the Purchase Agreements for all the Affordable Ownership Units or is unable to complete all the transfers to the Provider or the City's Assignee, or the City, in its sole discretion, chooses not to accept the transfers from the owner or assign its rights, as contingent transferee in accordance with the Purchase Agreements for the Affordable Ownership Units, the owner shall instead make a cash contribution to the City in the amount of \$7,500,000 to be used towards affordable housing ("Affordable Housing Cash Contribution"); the Affordable Housing Cash Contribution payment shall occur upon the issuance of the first Above-Grade Building Permit, if the Home Ownership Assistance Program Agreement is not executed by the parties; alternatively, if the Home Ownership Assistance Program Agreement is executed by the parties, the Affordable Housing Cash Contribution shall be

made the later of the following events: (a) the issuance of the first Above-Grade Building Permit, or (b) the first of the following two events, being either the failure of the owner and Provider to enter into the Purchase Agreements for all of the Affordable Ownership Units in accordance with the terms set out herein, or the failure to complete the transfers of the Affordable Housing Units to the Provider, the City or its assignee in accordance with the terms of the Purchaser Agreements for the Affordable Ownership Units; and

- (iii) the Affordable Housing Cash Contribution shall be indexed annually in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement to the date of payment.
 - (E) forthwith following the registration of the Section 37 Agreement, the owner shall register, to the satisfaction of the City Solicitor, a restriction against title to the Lands pursuant to Section 118 of the Land Titles Act, R.S.O. 1990, c. L.5 to restrict the transferring and/or charging of the Lands by the owner, other than as may be consented to in writing by the Executive Director, Housing Secretariat, which consent won't be unreasonably withheld and which for greater certainty, shall not be withheld to facilitate financing and development;
 - (F) the Section 118 Restriction shall be removed forthwith by the City upon any one of the following events occurring as required by these terms: the registration of the charge securing the Development Charge Deferral; or where the Affordable Housing Cash Contribution is paid in accordance with these terms;
 - (G) the owner shall ensure that a minimum of 35% of the saleable area for affordable units will be provided prior to the completion (occupancy) of the first tower to be constructed and prior to condo registration, where a purchaser of an Affordable Ownership Units would pay occupancy fees upon taking occupancy of such unit.
- 2.** City Solicitor to secure the following through an agreement pursuant to Section 37 of the Planning Act, and any other necessary agreement(s), satisfactory to the Chief Planner and Executive Director, City Planning, General Manager, Parks, Forestry and Recreation and the City Solicitor:
- (A) in accordance with Section 42 of the Planning Act prior to the First Above Grade Building Permit, the owner shall convey to the City, a total required parkland dedication value of \$6,500,000.00, indexed upwardly in

accordance with the Non-Residential Construction Price Index for Toronto calculated upon the submission of an application for the first above-grade building permit, composed of off-site parkland dedication, of properties acceptable to the General Manager, Parks, Forestry and Recreation and the City Solicitor, subject to the following:

