

DECISION AND ORDER

Decision Issue Date Friday, January 24, 2020

PROCEEDING COMMENCED UNDER Section 45(12), subsection 45(1) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Act")

Appellant(s): GIL SHCOLYAR

Applicant: GIL SHCOLYAR

Property Address/Description: 132 HARBORD ST

Committee of Adjustment Case File: 19 157257 STE 11 MV (A0533/19TEY)

TLAB Case File Number: 19 215410 S45 11 TLAB

Hearing date: Wednesday, January 22, 2020

DECISION DELIVERED BY Ian James LORD

APPEARANCES

NAME	ROLE	REPRESENTATIVE
GIL SHCOLYAR	Applicant/Appellant	ISAAC TANG
CRANHART HOLDINGS LTD.	Owner	
FRANK DAVIS	Party	
CITY OF TORONTO	Party	BEN BAENA
JESSAMYN KAHN	Participant	
PETER TIEFENBACH	Participant	
HARBORD VILLAGE		
RESIDENTS' ASSOC.	Participant	RORY SINCLAIR
JULIA MOULDEN	Participant	
ROSEMARY POTESIO	Participant	

**Decision of Toronto Local Appeal Body Panel Member: I. LORD
TLAB Case File Number: 19 215410 S45 11 TLAB**

COLLEEN RAY	Participant
MICHAEL JARA	Participant
KAREN PLOSZ	PARTICIPANT
MURRAY EVANS	Expert Witness

INTRODUCTION

This is an appeal by the owner and Applicant from a decision of the Toronto and East York Panel of the City of Toronto (City) Committee of Adjustment (COA) refusing a single variance applicable to 132 Harbord Street (subject property).

The Applicant had sought permission to vary the required setback standard from a public street to facilitate the construction of a canopy/weather shelter over an existing retail gasoline dispensing island consisting of two dispenser units. Namely, to alter the existing gas station by constructing a new canopy.

No canopy now exists. I advised that I had attended the site and reviewed the materials but that the obligation existed on those present to bring matters of interest and concern forward in the evidence.

The COA file forwarded to the Toronto local Appeal Body (TLAB) was extensive; many local residents objected to the relief, principally for environmental, health and aesthetic reasons.

BACKGROUND

The Parties and Participants had respected the Rules of the TLAB and extensive evidence was pre-filed. Two professional planners had been retained and filed extensive Expert Witness Statements and document records.

On convening the Hearing, counsel for the Applicant, Mr. Tang, advised that a settlement had been reached both by the Parties and on behalf of an extensive array of Participants. Both Mr. Baena, for the City, and Mr. Davis, an Appellant of Record concurred in the presentation of a settlement agreement.

Mr. Davis also was present as spokesperson for the Harbord Village Ratepayers Association (HVRA), an incorporated entity and registered Participant, in conjunction with Mr. Rory Sinclair, who was present throughout.

While there had been little or no notice of a proposed settlement, the TLAB proceeded on consent and on the basis of a Settlement Hearing, but on the admonition that, despite the terms of a settlement, the statutory basis for the variance sought had to be established for the TLAB to address its mandate. No person indicated any challenge to the proposed settlement.

**Decision of Toronto Local Appeal Body Panel Member: I. LORD
TLAB Case File Number: 19 215410 S45 11 TLAB**

All present concurred in the approach of calling one planning witness, Mr. Murray Evans, to provide expert contextual and planning opinion evidence in support of the variance and the terms of the settlement, as requested to be endorsed.

Mr. Frank Davis also spoke to the historical and present context, the concerns and the results of discussion leading to Minutes of Settlement (MOS) and a requested disposition – both as a Party and representative of HVRA.

MATTERS IN ISSUE

Mr. Tang presented draft Minutes of Settlement and requested an order that:

1. The variance appealed be allowed, on condition;
2. Four conditions be imposed as terms of the variance approval;
3. The executed MOS be attached to the TLAB Final Decision and Order with the intention that they contemplate and permit an attached Agreement to be registered on title to the subject property.

Despite a proffered settlement, the TLAB must be satisfied the policy and statutory tests set out in the *Planning Act* are properly satisfied and that any and all additional terms, if any, of the requested attached MOS are in the public interest.

JURISDICTION

Provincial Policy – S. 3

A decision of the Toronto Local Appeal Body ('TLAB') must be consistent with the 2014 Provincial Policy Statement ('PPS') and conform to the Growth Plan for the Greater Golden Horseshoe for the subject area ('Growth Plan').

Variance – S. 45(1)

In considering the applications for variances from the Zoning By-laws, the TLAB Panel must be satisfied that the applications meet all of the four tests under s. 45(1) of the Act. The tests are whether the variances:

- maintain the general intent and purpose of the Official Plan;
- maintain the general intent and purpose of the Zoning By-laws;
- are desirable for the appropriate development or use of the land; and
- are minor.

EVIDENCE

Mr. Murray Evans was called on consent to provide expert opinion evidence on the land use planning merits of the Appeal and MOS.

Decision of Toronto Local Appeal Body Panel Member: I. LORD
TLAB Case File Number: 19 215410 S45 11 TLAB

He had pre-filed an extensive Document Book of the Appellant/Applicant (Exhibit 1), an Expert Witness Statement (Exhibit 2), and a Responding Witness Statement (Exhibit 3). He spoke to the MOS (with attached Agreement), (Exhibit 4).

As well, Mr. Evans introduced an updated Revised Site Plan dated January 16, 2020, as had been prepared by Zoltan Engineering on his client's instructions (Exhibit 5).

I also accepted, as Exhibit 6, a copy of the 'Downtown Plan', understood to be an Area Plan and secondary plan amendment to the City Official Plan, not otherwise contained in Exhibit 1.

At the close of the sitting, Mr. Tang provided an executed copy of the MOS which I substituted for the filed copy (now Exhibit 4), the only change being completed signatures. Certain schedules remain to be attached should the matter advance.

The MOS are **Attachment 1**.

The Revised Site Plan is **Attachment 2**.

Mr. Evans provided succinct area character and opinion evidence. He described the requested variance as recognizing the need, on this long established service station lot (1928), for relief in order to accommodate a weather shelter structure. The lot is small with an 8.8 m frontage and is unable to accommodate the required zoning standard of a 5 m setbacks, from the street lot lines abutting the public streets.

The subject property is designated 'Mixed Use' in the City OP and is zoned 'CR'. Both planning instruments contemplate and permit a retail service station use. The proposed canopy is an accessory structure to that use. Despite the historical attributes of the lot, including the gas dispensers' proximity to the streets and the repair/service bays building being built to the lot lines, he said Zoning By-law 569-2013 recognizes these historical anomalies, both use and regulatory. It provides for their lawful presence, not needing to be protected by the legal non-conforming use provisions of s. 34(9) of the *Planning Act*.

The subject property lies on the north east corner of Harbord and Major Streets in a character unique enclave of retail, service commercial and closely knit residential land uses.

He described the efforts, post the refusal of the COA, to regain community support. He said the foundation of that effort began with the recognition of character attributes of the low rise, brick, stucco and fenestrations of mixed architectural attributes. As a result the owner/Applicant undertook a resurvey, redesign, relocation, and revised scale and presentation of the proposed canopy to that shown in **Appendix 2**.

He noted that, while angular, the proposed canopy is sculpted to the frontages (a 'hat' of shingles), is fixed to comply with the height limitation for ancillary structures, and has design dimensions that attempt, with brick clad supporting pillars, to emulate some area character attributes.

