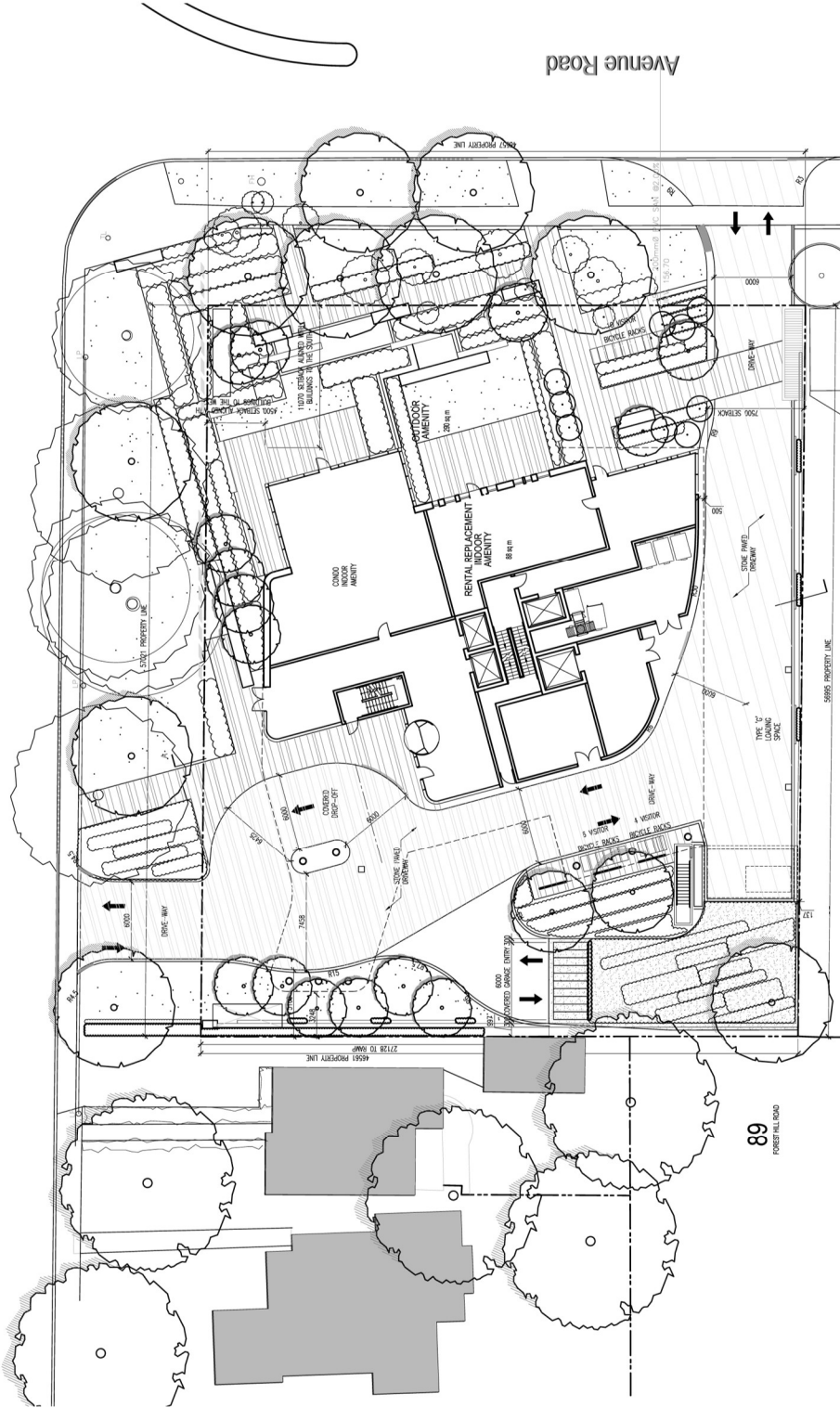


**Attachments to Confidential Attachment 1
– Made Public by City Council on January 26 and 27, 2010**

620 Avenue Road, 215-217 Lonsdale Road- OMB Hearing

Date:	January 8, 2010
To:	Toronto and East York Community Council
From:	City Solicitor