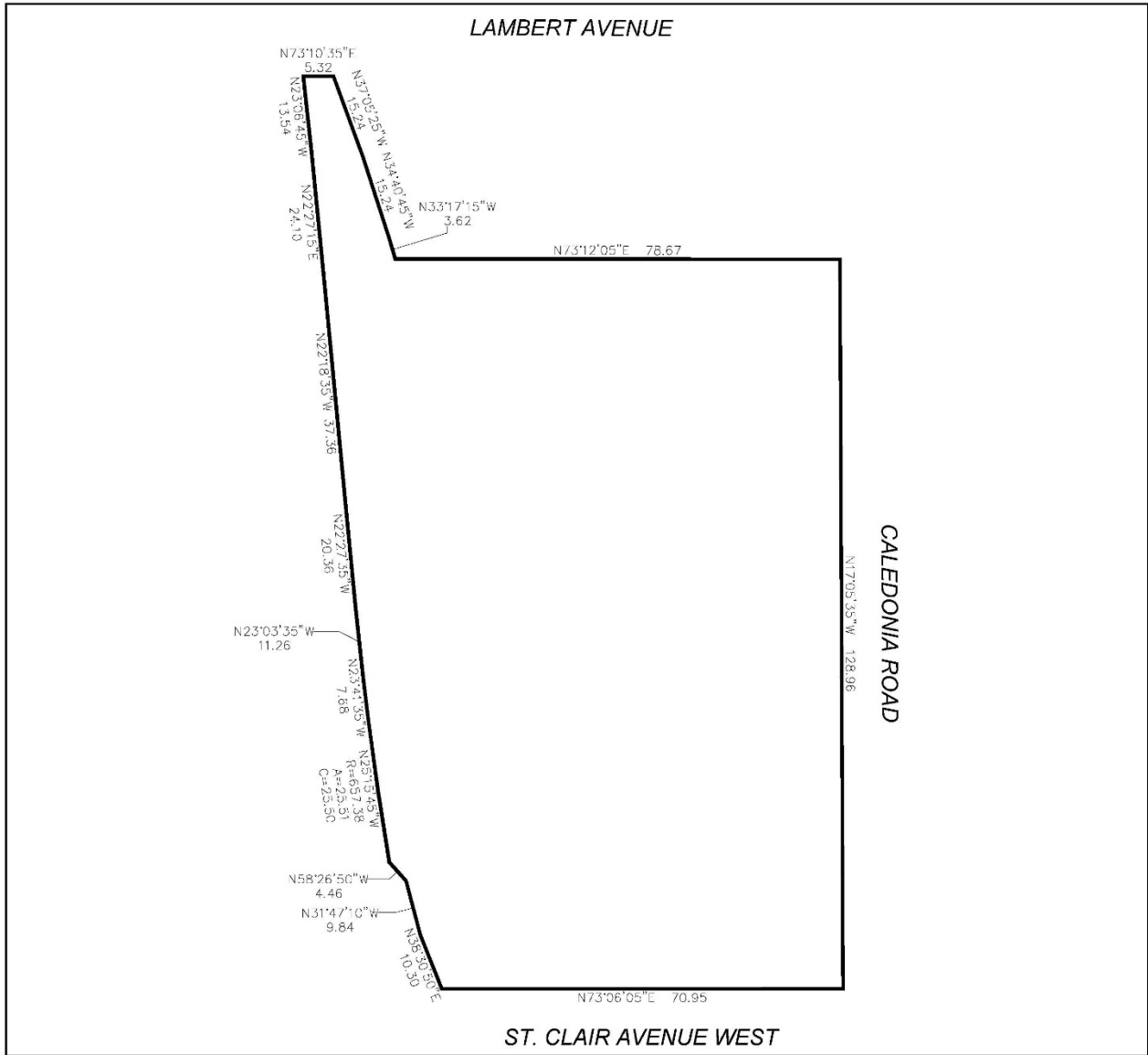
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- (i) reasonable best efforts will be made by the Owner to acquire at least one acceptable property and shall be conveyed to the City prior to the issuance of the first above-grade building permit for the development;
 - (ii) the owner shall comply with the City's environmental requirements with respect to conveyances to the City prior to the conveyance of the off-site parkland dedication to the City and shall be responsible for all costs associated with any environmental work to be completed prior to the conveyance of the land, including the peer review process;
 - (iii) prior to the issuance of the first above-grade building permit for the development site, the owner shall be responsible for the cost, design and construction of the Base Park Improvements on the off-site parkland dedications; and,
 - (iv) if the cost of acquiring the land for the off-site dedication, including the purchase price, less reasonable real estate commissions of 5%, land transfer tax, and typical closing adjustments incurred, to the satisfaction of the General Manager, Parks, Forestry and Recreation, is less than \$6,500,000.00, indexed upwardly in accordance with the Non-Residential Construction Price Index for Toronto calculated upon the submission of an application for the first above-grade building permit, the remainder will be paid as cash in lieu to the City prior to the issuance of the first above-grade building permit for the development.
- (B) City Council approve the acceptance of off-site parkland dedication, subject to the owner transferring the parkland to the City free and clear, above and below grade, of all easements, encumbrances, and encroachments, in an acceptable environmental condition, to the satisfaction of the General Manager, Parks, Forestry and Recreation.
 - (C) City Council approve a development charge credit against the Parks and Recreation component of the Development Charges for the design and construction by the owner of the Above Base Park Improvements to the satisfaction of the General Manager, Parks, Forestry & Recreation. The development charge credit shall be in an amount that is the lesser of the