He was of the opinion that this specialized response, especially compliance with a 'photometric plan' (Exhibit 2, Tab 15) to be attached to the MOS as a schedule, responded well to concerns that lighting be confined to the subject property and be confined within a structure that protected the location and scale of the existing pump island and two dispenser units.

Area lighting is to under the canopy and focused downward.

The Revised Site Plan, **Attachment 2**, fixes the on-site and off-centre location of these existing fueling stations, in a manner that was distinctly different to that which was before the COA.

He was corrected that the canopy also exhibited an exterior light band that was not reflected in the photometric plan measurements. However, that accent strip is to be back-lit to afford minimal luminescence for the subject property. It is described on the Revised Site Plan as to afford 'negligible' light contribution.

He acknowledged that an operator may have a logo attached to the canopy as a component of its retail visual image; however, that signage as well is expected to be subject to the by-law provisions regulating the ancillary canopy. The horizontal face of the canopy is 0.9 m wide/high.

The canopy, while higher than the one storey service bays, would reflect the eavestrough line of the adjacent property to the east.

In addressing the OP test, he cited the support of the Mixed Use designation, replicated and in greater detail in the Downtown Plan, Exhibit 6, and the emphasis on ameliorating the transition to adjacent residential uses. He was of the opinion that the design attributes in the Revised Site Plan addressed a multitude of residents expressed concerns. He felt that while the policy intent supported low scale community focused 'Category 4' low intensity uses. He said the revisions reflected that intent and purpose when considered together with the continued historical use, measures and attributes protected by the accompanying agreement.

The accompanying agreement was described to provide that, for so long as the benefit of the variance to permit a canopy is used, site activities, filling station dispenser capacity, the historical service bay functions and their locations would remain substantially unchanged. He agreed that the site would continue to function at a scale of a local service facility.

Mr. Evans reviewed the built form criteria of the OP, section 4.4.2 and the secondary plan, section 6.33.1 and reaffirmed the small scale attributes to be continued on the subject property, all as attributes of the variance that result in meeting the intent and purpose of the OP.

With respect to zoning, he noted that all components of the regulations respecting canopies (Section 150.92.60.20) were met, save for the setback request to locate within 1.5m of a public street, above grade. The use regulation under zoning was recognized in the Plans Examination Report.

Decision of Toronto Local Appeal Body Panel Member: I. LORD
TLAB Case File Number: 19 215410 S45 11 TLAB

He felt the variance in respect of the subject site was appropriate over the universality of the 5 m setback standard. No public realm adverse influence of snow or rain deposits would be felt, or encroached upon, by the allowance of a 1.5 m setback.

Mr. Evans opined the canopy shelter contributed to the revitalization of the existing conditions of the site and was desirable and an asset to the service function. The Revised Site Plan presented a complimentary built form structure to the streetscape with no quantifiable expectation of scale changes to the service offering.

He was of the opinion that the lighting provisions and the Revised Site Plan structure would create no undue adverse impacts. As the proposed variance permitted a roof line and brick façade treatment of the pillars in a manner consistent with the Harbord streetscape, the variance requested in his opinion was minor.

He described the proposal as consistent with the Provincial Policy Statement and in conformity with the Growth Plan insofar as they supported investment in complete communities and revitalization of aging property improvements.

The variance would permit construction of a normal accessory structure to a permitted use.

He supported allowing the appeal subject to the four conditions set out in paragraph 2 or Exhibit 4 (**Attachment 1**) and, as well, the attachment of the MOS - with the residents agreement being placed on title.

There were no questions from counsel or those present.

Mr. Frank Davis, a resident of Major Street, spoke for himself and as the appointed representative of the HVRA.

He described in detail the basis of initial opposition to the requested variance and the strong desire that change respect and reinforce the existing character attributes of the Harbord Village enclave. He described that the HVRA and Mr. Sinclair had worked hard to advance a consensus based settlement, now supported.

He described how the concern for site intensification through redevelopment was expressed by their consultant planner, Dr. Gary Davidson, as potentially premature as a full site plan review could not be undertaken.

He expressed the view that the Revised Site Plan (Exhibit 5) and the MOS (Exhibit 4) alleviated much of those concerns. He felt that the communications with the Applicant resulting in the four conditions jointly recommended for approval satisfied the call for a full site plan review.

He reviewed each of the four conditions related to the photometric plan limits, the revised built form reflected in the Revised Site Plan, the scale of the limited service station use and the restricted hours of operation all mitigated against the concerns for adverse impact.

He felt the registration of the agreement was critical to meeting the residents desire that future owners of the site, who intended to rely on the variance permitting a canopy as described, would be bound to the scale of site uses described.

He confirmed that the agreement to be deposited on title was intended to be actual notice to future owners and purchasers that the use of the variance is related to the canopy and site uses but is not a restrictive covenant intended to run with the land.

If the variance is not used, the conditions proposed and agreed to are not applicable.

There were no other witnesses.

Mr. Tang provided short closing submissions urging that the evidence was uncontested and that the TLAB should give weight to the Settlement proposed.

He detailed the MOS and Agreement to include:

- a) an Agreement to be registered;
- b) confirmation that site plan control and heritage attributes evaluations will not be requested on application or issuance of a canopy building permit;
- c) a detailed photometric plan limiting light spillage and a Revised Site Plan ensuring the site development of the agreed physical treatment.

On behalf of the Parties, he requested: approval of the variance sought; the approval be subject to the four conditions identified in section 2 of the MOS, Exhibit 4; and that the TLAB endorse the MOS containing the Agreement document.

There were no other submissions.

ANALYSIS, FINDINGS, REASONS

The TLAB unequivocally encourages settlements and while not all receive a 'hall pass', it is as Member Yao has often stated that settlement discussions and their consensual resolution are matters to be supported as an element of tribunal consistency and direction.

In this case, I find myself in complete agreement with the evidence of Mr. Evans and the results of the enterprise undertaken by the Parties and Participants.

I find a canopy to be a common and expected attribute of the gasoline retail service industry. It advantages the public as on-site users and it constitutes an investment and benefit that is desirable not only in that regard, but as improvement, in this case, to the aging infrastructure of the site. Whether it is a harbinger of other improvements to follow or not, the terms of the MOS go some way to ensuring that its presence will be coupled with a scale and physical impact that is measured, sensitive and in keeping with area character, the streetscape and the public realm.

Beyond that, the future is an unknown.

I accept the evidence of the planner Evans that all relevant statutory considerations applicable to the variance are met. There is no need to repeat those considerations, despite the brevity of their recitation, above. I find that a reduction in the side yard adjacent a public street is appropriate for this site, already constrained by site size and built form.

I accept the efforts made by the Parties and Participants that have resulted in a jointly proffered settlement package.

Again, this Member wished to express - on behalf of the TLAB - its appreciation to the Applicant, the City, the HVRA and the individual community of interests in constructively working out an acceptable settlement proposal.

DECISION AND ORDER

1. The appeal from the decision of the Committee of Adjust is allowed. The requested variance to the zoning by-law is allowed as follows:

Chapter 150.92.60.20 (1) (A), By-law 569-2013

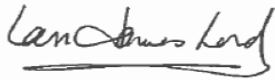
A vehicle Fuel Station is a permitted use provided the minimum setback for the canopy is 5.0 m from a lot line abutting a street.