Lonsdale Road



Site Plan

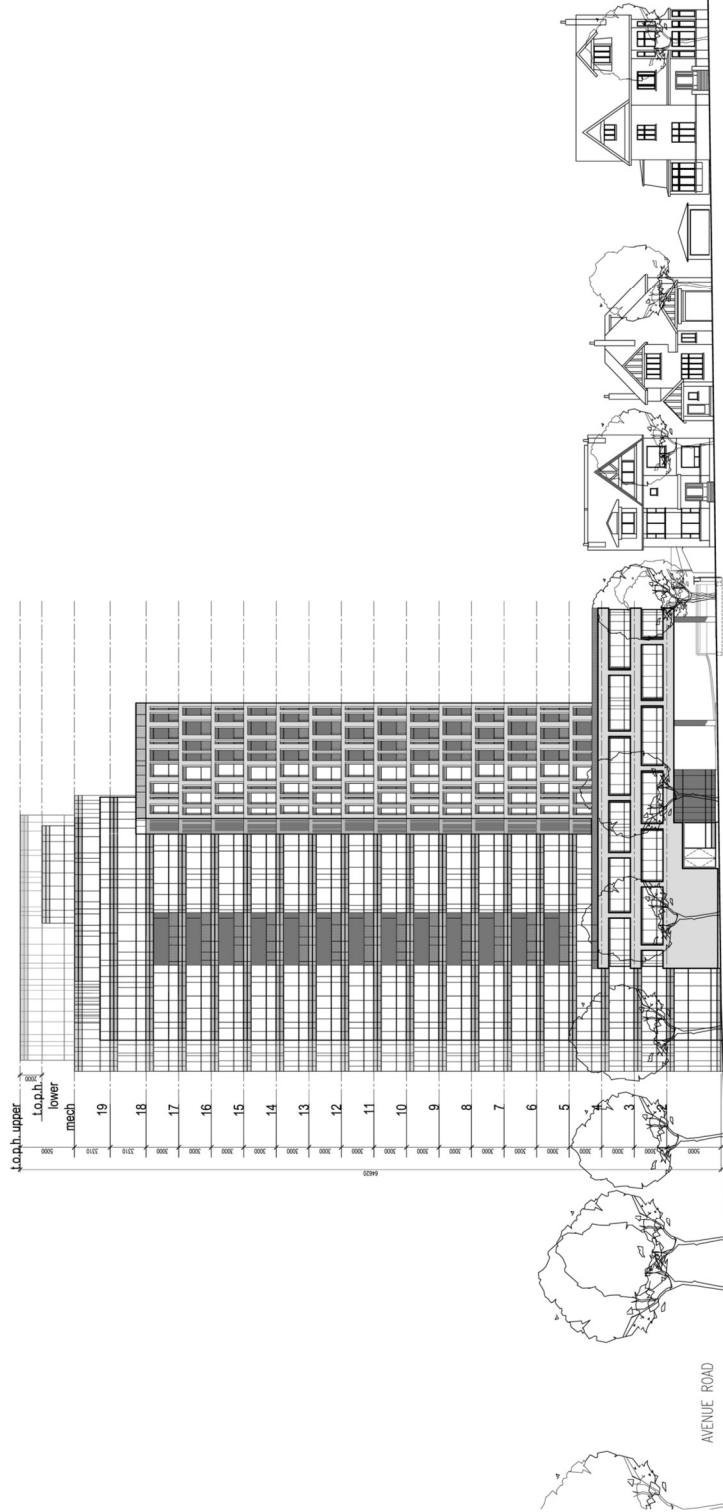
Applicant's Submitted Drawing

Not to Scale
01/08/2010



620 Avenue Road (215 and 217 Lonsdale Rd)

File # 06_130137 & 07_287745



Lonsdale Avenue Elevation

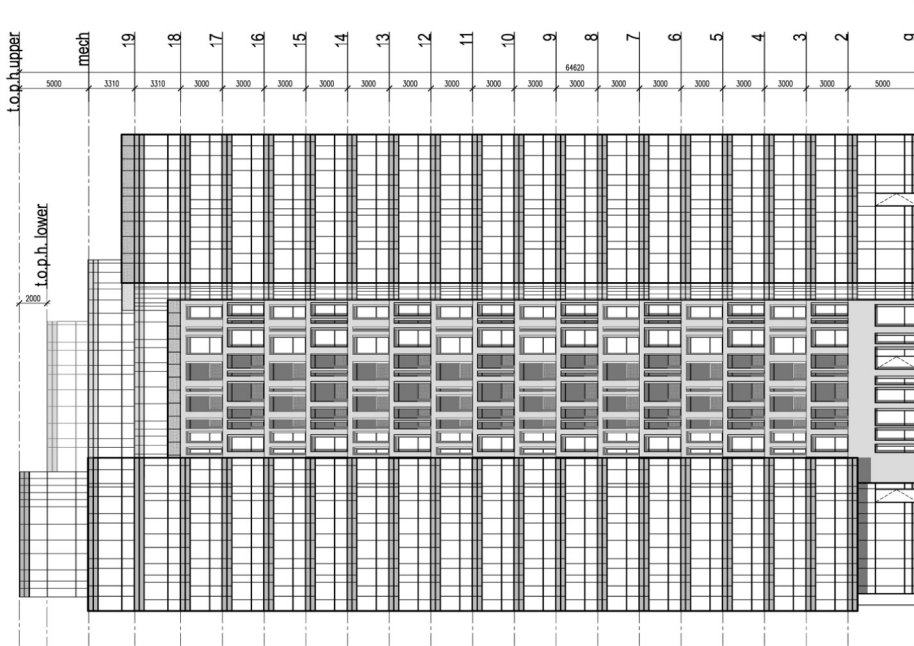
Elevations

620 Avenue Road (215 and 217 Lonsdale Rd)

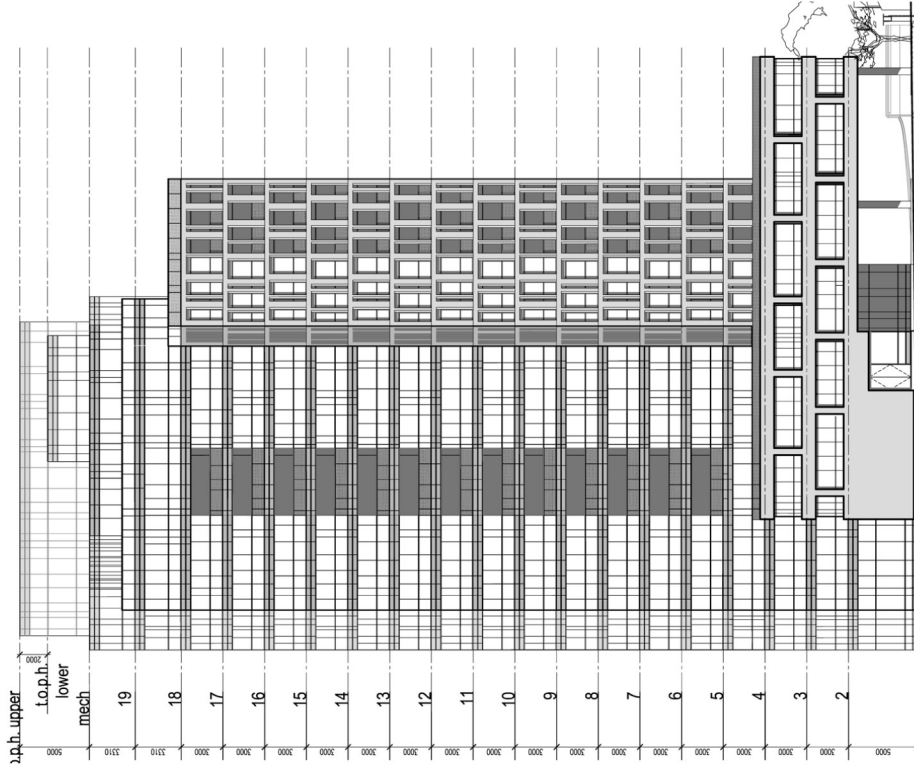
Applicant's Submitted Drawing

Not to Scale
01/08/2010

File # 06_130137 & 07_287745



East Elevation



North Elevation

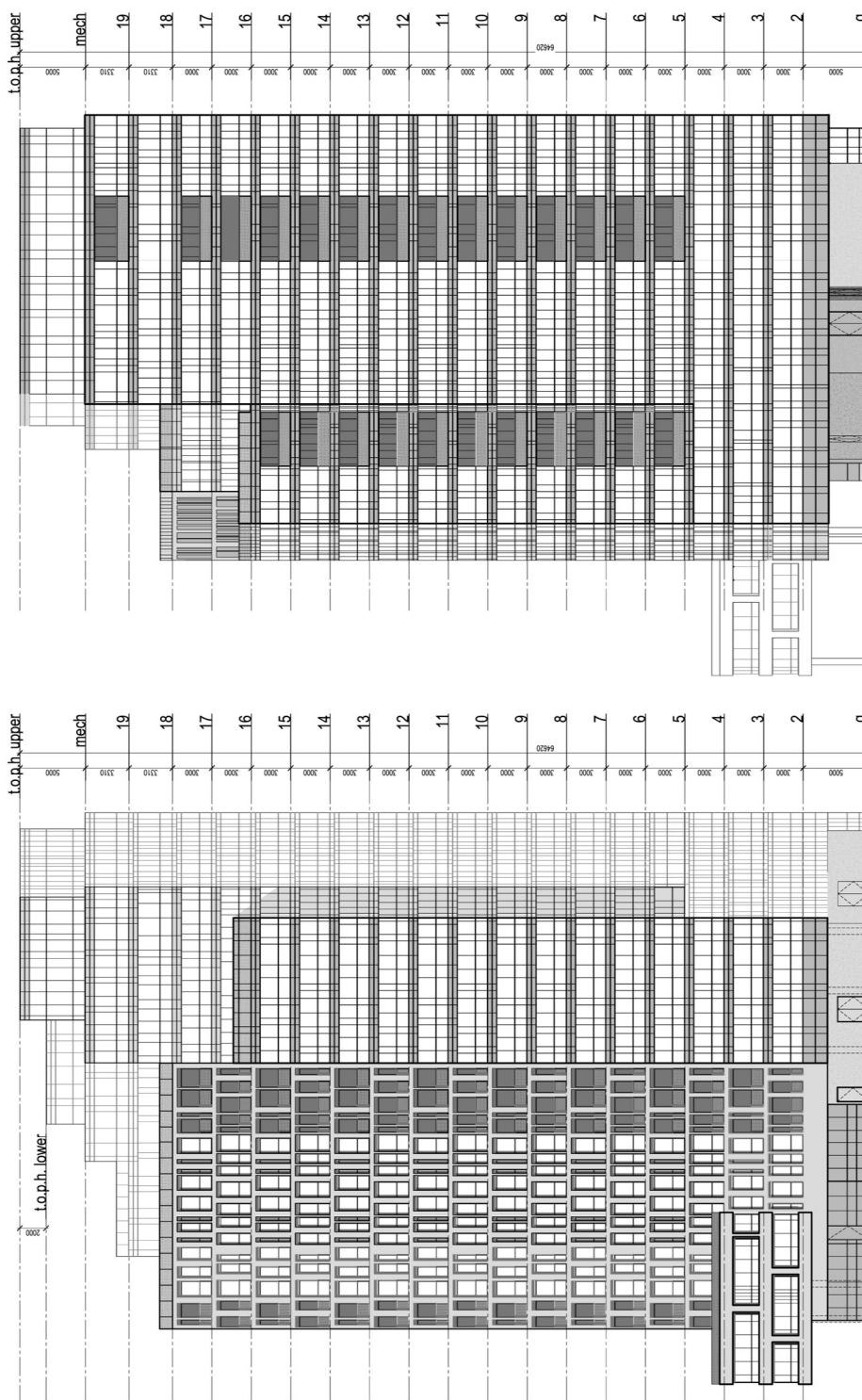
Elevations

620 Avenue Road (215 and 217 Lonsdale Rd)

Applicant's Submitted Drawing

Not to Scale
01/08/2010

File # 06_130137 & 07_287745



South Elevation

Southwest Elevation

Elevations
 Applicant's Submitted Drawing
 Not to Scale
 01/08/2010

620 Avenue Road (215 and 217 Lonsdale Rd)