cost to the owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, Parks, Forestry and Recreation, 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.

3. the following additional matters be secured in the Section 37 Agreement as a legal convenience to secure matters required to support the development:
- (A) The owner shall submit a comprehensive Construction Management Plan for each stage of the construction process, to the satisfaction of the General Manager, Transportation Services, the Chief Building Official and Executive Director, Toronto Building, the Chief Planner and Executive Director, City Planning and the Ward Councillor. The Construction Management Plan will include, but not be limited to the following construction-related details: 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, parking and access, refuse storage, site security, site supervisor contact information, and a communication strategy with the surrounding community, and any other matters requested in consultation with the Ward Councillor;
 - (B) The owner shall implement the recommendations of the approved Traffic Impact Study including Transportation Demand Management Measures and traffic improvements, to be constructed and paid for by the owner, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the General Manager, Transportation Services;
 - (C) The owner shall submit a Pedestrian Level Wind Study to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - (D) The owner shall submit a Commemoration Plan to the satisfaction of the Senior Manager Heritage Planning and Chief Planner and Executive Director, City Planning;
 - (E) The peer review of the submitted Rail Safety Assessment, at the owner's sole expense, to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - (F) The peer review of the submitted Noise and Vibration Impact Study, at the owner's sole expense, to the satisfaction of the Chief Planner and Executive Director, City Planning; and,

- (G) The owner shall provide to the City for nominal consideration Privately Owned Publicly Accessible Open Space (POPS) easements for the on-site POPS of approximately 450 square metres located within the centre of the subject site, for public access and provisions for rights of support if necessary, encumbrances and insurance, and indemnification of the City by the owner, to the satisfaction of the Director, Real Estate Services, the Chief Planner and Executive Director, City Planning, and the City Solicitor in consultation with the Ward Councillor. The owner shall own, operate, maintain, and repair the POPS and install signage in a location to be determined through the Site Plan review process, at its own expense, stating that members of the public shall be entitled to the use of the POPS at any time, 365 days a year. The final design and program of the POPS will be determined through the Site Plan review process and secured in a Site Plan Agreement, to the satisfaction of the Chief Planner and Executive Director, City Planning.