The canopy will be located 1.5 metres from the lot line abutting Major Street and 1.5 metres from the lot line abutting Harbord Street.

2. The variance allowed in paragraph 1 is subject to the following conditions:
 - a. Any canopy lighting installed at the subject property in connection with the variance granted in paragraph 1 shall be installed and operated generally in accordance with the photometrics plan prepared by Zoltan Engineering dated November 18, 2019, found in Exhibit 1 at Tab 15 and included as **Attachment 3** hereto;
 - b. The height of any canopy constructed on the subject property in connection with the variance granted in paragraph 1 shall be no higher than 6.0 metres and constructed generally in accordance with the Revised Site Plan prepared by Zoltan Engineering dated January 16, 2020, Exhibit 5 and included as **Attachment 2** hereto;
 - c. To the extent that the Appellant provides and maintains a gas station on the subject property, such gas station shall include no more than two (2) pump dispensers (which may be multi product dispensers) with a total of four (4) fueling nozzles; and
 - d. To the extent that the Appellant provides and maintains a gas station on the subject property, the Appellant's hours of operation for the gas station may extend from 6:00 am (at the earliest) to 11 pm (at the latest).

3. While not a condition of this approval, the Minutes of Settlement as dated and executed on January 22, 2020, Exhibit 4, and included as **Attachment 1** hereto are endorsed with the understanding that the Agreement attached as Schedule "A" thereto is intended to be operable and deposited or registered on title to the subject property, at least for so long as the variance approved in paragraph 1 is used to support the presence of a canopy on the subject property.

If difficulties arise in the implementation of this decision and order, the TLAB may be spoken to on notice to the Parties.



X

Ian Lord

Panel Chair, Toronto Local Appeal Body

Signed by: Ian Lord

19 215410 S45 11 TLAB

TORONTO LOCAL APPEAL BODY

PROCEEDING COMMENCED UNDER subsection 45(12) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant:	2252579 Ontario Inc.
Subject:	Appeal of Committee of Adjustment Decision to refuse to grant a minor variance application to alter the existing gas station by constructing a new canopy.
Existing Zoning:	"Commercial Residential"
Property Address/Description:	132 Harbord Street
Municipality:	City of Toronto
City File No.:	A0533/19TEY
TLAB Case No.:	19 215410 S45 11 TLAB

MINUTES OF SETTLEMENT

BETWEEN:

2252579 ONTARIO INC.

- and -

CITY OF TORONTO

- and -

FRANK DAVIS

- and -

HARBORD VILLAGE RESIDENTS ASSOCIATION

WHEREAS 2252579 Ontario Inc. (hereinafter referred to as the "**Appellant**") is the registered owner of the property municipally known as 132 Harbord Street in the City of Toronto which was acquired from Cranhart Holdings Limited and Garmill Holdings Limited (collectively, the "**Former Owners**") on July 2, 2019;

AND WHEREAS the City of Toronto (the "**City**") has party status to the Appeal, as hereinafter defined;

AND WHEREAS Frank Davis is a resident at 197 Major Street, in the City and has party status to the Appeal, as hereinafter defined;

AND WHEREAS Harbord Village Residents Association is a non-profit community organization, in the City of Toronto and has participant status to the Appeal, as hereinafter defined;

AND WHEREAS The Former Owners submitted a minor variance application on May 21, 2019 to permit the construction of a new canopy with a minimum setback of 1.5m from the lot line abutting Major Street and 1.5 metres from the lot line abutting Harbord Street (the "Application");

AND WHEREAS The City's Committee of Adjustment refused the Application on August 14, 2019;

AND WHEREAS The Appellant subsequently appealed the Committee's refusal of the Application to the Toronto Local Appeal Body (the "TLAB"), on September 3, 2019, which appeal has TLAB Case No. 19 215410 S45 11 TLAB and City File No. A0533/19TEY (the "Appeal");

AND WHEREAS the hearing of the Appeal is scheduled to commence on January 22, 2020;

AND WHEREAS The Appellant, the City, Frank Davis and Harbord Village Residents Association (hereinafter referred to jointly as "**the Parties**" and individually as a "**Party**") have reached these Minutes of Settlement and agreements herein which address and will resolve all of those matters at issue as between the Parties with respect to the Appeal;

AND WHEREAS the Parties intend to settle the Appeal on the terms and conditions specified herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter expressed and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Parties to each other, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby covenant and agree to and with each other as follows:

1. The Parties agree that the recitals are true and form a part of these Minutes of Settlement.
2. The Parties agree to file these Minutes of Settlement with the TLAB, and to jointly request the TLAB on January 22, 2020, or earlier if possible, to dispose of the Appeal by allowing the Appeal in part and granting the Application subject to the following conditions:
 - (i) The Appellant agrees that any canopy lighting installed at the site in connection with the minor variance shall be installed and operated generally in accordance with the photometrics plan filed with the TLAB, prepared by Zoltan Engineering and dated November 18, 2019;

- (ii) The Appellant agrees that the height of any canopy constructed on the site in connection with the minor variance shall be no higher than 6.0 metres, and constructed generally in accordance with the site plan filed with the TLAB, prepared by Zoltan Engineering and dated January 16, 2020;
 - (iii) To the extent that the Appellant provides and maintains a gas station on the site, such gas station shall include no more than two (2) pumps (with a total of four (4) fueling nozzles) on the site;
 - (iv) To the extent that the Appellant provides and maintains a gas station on the site, the Appellant agrees that the hours of operation for the gas station on the site will be from 6:00 AM (at the earliest) to 11:00 PM (at the latest).
3. The City, Frank Davis and the Harbord Village Residents Association agree not to request site plan approval or a heritage review and/or study to facilitate the canopy installation.
 4. The Parties agree to the registration of an Agreement on title pursuant to Section 45(9.1) of the Planning Act R.S.O. 1990, c. P. 13, as amended, substantially in the form attached hereto as **Schedule "A"** (the "**Agreement**").
 5. Upon approval of the Application by the TLAB, the Appellant agrees to promptly register the Agreement with the Land Registry Office (the "**LRO**") at its sole cost and expense. Should the LRO not accept the Agreement being registered on title, the Appellant shall provide to the City, Frank Davis and the Harbord Village Residents Association written particulars of the grounds of such non-acceptance and shall propose incremental revisions to the Agreement which would be acceptable to the LRO consistent with the intent of these Minutes of Settlement. The City, Frank Davis and the Harbord Village Residents Association will consider, acting reasonably, such amendment(s) to the Agreement which the Appellant proposes, provided that any non-acceptance by the LRO shall not relieve the Appellant of its obligations pursuant to this paragraph 5.
 6. The Parties agree to act reasonably, co-operate with each other and assist the TLAB in order to implement these Minutes of Settlement.
 7. The Parties will make submissions to the TLAB in support of this settlement and the Appellant will lead expert planning evidence in support of the approval of the Application.
 8. If any individual provision(s) of these Minutes of Settlement is determined by a Court or tribunal of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any Party bound hereby and any appeal period has expired and any appeals commenced during that period have been finally determined, such provision shall be severed from these Minutes of Settlement and the remainder of these Minutes of Settlement shall continue in full force and effect *mutatis mutandis*. In such case, the Parties agree to negotiate in good faith to amend these Minutes of Settlement in order to implement the intentions as set out herein.