File # 06_130137 & 07_287745

SCHEDULE “A”

SETTLEMENT PROPOSAL TO CITY OF TORONTO (WITHOUT PREJUDICE AND CONFIDENTIAL UNTIL ACCEPTED)

1. City Council supports an official plan amendment to the former City of Toronto Official Plan substantially in accordance with Attachment “1”, a zoning by-law amendment to By-law 438-86, as amended, substantially in accordance with Attachment “2”, and any necessary modification to the new City of Toronto Official Plan, which provide for the development of the subject lands, substantially in accordance with the following plans prepared by Diamond and Schmitt Architects Incorporated permitting residential and accessory uses, dated January 5, 2010 (the “Plans”):
 - (a) A004 – Site Plan;
 - (b) A101 – Ground Floor Plan;
 - (c) A102 – Plan Level 2-3;
 - (d) A103 – Plan Level 4;
 - (e) A104 – Plan Level 5-15;
 - (f) A105 – Plan Level 16-17;
 - (g) A106 – Plan Level 18;
 - (h) A107 – Plan Level 19;
 - (i) A108 – Mechanical Penthouse Plan;
 - (j) A109 – Roof Plan;
 - (k) A301 – East Elevation/North Elevation;
 - (l) A302 – South West Elevation/South Elevation;
 - (m) A303 – Lonsdale Avenue Elevation; and
 - (n) A401 – Section A-A.

2. The implementing by-laws shall require the provision and maintenance of the following facilities, services, and matters by the owner at its expense, and in accordance with the Section 37 Agreement required in Item 3 below, in exchange for the increases in height and density pursuant to Section 37 of the *Planning Act*:
 - (a) A rental housing replacement package which provides for the replacement of 44 rental housing units on the site for at least 20 years, as further described in Attachment “3” (Rental Replacement Term Sheet) forming part of these recommendations;
 - (b) Reasonable commercial efforts to obtain a minimum of LEED Silver certification of the development and provide documentation respecting the certification process for the development to the City;
 - (c) The owner will be required to incorporate in the construction of the building exterior materials generally as shown on 1:50 scale drawings of the first four storeys of the proposed building with building materials labelled to the satisfaction of the Chief Planner and Executive Director, City Planning Division. Such exterior materials and drawings shall be secured in the Section 37

Agreement as a legal convenience, recognizing that the drawings may be subject to change but only if so determined through the site plan process;