DRAFT

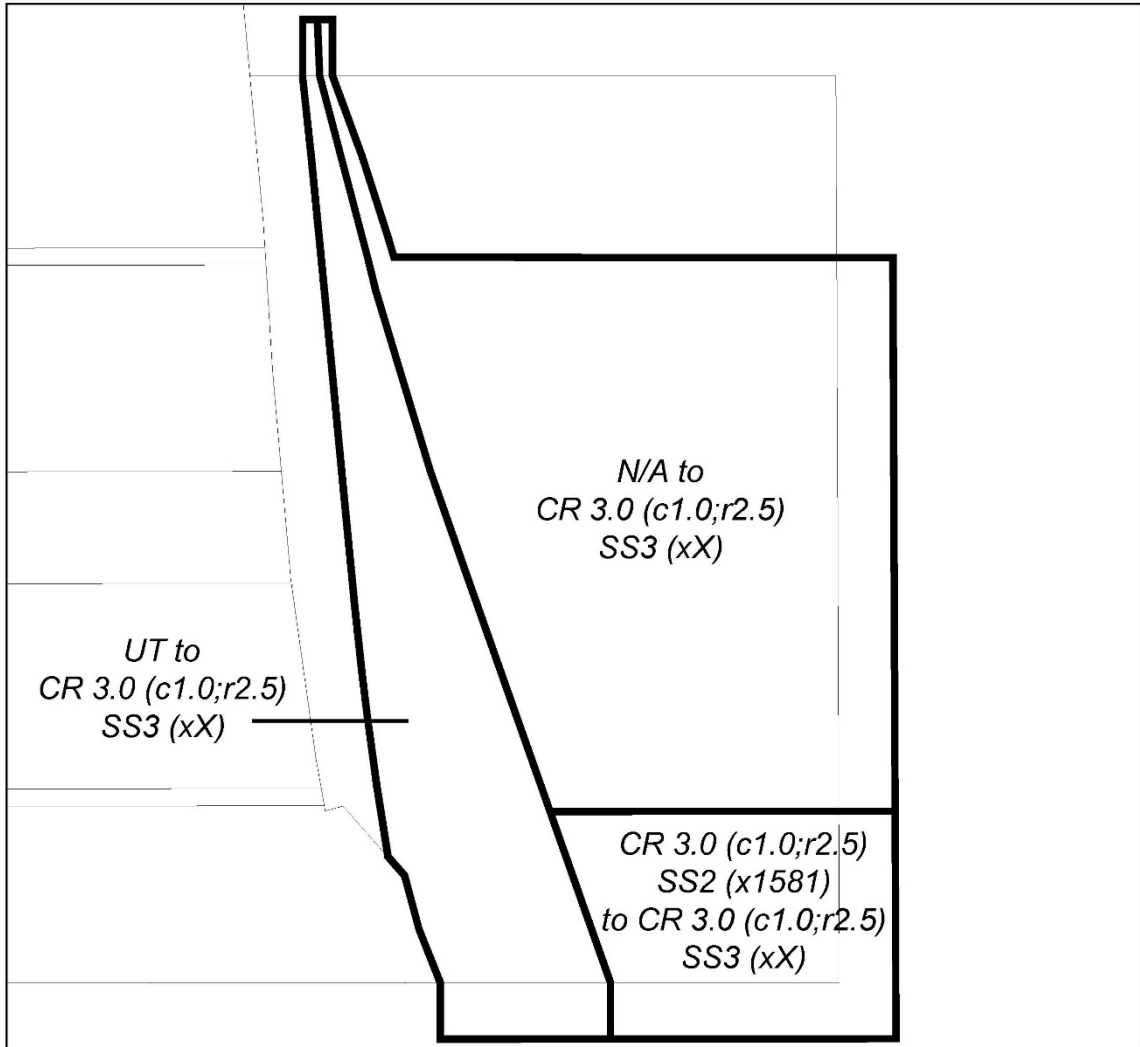


1500-1536 St. Clair Avenue West and 20-36 Caledonia Road, Toronto

File #21 175097 STE 09 OZ



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1500-1536 St. Clair Avenue West and 20-36 Caledonia Road, Toronto