9. Any notices required to be given with respect to these Minutes of Settlement shall be in writing and shall be deemed to be sufficiently given if delivered or sent by email addressed to the Parties as follows:

2252579 Ontario Inc.

261 Arnold Avenue
Thornhill,
Ontario
L4J 1C3
Email: petrogold@rogers.com

cc: Isaac Tang
Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, ON, Canada M5H 4E3
Email: itang@blg.com

City of Toronto

Ben Baena
Solicitor
City of Toronto
55 John Street
Metro Hall
Toronto, ON, Canada
M5V 3C6
Email: Ben.Baena@toronto.ca

Frank Davis

197 Major Street
Toronto, ON, Canada
M5S 2L4
Email: frankdavisnfld@gmail.com

Harbord Village Residents Association

c/o Rory Sinclair
133 Major Street
Toronto, ON, Canada
M5S 2K9
Email : rorygus.sinclair@outlook.com

Any such notice given as aforesaid shall be conclusively deemed to have been given and received, if delivered, on the date of delivery or if sent by email transmission, on the date of transmission.

10. The Parties shall each bear their own costs of all matters contemplated by these Minutes of Settlement and no Party shall seek and Order of the TLAB for costs as against any of the other Parties in respect of the Appeal.
11. The Parties acknowledge that they have entered into these Minutes of Settlement freely and voluntarily, without compulsion or duress, and with the benefit of legal advice respecting their rights and obligations, or have waived their right to seek legal advice in regard to same.
12. The Parties agree that these Minutes of Settlement address all of the terms and conditions of their agreement and that there are no other written or oral terms which amend or modify or otherwise affect the provisions of this agreement.
13. These Minutes of Settlement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.
14. These Minutes of Settlement may be executed and sent scanned by email and in counterparts, each of which shall be deemed to be an original document, and which together shall constitute one Minutes of Settlement. These Minutes of Settlement may be executed by counsel for the Parties, as applicable.
15. The Parties covenant and agree that at all times, and from time to time hereafter, upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of these Minutes of Settlement.
16. The undersigned represent and warrant that they have all necessary power and authority to execute these Minutes of Settlement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed these Minutes of Settlement by the hands of their proper signing officers or by the hands of their legal counsel in this matter duly authorized in that behalf.

2252579 ONTARIO INC.

Dated: Jan 22, 2020

Per: 

Name: Isaac Tey

Title Counsel

I/We have authority to bind the Corporation.

CITY OF TORONTO

Dated: 01/22/2020

Per: 

Name: BENJAMIN BAENA

Title SOLICITOR

Witness

Name: 


FRANK DAVIS

Date: 

01/22/2020

HARBORD VILLAGE RESIDENTS
ASSOCIATION

Dated: Jan 22 2020

Per: 

Name: RORY SINCLAIR

Title PAST PRESIDENT HURA

I/We have authority to bind the Association.

SCHEDULE "A"

[Section 45(9.1) Agreement]

SECTION 45(9.1) AGREEMENT

THIS AGREEMENT made the day of January, 2020

B E T W E E N :

2252579 ONTARIO INC.
(the "Owner")

- and -

CITY OF TORONTO
(the "City")

(the Owner and the City are collectively the "Parties")

WHEREAS:

- a) The Owner is the registered owner of the property known municipally as 132 Harbord Street in the City of Toronto and more particularly described in Schedule "A" attached hereto (the "Site");
- b) The Owner applied to the Committee of Adjustment (the "Committee") for a minor variance from the City of Toronto Zoning By-law 569-2013, Regulation 150.92.60.20(1)(A) to permit the construction of a new canopy with a minimum setback of 1.5m from the lot line abutting Major Street and 1.5 metres from the lot line abutting Harbord Street (the "Development");
- c) City planning staff did not object to the Development, but on August 14, 2019, the Committee refused the requested variance;
- d) On [date], the Toronto Local Appeal Body (the "TLAB") approved with conditions (the "Conditions of Approval") the requested variance pursuant to subsection 45(9) of the *Planning Act*, R.S.O. 1990, c. P.13 (the "*Planning Act*"), with a copy of the TLAB's decision attached hereto as Schedule "B" (the "TLAB Decision");
- e) The Owner has agreed to the Conditions of Approval;
- f) The Parties agree that the Conditions of Approval shall be secured in an agreement between the Owner and the City pursuant to Subsection 45(9.1) of the *Planning Act*;
- g) This Agreement has been entered into by the Owner and the City in order to evidence, confirm and secure the Owner's obligations in respect of the TLAB's approval of the requested variance. For greater certainty, the covenants and obligations set forth in this Agreement, including the Conditions of Approval, shall be binding upon the Owner only if the Owner proceeds to develop the Site in accordance with the terms of the requested variance.

IN CONSIDERATION of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the Parties to the other, and for other good and valuable consideration (the

receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, to and with each other, as follows:

SECTION I

DEFINITIONS & SCHEDULES

- 1.1 **"Agreement"** means this agreement made pursuant to subsection 45(9) of the Planning Act;
- 1.2 **"Building Code Act"** means the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, superseded or replaced from time to time;
- 1.3 **"Building Permit"** means a permit to demolish or construct a building or structure within the Site, pursuant to section 8 of the *Building Code Act*;
- 1.4 **"Chief Planner"** means the Chief Planner and Executive Director, City Planning of the City, or his or her designate;
- 1.5 **"City"** means the City of Toronto;
- 1.6 **"City Solicitor"** means the City Solicitor for the City and shall include his or her designates;
- 1.7 **"City of Toronto Act"** means the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Schedule A, as amended, superseded or replaced from time to time;
- 1.8 **"Committee"** means the Committee of Adjustment;
- 1.9 **"Conditions of Approval"** means the conditions the TLAB placed, pursuant to section 45(9) of the *Planning Act*, on the approval in the TLAB Decision;
- 1.10 **"Development"** means the construction of a new canopy with a minimum setback of 1.5m from the lot line abutting Major Street and 1.5 metres from the lot line abutting Harbord Street;
- 1.11 **"Director, Community Planning, Scarborough District"** means the Director, Community Planning, Scarborough District of the City, or his or her designate;
- 1.12 **"TLAB Decision"** means the decision made by the Toronto Local Appeal Body on [date] regarding file number TLAB Case No. 19 215410 S45 11 TLAB and Committee of Adjustment File Number(s) 19 157257 STE 11 MV (A0533/19TEY);
- 1.13 **"Minor Variance"** means the variance to the City's zoning by-law in respect of the Site authorized by the TLAB Decision;
- 1.14 **"Owner"** means 2252579 Ontario Inc.;
- 1.15 **"Parties"** mean the Owner and the City and **"Party"** means any one of them;

1.16 "**Planning Act**" means the *Planning Act*, R.S.O. 1990, c.P.13, as amended, superseded or replaced from time to time;

1.17 "**Site**" means the lands municipally known as 132 Harbord Street in the City of Toronto, more particularly described in the attached Schedule "A" which forms part of this Agreement;

1.18 "**Title Opinion**" means a title opinion in a form satisfactory to the City Solicitor.