- (d) The owner will be required to submit, to the satisfaction of the Chief Planner and Executive Director of the City Planning Division, an appropriate Construction Mitigation Plan and Resident Communication Strategy prior to the issuance of the first building permit (including excavation permit);
 - (e) The owner will be required to provide and maintain an irrigation system for the proposed trees within the public road allowances, including an automatic timer designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and constructed with backflow preventer to the satisfaction of the Executive Director, Technical Services.
3. The services, facilities, and matters set out in Item 2 above shall be secured in an agreement under Section 37 of the *Planning Act* between the owner and the City, which agreement shall be registered on title to the subject site to the satisfaction of the City Solicitor.
4. Permission is granted under Section 33 of the *Planning Act*, and any other necessary approvals under other applicable legislation, which is required to permit the demolition of the buildings located at 620 Avenue Road, 215 Lonsdale Road, and 217 Lonsdale Road, subject to the following:
- (a) Demolition of the two on-site houses (215 and 217 Lonsdale Road) is permitted upon the issuance of a building permit for an on-site rental/sales office or the issuance of a shoring and excavation permit for the proposed development, whichever occurs first, subject to the requirements of Item 5 below with respect to 215 Lonsdale Road;
 - (b) Demolition of existing rental apartment building (620 Avenue Road) is permitted upon issuance of a foundation permit for the proposed development.
5. Based on the submission by the owner of a “Notice of Intention to Demolish a Listed Building” for 215 Lonsdale Road on November 12, 2009 and compliance with the 60 day notice requirements of Chapter 103 of the City’s Municipal Code and Section 27(3) of the *Ontario Heritage Act*, the City does not oppose the demolition of 215 Lonsdale Road, subject to the submission of photographic documentation of the building located at 215 Lonsdale Road to the satisfaction of the Manager, Heritage Preservation Services;
6. Subject to the submission by the owner of a complete application and fees for the removal of private and City-owned trees as identified in the Revised Arborist Report prepared by Ferris + Associates dated October 2, 2009 (identified as private tree Nos. T5, T6, T7, T8, T9, and T9a and City-owned tree Nos. T11, T12, T13, T14, T15, and T16) and for permission to injure City-owned Tree No. 2, the City approves the removal and injury, as the case may be, of such trees, subject to compliance with the City's 3:1 private tree replacement policy (or cash-in-lieu) and the compliance with the City’s tree

protection methodology for existing street trees, subject to the reduction of the tree protection zone for Tree No. 2 to permit the construction and shoring of the underground parking garage;

7. Confirmation is given that the owner submitted a Complete Site Plan Application prior to January 31, 2010 and is therefore exempt from the requirements of Section 492-2 of the City of Toronto's Municipal Code (Green Roofs)
8. Permission for an on-site rental/sales office is to be included in the zoning by-law amendment which may be located within an existing building or a new structure;
9. Site Plan Approval of the Plans is supported subject to the City's standard conditions of site plan approval and the requirements to enter into and register a Site Plan Agreement satisfactory to the City Solicitor in consultation with the Chief Planner and Executive Director, City Planning Division;
10. That the appropriate City officials be authorized to take such further and other steps as are required to implement the intent of this settlement, including but not limited to such stylistic, technical, and other changes to the Draft Official Plan Amendment (Attachment "1") and Draft Zoning By-law Amendment (Attachment "2") as may be required to give effect to the intent of this settlement.
11. The owner shall pay a cash-in-lieu of parkland dedication in an amount equal to the value of 5% of the land, which would otherwise be required to be conveyed to the City for park and other recreational purposes under Section 42(1) of the *Planning Act*, in fulfillment of all City requirements for parkland dedication or cash-in-lieu of parkland payments under the *Planning Act*, the *Condominium Act*, or otherwise.
12. Upon acceptance of this settlement proposal by the City and upon the Final Order of the Ontario Municipal Board ("OMB") being final and binding, the owner shall forthwith notify the OMB in writing that it is withdrawing its appeal to the City's new Official Plan, subject to any necessary modifications in accordance with Item 1.