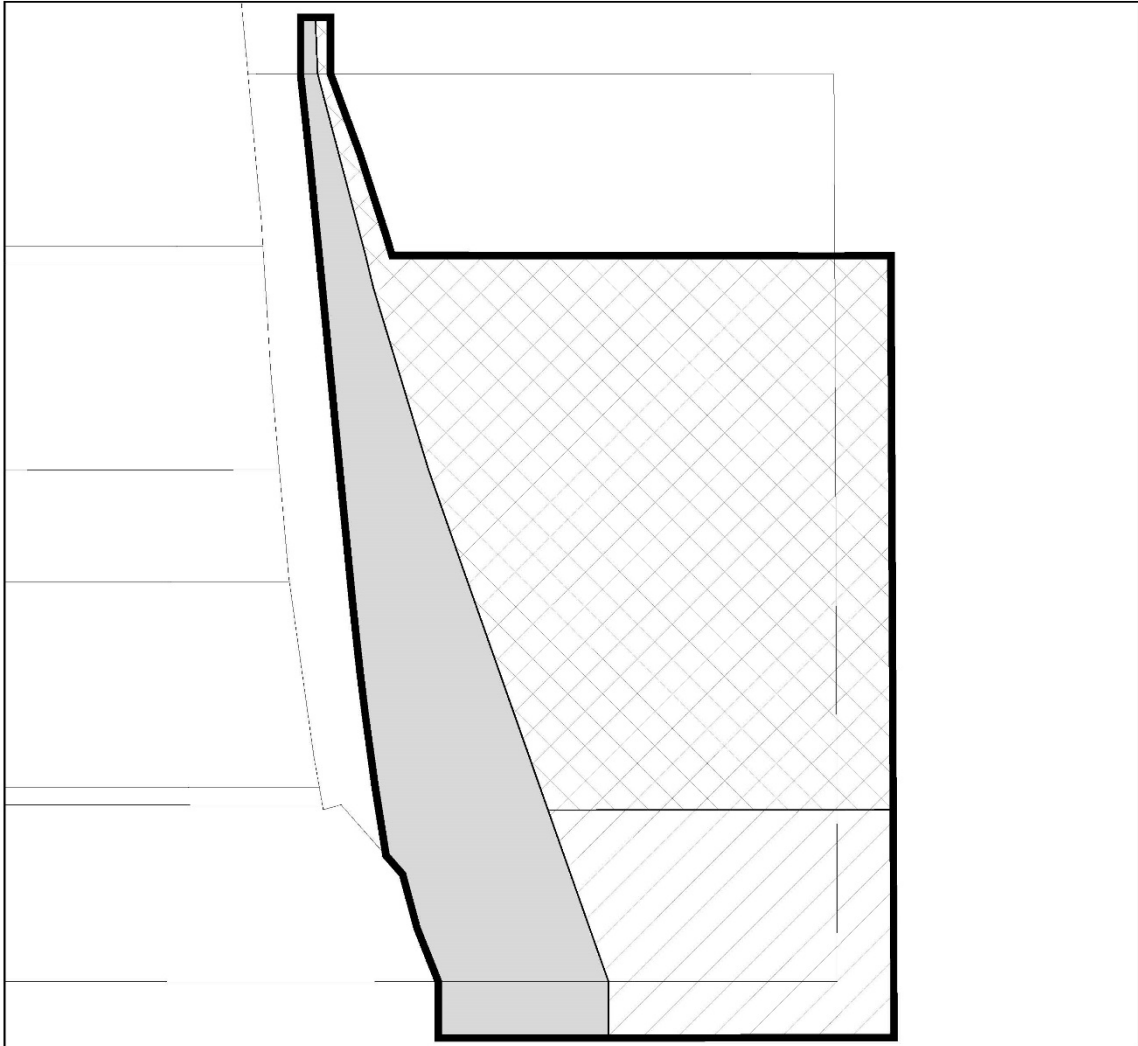
Diagram 2

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1500-1536 St. Clair Avenue West and 20-36 Caledonia Road, Toronto