1.19 The schedules attached to this Agreement are incorporated by reference and are deemed to be a part hereof. The schedules attached hereto are as follows:

Schedule "A"	-	Legal Description of Site
Schedule "B"	-	Toronto Local Appeal Body Decision [date]
Schedule "C"	-	Photometrics Plan dated November 18, 2019
Schedule "D"	-	Site Plan dated January 16, 2020

SECTION 2

REGISTRATION OF AGREEMENT

2.1 The Owner warrants that it is the registered owner in fee simple of the Site and hereby agrees that at the request of the City Solicitor and at the Owner's cost and expense:

- (a) This Agreement shall be registered by the Owner, or by the City at the City's election, on title to the Site;
- (b) The Owner shall procure and provide to the City any release, discharge, quit claim, or postponement of any interest as necessary to ensure that this Agreement shall have priority over any interest other than such encumbrances as the City Solicitor may accept; and
- (c) Upon registration of this Agreement, the Owner will provide the City with a Title Opinion from the Owner's solicitor confirming that the Owner is the owner of the Site and that this Agreement shall have priority over any interest other than such encumbrances as the City Solicitor may accept.

SECTION 3

CONDITIONS

3.1 The Owner agrees that if and to the extent it proceeds with the development of the Site in a manner which relies upon the Minor Variance, it shall be bound by and shall at all times abide by the following conditions in connection with the development and operation of the Site:

- 3.1.1 The Owner agrees that any canopy lighting installed at the Site in connection with the Minor Variance shall be installed and operated generally in accordance with the photometrics plan filed with the TLAB, prepared by Zoltan Engineering and dated November 18, 2019 and attached as Schedule "C";
- 3.1.2 The Owner agrees that the height of any canopy constructed on the Site in connection with the Minor Variance shall be no higher than 6.0 metres, and constructed generally in accordance with the site plan filed with the TLAB, prepared by Zoltan Engineering and dated January 16, 2020 and attached as Schedule "D";
- 3.1.3 To the extent that the Owner provides and maintains a gas station on the Site, such gas station shall include no more than two (2) pumps (with a total of four (4) fueling nozzles) on the Site;
- 3.1.4 To the extent that the Owner provides and maintains a gas station on the Site, the Owner agrees that the hours of operation for the gas station on the Site will be from 6:00 AM (at the earliest) to 11:00 PM (at the latest).

SECTION 4

FURTHER ASSURANCES

- 4.1 The Parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request to do so, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true meaning of this Agreement.
- 4.2 Where this Agreement requires actions or documents to be provided by a Party, the Parties agree and acknowledge that such approval shall not be unreasonably withheld.

SECTION 5

ENUREMENT

- 5.1 The Parties hereto agree that the covenants, rights, duties, provisos, conditions and obligations herein contained shall enure to the benefit of and be binding upon the City and its successors and assigns and that the City and its successors and assigns shall be entitled to enforce the provisions of this Agreement which are covenants, duties or obligations of the Owner and their successors and assigns, including all subsequent owners, and that each registered owner of the Site, or any part of the Site, from time to time shall be jointly and severally liable for the covenants and obligations of the Owner.
- 5.2 The Owner agrees that the covenants, rights, duties, provisos, conditions and obligations herein contained, as they apply to the Owner, shall run with the site and shall enure to the benefit of and be binding upon the Owner and their successors and assigns, including all subsequent owners.

- 5.3 Notwithstanding anything in this Agreement to the contrary, in the event that the City retains ownership of any part of the Site or acquires any part of the Site for any purpose, the City shall not be bound by this Agreement as an Owner.

SECTION 6

ENFORCEMENT

- 6.1 The Owner agree that upon failure by it to do any act that is required by this Agreement, the City may, in addition to any other remedy under this Agreement, collect the cost in like manner as municipal taxes as provided for in Section 386 of the *City of Toronto Act*.

SECTION 7

INTENTION OF PARTIES

- 7.1 Notwithstanding any other provision of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either City Council or the TLAB which authorized the execution of this Agreement or any of its successors in the exercise of any of their legislative, quasi-judicial or discretionary powers. Without limiting the generality of the foregoing, such powers include the power to pass, amend, vary or repeal by-laws; to adopt, amend or rescind official plan amendments; or any discretionary power under law to approve or withhold approval to permit any demolition, relocation, construction, alteration, remodelling or any other thing or act which may materially affect any building, structure or part thereof that is the subject of this Agreement.

SECTION 8

JURISDICTION TO ENTER INTO THIS AGREEMENT

- 8.1 If any individual provision(s) of this Agreement is or are determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any Party bound hereby, such provision shall be severed from this Agreement if both the Owner and the City agree, and the remainder of the Agreement shall continue in full force and effect, *mutatis mutandis*; and in such case, the Owner and the City agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein.
- 8.2 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the TLAB to approve the Minor Variance and each Party hereto is satisfied as to the jurisdiction of the other to enter into this Agreement. The Owner therefore covenants and agrees that they shall not question the jurisdiction of the City to enter into this Agreement, nor question the legality of any portion thereof, and likewise the City agrees it shall not question the jurisdiction of the Owner to enter into this Agreement nor question the legality of any portion hereof. The Parties hereto, their successors, assigns,

lessees and sub-lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

SECTION 9

INTERPRETATION

- 9.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 9.2 Reference to an official of the City in this Agreement shall be deemed to include a reference to the official of the City who performs the duties of such referenced person from time to time.
- 9.3 This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and of Canada applicable thereto, and the Parties submit to the jurisdiction of the courts of the Province of Ontario.
- 9.4 This Agreement shall be construed with all changes in number and gender as may be required by the context.
- 9.5 Time shall be of the essence of this Agreement.
- 9.6 The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

SECTION 10

INDEMNITY

- 10.1 The Owner releases, waives and forever discharges the City and each of its elected officials, officers, employees and agents, from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to the person or any property of the Owner however caused, arising out of the City entering into this Agreement.
- 10.2 The Owner will well and truly save, defend and keep harmless and fully indemnify the City and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the City, its elected officials, officers, employees and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the City, its elected officials, officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the fulfilment by the Owner of their obligations under this Agreement including the default or breach by the Owner of their obligations under this Agreement or by reason of any negligence or wilful

default of the Owner, their officers, employees, agents or persons acting under its direction in connection with the Owner's obligations hereunder, provided however, that such indemnity shall not apply to any loss, costs, charges, damages, liens and expenses arising from the negligence and/or wilful misconduct of the City, its elected officials, officers, employees or persons for whom it is responsible in law.

- 10.3 The obligations of the Owner to indemnify the City under the provisions of this Agreement shall survive any termination or release in whole or in part of this Agreement, notwithstanding anything contrary in this Agreement.

SECTION 11

COMMENCEMENT

- 11.1 This Agreement shall commence on the date of execution and delivery hereof by the Owner and the City.

SECTION 12

PAYMENTS

- 12.1 [intentionally omitted]

SECTION 13

FORCE MAJEURE

- 13.1 Notwithstanding anything in this Agreement to the contrary, if the Owner or the City are bona fide delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, material or labour shortage, restrictive government laws, including but not limited to issuance of required permits, regulations or directives, acts of public enemy, war, terrorism, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood; explosion or other act of God, then the performance of such obligation is excused for so long as such cause exists, and the Party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause.

SECTION 14

NOTICES

- 14.1 Any notices required or desired to be given to any of the Parties in connection with this Agreement, or arising therefrom, shall be in writing and shall be personally delivered or sent by facsimile transmission or other means of instantaneous transmission in regular commercial usage at such time, verified by a transmission report as follows:

i) To the Owner at:

2252579 Ontario Inc.
261 Arnold Ave.
Thornhill, ON L4J 1C3
Email: petrogold@rogers.com

And to the Owner's solicitor at:

Isaac Tang
Borden Ladner Gervais LLP
22 Adelaide Street West, Suite 3400
Toronto, ON M5H 4E3
Email: itang@blg.com

ii) To the City at:

City Clerk
Toronto City Hall
13th Floor, 100 Queen St. W.
Toronto ON M5V 2N2

Fax: (416) 397-4900

And to the City Solicitor at:

City Solicitor
Metro Hall,
26th Floor, 55 John Street
Toronto, ON M5V 3C6

Fax: (416) 397-5624

14.2 The Parties agree to notify each other immediately, in writing, of any changes of address or of facsimile number or electronic address from those set out above.

14.3 Notice shall be deemed to have been received by a Party on the date of personal delivery or telecopier or electronic transmission.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF the Parties have affixed their corporate seals under the hands of their officers duly authorized in that regard.

EXECUTED at Toronto, this _____ day of _____, 2020.

2252579 ONTARIO INC.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

CITY OF TORONTO

Per: _____

Name: _____

Title: _____

APPROVED AS TO FORM

For Wendy Walberg
City Solicitor

Authorized by Section 415-18 of the City of Toronto Municipal Code as replaced by By-law No. 580-2009 delegating signing authority to the Chief Planner and his or her representatives

I/We have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF THE SITE

PT LT 28 W/S ROBERT ST, 29 W/S ROBERT ST PL D10 TORONTO; PT 3 FT STRIP PL 87
TORONTO AS IN WA97679; S/T INTEREST IN WA97679; CITY OF TORONTO

Land Titles Division of the Toronto Registry Office (No. 66), City of Toronto and Province of
Ontario

SCHEDULE "B"

TORONTO LOCAL APPEAL BODY DECISION

SCHEDULE "C"
PHOTOMETRICS PLAN

SCHEDULE "D"

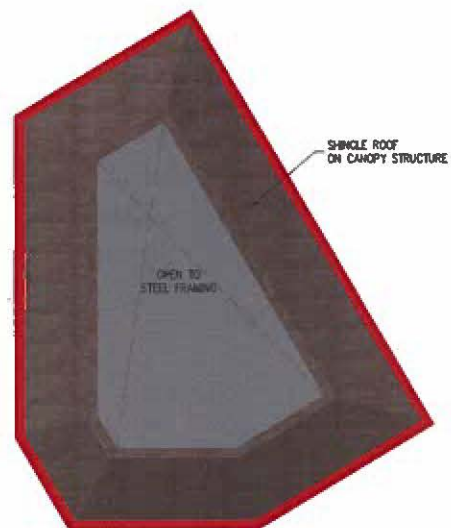
SITE PLAN

DRAWING LEGEND

---	PROPERTY LINE
---	SURFACE COVER (EXISTING)
---	SURFACE COVER (PROPOSED)
○	HYDRO POLE / LIGHT POLE
●	FIRE HYDRANT
---	WOOD FENCE (EXISTING)
---	WOOD FENCE (PROPOSED)



① CANOPY ISOMETRIC VIEW
Scale: 1:50

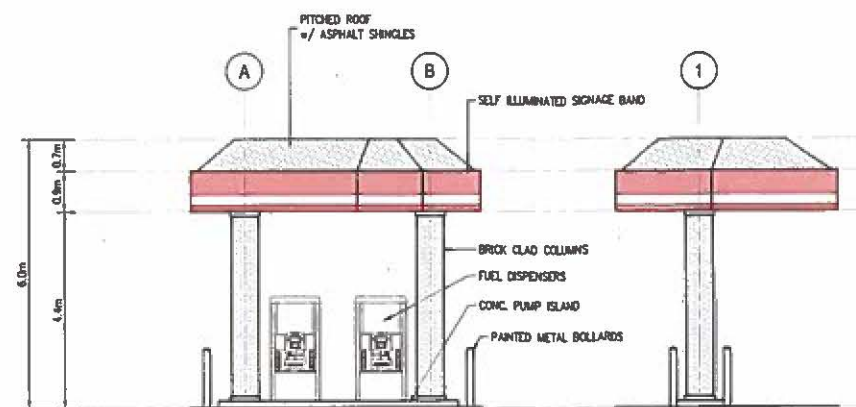
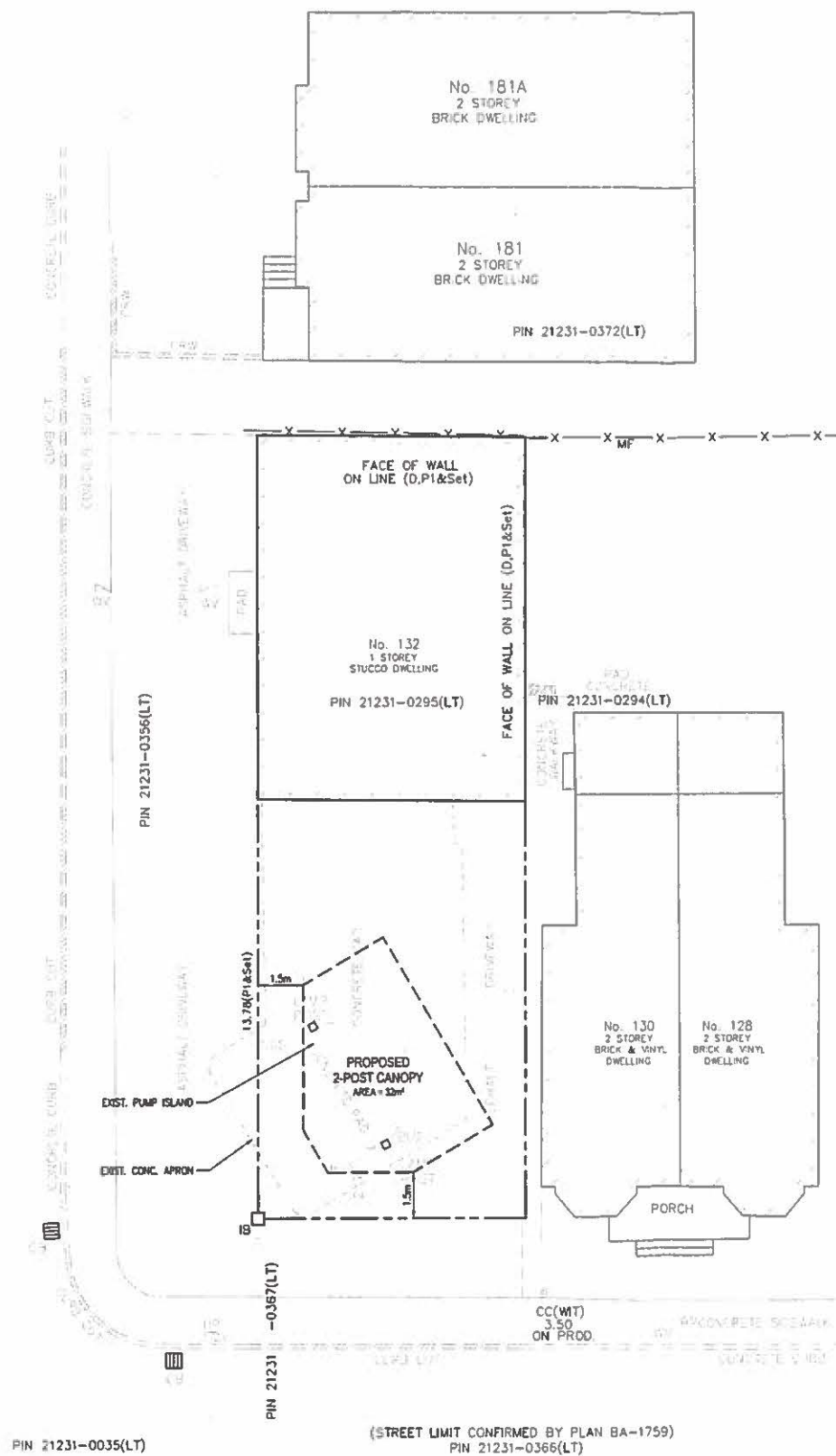