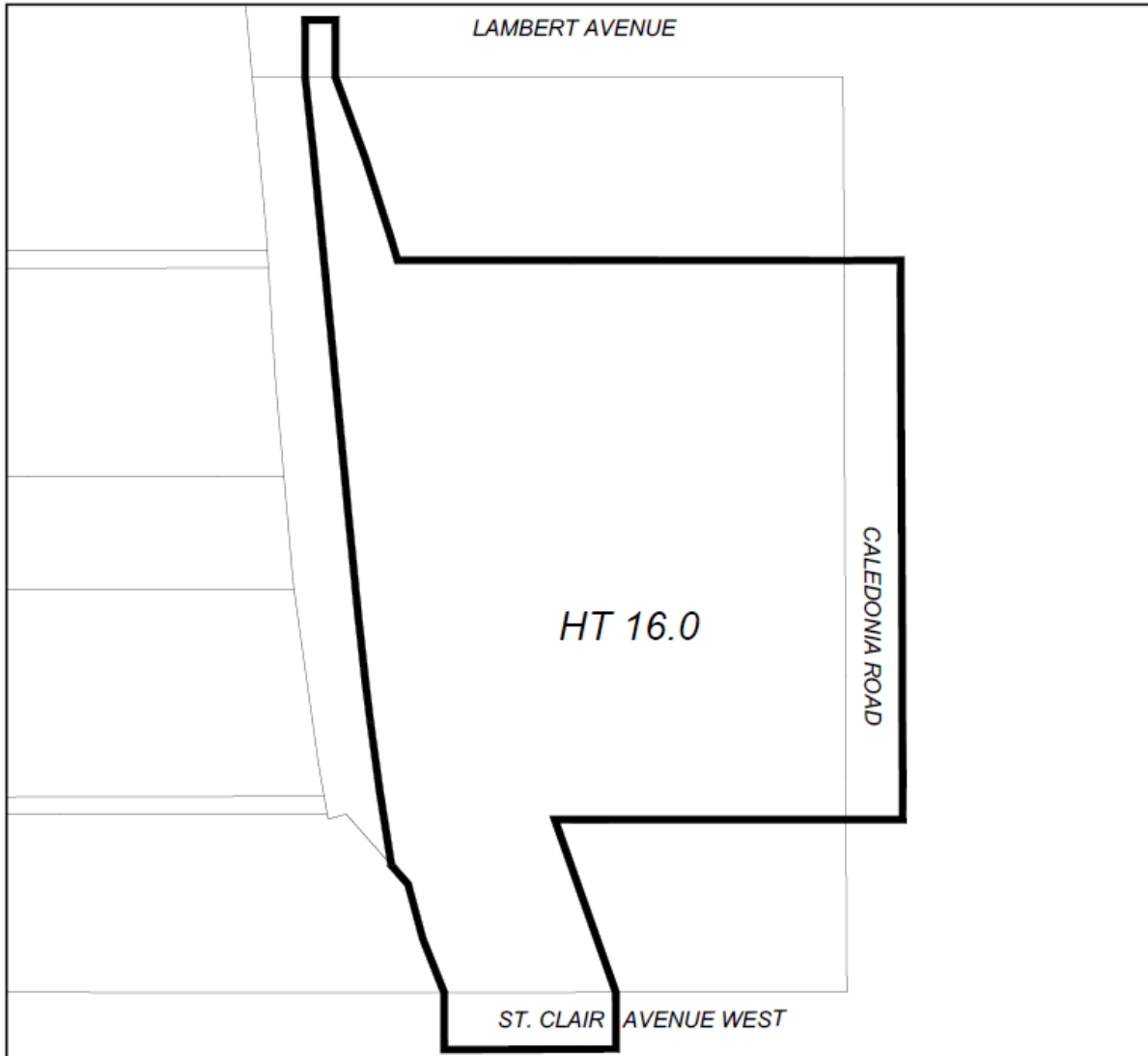
Diagram 3

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-  Area 'A'
-  Area 'B'
-  Area 'C'