② CANOPY PLAN VIEW
Scale: 1:50

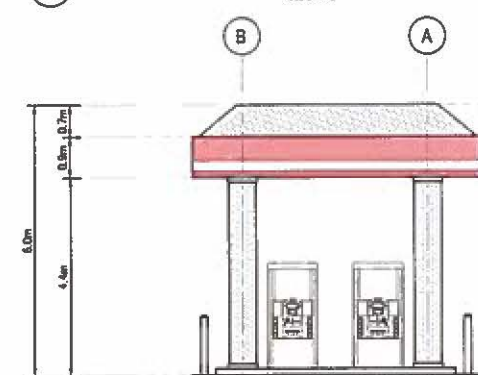
MAJOR STREET

APPROXIMATE CENTRE LINE OF FAIRMOUNT

③ SITE PLAN
Scale: 1:100

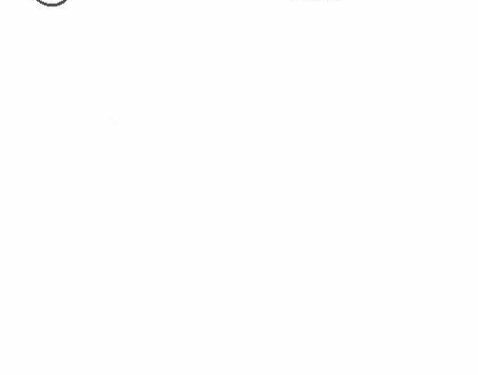


④ WEST ELEVATION
Scale: NTS



⑤ SOUTH ELEVATION
Scale: NTS

⑥ EAST ELEVATION
Scale: NTS



⑦ NORTH ELEVATION
Scale: NTS



KEY PLAN - NOT TO SCALE

THESE DESIGN DOCUMENTS ARE PREPARED SOLELY FOR THE USE BY THE PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS ENTERED INTO A CONTRACT AND THERE ARE NO REPRESENTATIONS OF ANY KIND MADE BY THE DESIGN PROFESSIONAL TO ANY PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS NOT ENTERED INTO A CONTRACT.

DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY ERRORS AND OMISSIONS TO THE ENGINEER. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS MARKED AS 'ISSUED FOR CONSTRUCTION', CERTIFIED AND DATED.

LEGAL DESCRIPTION

PART 1) PLAN OF PART OF LOTS 28 AND 29 WEST SIDE OF ROBERT STREET PART OF 3 FOOT RESERVE REGISTERED PLAN 87 CITY OF TORONTO

REFER TO LEGAL SURVEY BY VLADIMIR DOSEN SURVEYING JOB #19145, DATED MAY 15, 2019

REV.	DATE	REMARKS
7	16JAN20	FOR APPROVAL
6	18NOV19	ADDED TRUCK ROUTE
5	07NOV19	REVISED PER COMMENTS
4	04OCT19	REVISED FOR VARIANCE
3	30JUL19	ISSUED FOR VARIANCE
2	29APR19	ADDED CANOPY ELEVATIONS
1	18NOV18	ISSUED FOR CANOPY PERMIT
0	05NOV18	ISSUED FOR APPROVAL

ZOLTAN ENGINEERING

4380 S Service Road, Suite #25
Burlington, ON L7L 5Y6
905.331.8307
www.zoltanengineering.com

PROJECT TITLE

PROPOSED GAS CANOPY
132 HARBORD STREET
TORONTO, ONTARIO

DRAWING TITLE

SITE PLAN

SCALE

AS NOTED

DATE 16JAN20

DRAWN EP

DESIGNED ZL

CHECKED ZL

PROJECT No.

19-717

SHEET No.

SP-1

1



SCALE: 1:100

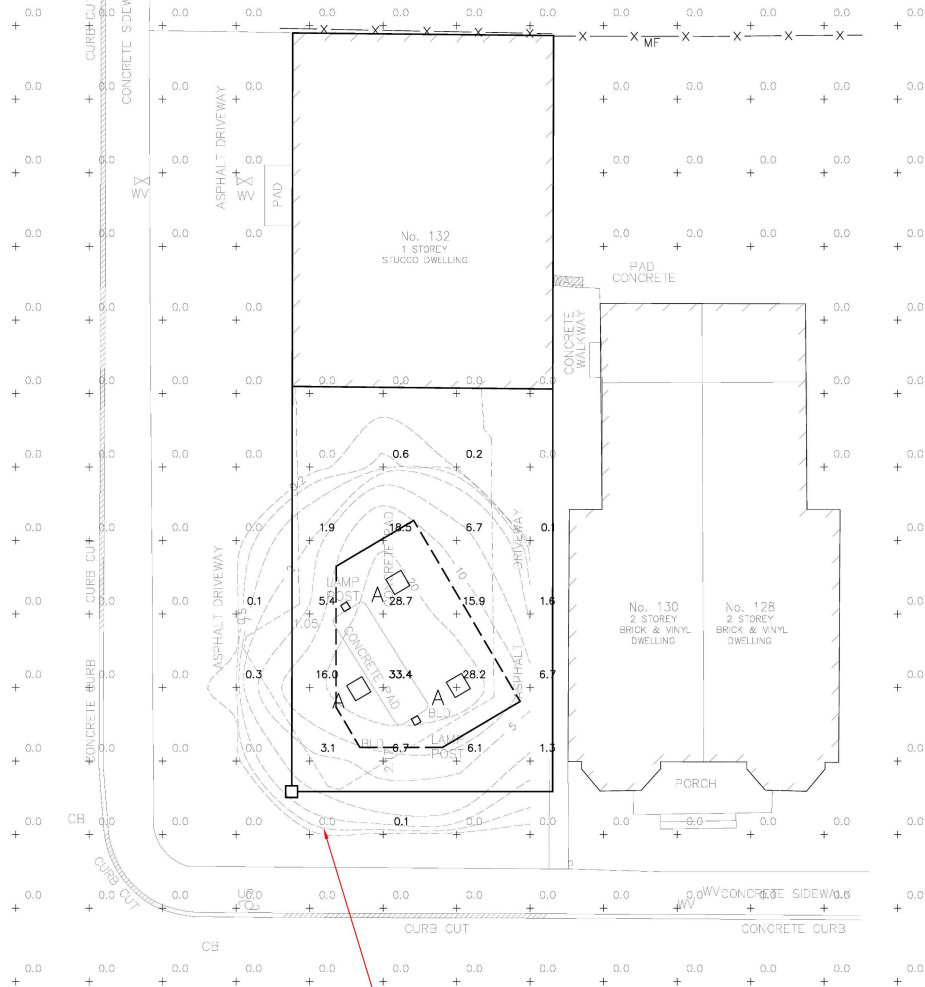
MAJOR STREET
APPROXIMATE CENTRE LINE OF PAVEMENT

○ MH

○ MH

HARBORD STREET
APPROXIMATE CENTRE LINE OF PAVEMENT

Appendix 3



RESIDENT NOTE:
0 FOOTCANDLES BEYOND THE PROPERTY LINE
MEANS THERE WILL BE NO NEGATIVE LIGHT POLLUTION ON THE STREET
PROVIDED THE CONTRACTOR INSTALLS THE SPECIFIED CANOPY LIGHTS

LAMP LEGEND

CREE ESA SERIES: ESAADS856CMDSGCFF12035K (525mA)
LUMINAIRE TESTING LABORATORY, INC. TEST REPORT NO. 20514
LAMP(S): 56 WHITE LEDS WITH CLEAR PLASTIC OPTICS BELOW EACH BALLAST:
LED POWER SUPPLY: TWO BETA LED DRIVERS
CANDELA FILE 'LTL20514.IES'
1 LAMP(S) PER LUMINAIRE, PHOTOMETRY IS ABSOLUTE
LIGHT LOSS FACTOR = 0.800
WATTS PER LUMINAIRE = 107
NUMBER LOCATIONS = 3
NUMBER LUMINAIRES = 3
KW ALL LOCATIONS = 0.3
OCCURRENCES: 3 AT MOUNTING HEIGHT 4.87m



GENERAL NOTES

- DO NOT SCALE DRAWINGS. ALL LOCATIONS AND SITE CONDITIONS ARE TO BE REVIEWED & CONFIRMED BY THE CONTRACTOR/OWNER/SUPPLIER PRIOR TO ORDERING EQUIPMENT.
- ALL CABLE/CONDUIT ROUTING AND TERMINATIONS WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR AND WILL SUIT FIELD CONDITIONS AND EQUIPMENT LOCATION.
- ALL SHOW EQUIPMENT IS IN THE APPROXIMATE LOCATION. FINAL LOCATION TO SUIT FIELD CONDITIONS.
- PHOTOMETRIC DOES NOT ACCOUNT FOR ADDITIONAL LIGHTING FROM OTHER POSSIBLE SOURCES INCLUDING EXISTING LIGHTING FIXTURES ON ADJACENT OR CITY PROPERTIES.
- POSSIBLE FASCIA LIGHTING ON CANOPY OR LIGHTING SPILLAGE FROM WITHIN PROPOSED BUILDING IS NEGLIGIBLE AND IS NOT CAPTURED.
- ELECTRICAL CONTRACTOR TO INSTALL ALL FIXTURES ACCORDING TO THE LATEST EDITION OF THE ELECTRICAL CODE AND MANUFACTURERS' RECOMMENDATIONS.
- ALL EXTERIOR LIGHTING SHALL BE CONTROLLED BY PHOTOVOLTAIC SENSORS.
- ELECTRICAL CONTRACTOR SHALL:
 - PROVIDE ALL LABOUR, MATERIAL, AND EQUIPMENT NECESSARY TO COMPLETE ALL ELECTRICAL WORK TO ALL APPLICABLE CODES, BEST INDUSTRY PRACTICES, AND WORKMANSHIP.
 - COORDINATE INSTALLATION OF ELECTRICAL FEEDS WITH OWNER AND OTHER TRADES.
 - APPLY FOR, OBTAIN AND PAY FOR ALL PERMITS, LICENSES, INSPECTIONS, EXAMINATIONS, AD FEES REQUIRED TO COMPLETE ALL ELECTRICAL WORK. ITEMS INCLUDE BUT NOT LIMITED TO ESA REVIEWS, INSPECTIONS, AND APPROVALS, THIRD PARTY VERIFICATION, ETC..

NOTE:

ALL LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS ONLY.

THIS LIGHTING PLAN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH THE ILLUMINATING ENGINEERING SOCIETY (IES) APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY DUE TO CHANGES IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS/LEDS AND OTHER VARIABLE FIELD CONDITIONS. CALCULATIONS DO NOT INCLUDE OBSTRUCTIONS SUCH AS CURBS, LANDSCAPING, OR ANY OTHER ARCHITECTURAL ELEMENTS UNLESS NOTED.

ALL FIXTURES TO HAVE A CCT OF 3000K OR LESS. CONTRACTOR TO SUBMIT PRODUCT FOR APPROVAL PRIOR TO INSTALLATION

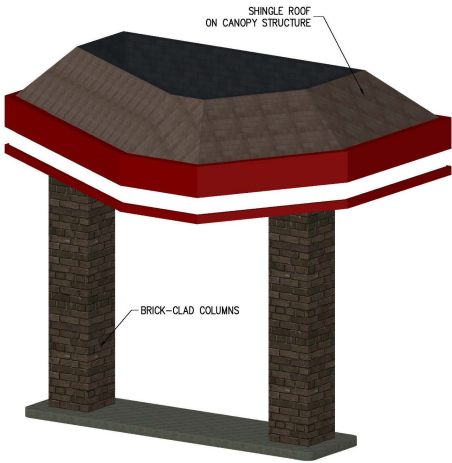
SITE CALC

141 POINTS AT Z=0,
SP 2.5m BY 2.5m

HORIZONTAL FOOTCANDLES

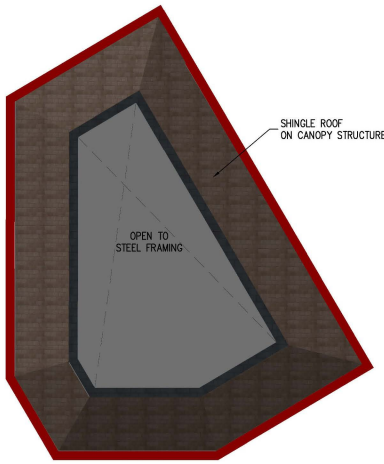
AVERAGE 1.3
MAXIMUM 33.4
MINIMUM 0.0
AVG-MIN N/A
MAX-MIN N/A
COEF VAR 3.91
UNIFGRAD N/A

ALL CANOPY LIGHTS TO BE MOTION-SENSOR EQUIPPED TO PREVENT UNNECESSARY
LIGHT POLLUTION EFFECTS TO THE STREET AND NEIGHBORING PROPERTIES



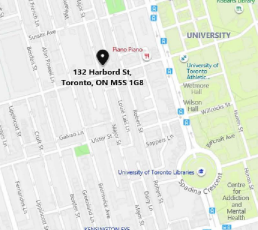
2 CANOPY ISOMETRIC VIEW

Scale: 1:50



3 CANOPY PLAN VIEW

Scale: 1:50



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REFER TO LEGAL SURVEY BY VLADIMIR DOSEN
SURVEYING JOB #19145, DATED MAY 15, 2019

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1	07NOV19	ISSUED FOR APPROVAL
0	05NOV19	ISSUED FOR APPROVAL

**ZOLTAN
ENGINEERING**

4380 S Service Road, Suite #25
Burlington, ON L7L 5Y6
www.zoltanengineering.com

PROJECT TITLE

PROPOSED GAS CANOPY

132 HARBORD STREET
TORONTO, ONTARIO

DRAWING TITLE

PHOTOMETRICS PLAN

SCALE AS NOTED

DATE 18NOV19

DRAWN EP

DESIGNED ZL

CHECKED ZL

PROJECT No.

SHEET No.