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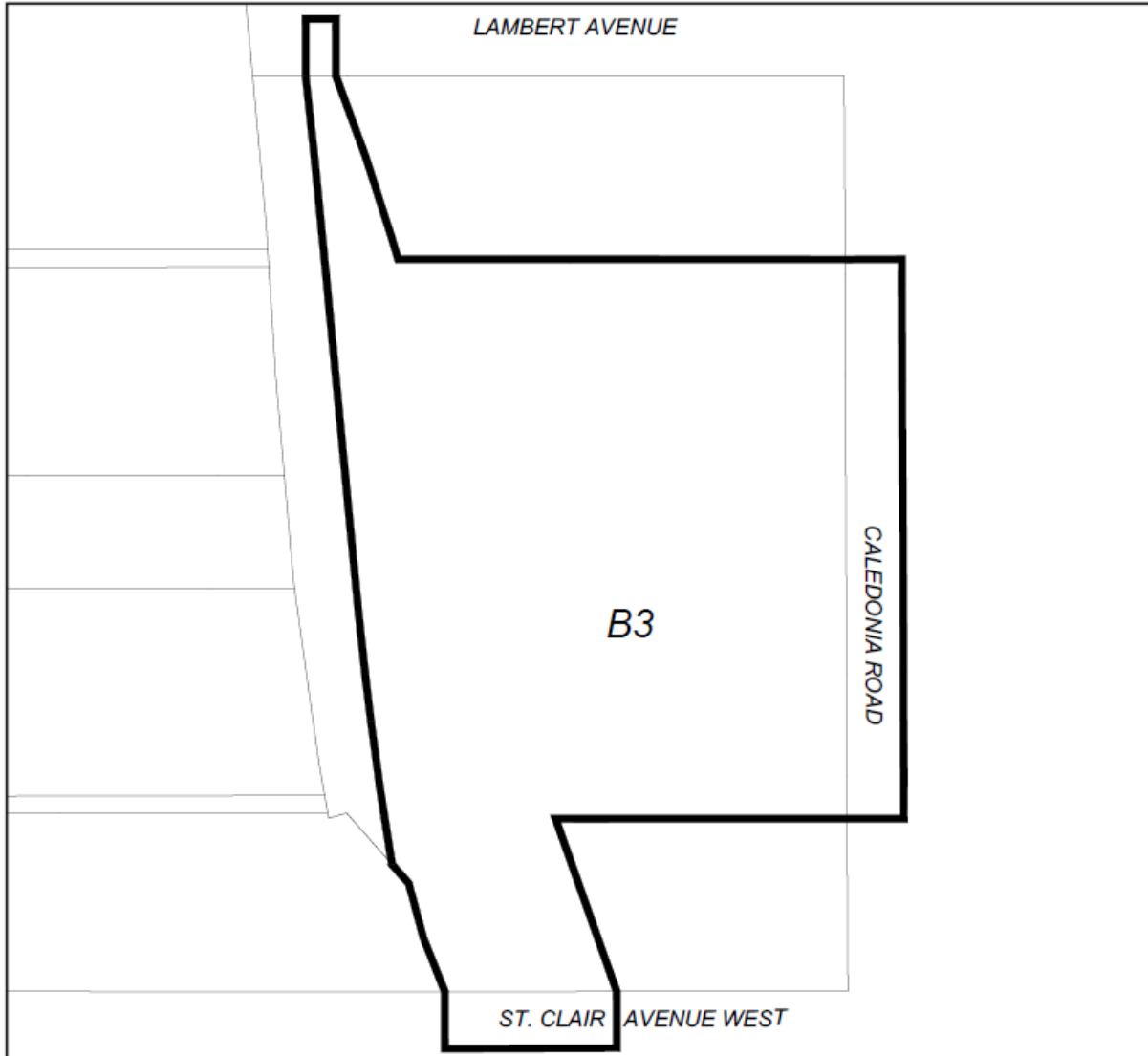
1500-1536 St. Clair Avenue West and 20-36 Caledonia Road, Toronto

Diagram 4

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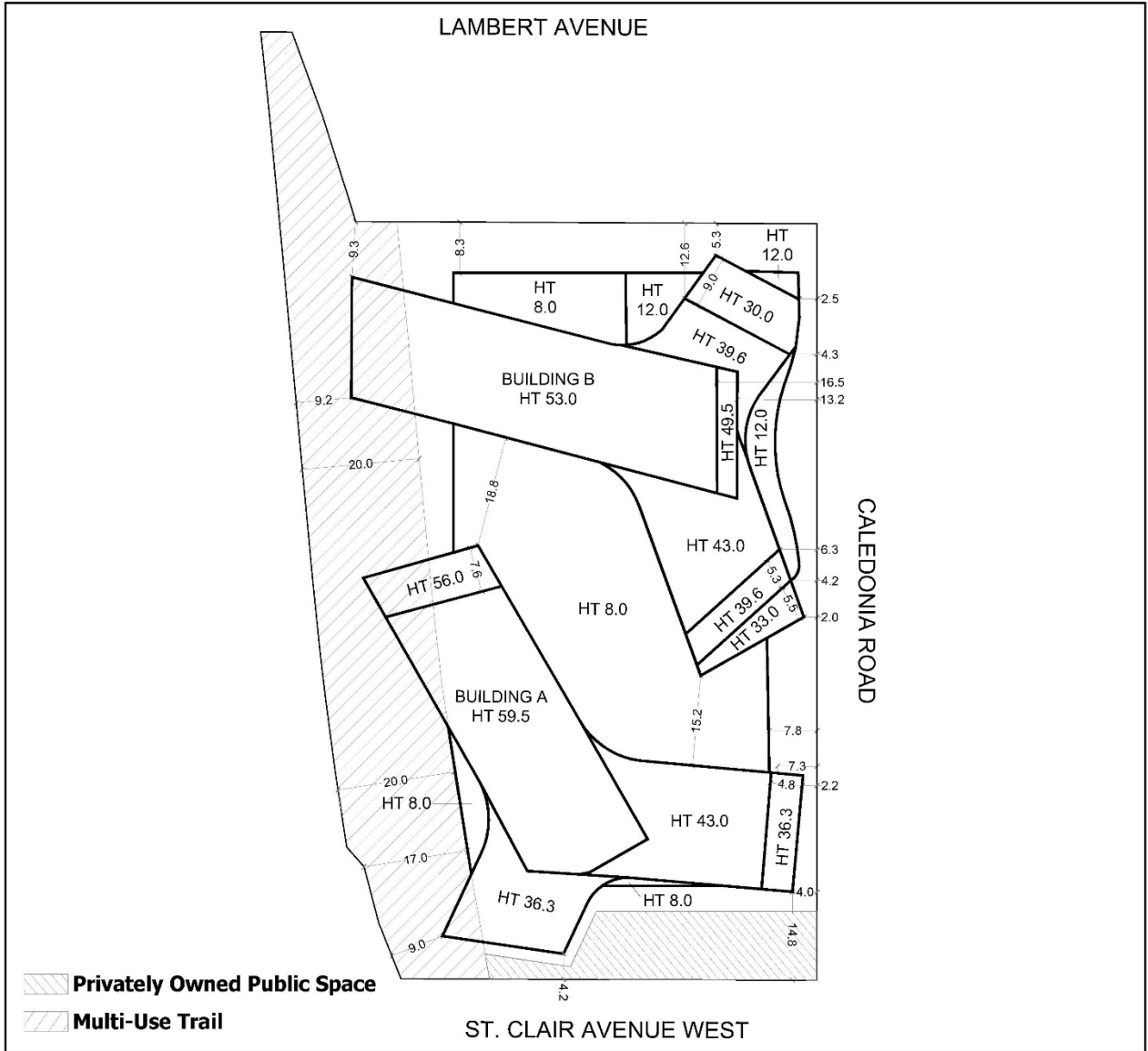
1500-1536 St. Clair Avenue West and 20-36 Caledonia Road, Toronto

Diagram 5

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1500-1536 St. Clair Avenue West and 20-36 Caledonia Road, Toronto

Diagram 6

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