ATTACHMENT “1”
OFFICIAL PLAN AMENDMENT
CITY OF TORONTO

BY-LAW NO. • -2010 (OMB)

To adopt Amendment No. • to the Official Plan for the former City of Toronto with respect to lands municipally known as 620 Avenue Road and 215-217 Lonsdale Road

WHEREAS the Ontario Municipal Board, pursuant to its Orders, issued on •, 2010, having held a hearing deems it advisable to amend the Official Plan for the former City of Toronto;

THEREFORE the Official Plan for the former City of Toronto is amended by the Ontario Municipal Board as follows:

13. The text and map annexed hereto as Schedule “A” are hereby adopted as an amendment to the Official Plan for the former City of Toronto.
14. This is Official Plan Amendment No. •.

PURSUANT TO THE ORDERS OF THE ONTARIO MUNICIPAL BOARD ISSUED ON •, 2010 IN BOARD FILE NO. PL09•.

SCHEDULE A:

OFFICIAL PLAN AMENDMENT

15. Section 18 of the Official Plan for the former City of Toronto is hereby amended by adding the following Section 18.● and the attached Map 18.●.

"18.●	Lands municipally known in the year 2009 as 620 Avenue Road and 215-217 Lonsdale Road.
-------	---

Despite the provisions of this Plan, Council may pass by-laws applicable to the *lot* delineated by heavy lines on Map 18.●, to permit the erection and use of buildings on the *lot* containing residential uses with up to a maximum *residential gross floor area* of 12,750 square metres, excluding the area of the *replacement component*, provided:

- (a) The owner of the *lot* enters into an agreement pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, to secure the facilities, services and matters referred to below, which agreement shall be registered against the title of the *lot* in the manner and to the extent specified in such agreement. The owner of the *lot*, at the owner's expense and in accordance with, and subject to the agreements referred to above, shall provide the following facilities, services and/or matters on terms satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor:
- (i) the owner of the portion of the *lot* containing the *replacement component* shall provide at least 44 new rental replacement *dwelling units* within the *replacement component* of the building, of which not less than 8 *dwelling units* shall be provided as affordable rental replacement *dwelling units* and not less than 35 shall be provided as mid-range rental replacement *dwelling units*, as such terms are defined in the agreement, subject to the following:
- A. the rental replacement *dwelling units* shall be maintained as rental units for at least 20 years, beginning with the date that such units are (i) available for occupancy or (ii) the initial commencement date in a signed offer to lease for each rental replacement *dwelling unit*, whichever is later (the "Commencement Date"). None of the rental *dwelling units* shall be registered as condominium or any other form of ownership such as life lease or co-ownerships which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish the rental *dwelling units* without replacement can be made for at least 20 years from the Commencement Date for each *dwelling unit*. If the tax rate were to increase such that the owner is paying more tax than they would if the rental replacement *dwelling units* were registered as a condominium, the owner will have the right to apply to convert the rental *dwelling units* to

condominium prior to the expiry of the 20 year period, provided the rental *dwelling units* remain as rental *dwelling units* until the owner obtains the approval to convert the *dwelling units* to condominium.;

- B. all of the rental replacement *dwelling units* shall be ready and available for occupancy no later than the date by which 60% of the other *dwelling units* erected on the *lot* after the date of enactment of this amendment are available and ready for occupancy;
- C. the owner shall provide and maintain affordable rents charged to the tenants who rent each of the 8 affordable rental replacement *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount based on the 2005 Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the affordable rental replacement *dwelling units* are available for initial occupancy;
- D. the owner shall provide and maintain mid-range rents charged to the tenants who rent 22 of the 35 mid-range rental replacement *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range rental replacement *dwelling units* are available for initial occupancy;
- E. For the remaining 13 mid-range rental replacement dwelling units, the owner shall provide and maintain mid-range rents charged to the tenants during the first 5 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range rental replacement *dwelling units* are available for initial occupancy;
- F. the 8 affordable rental replacement *dwelling units* shall be comprised of one (1) bachelor *dwelling unit*, six (6) one-bedroom *dwelling units* and one (1) two-bedroom *dwelling unit*;

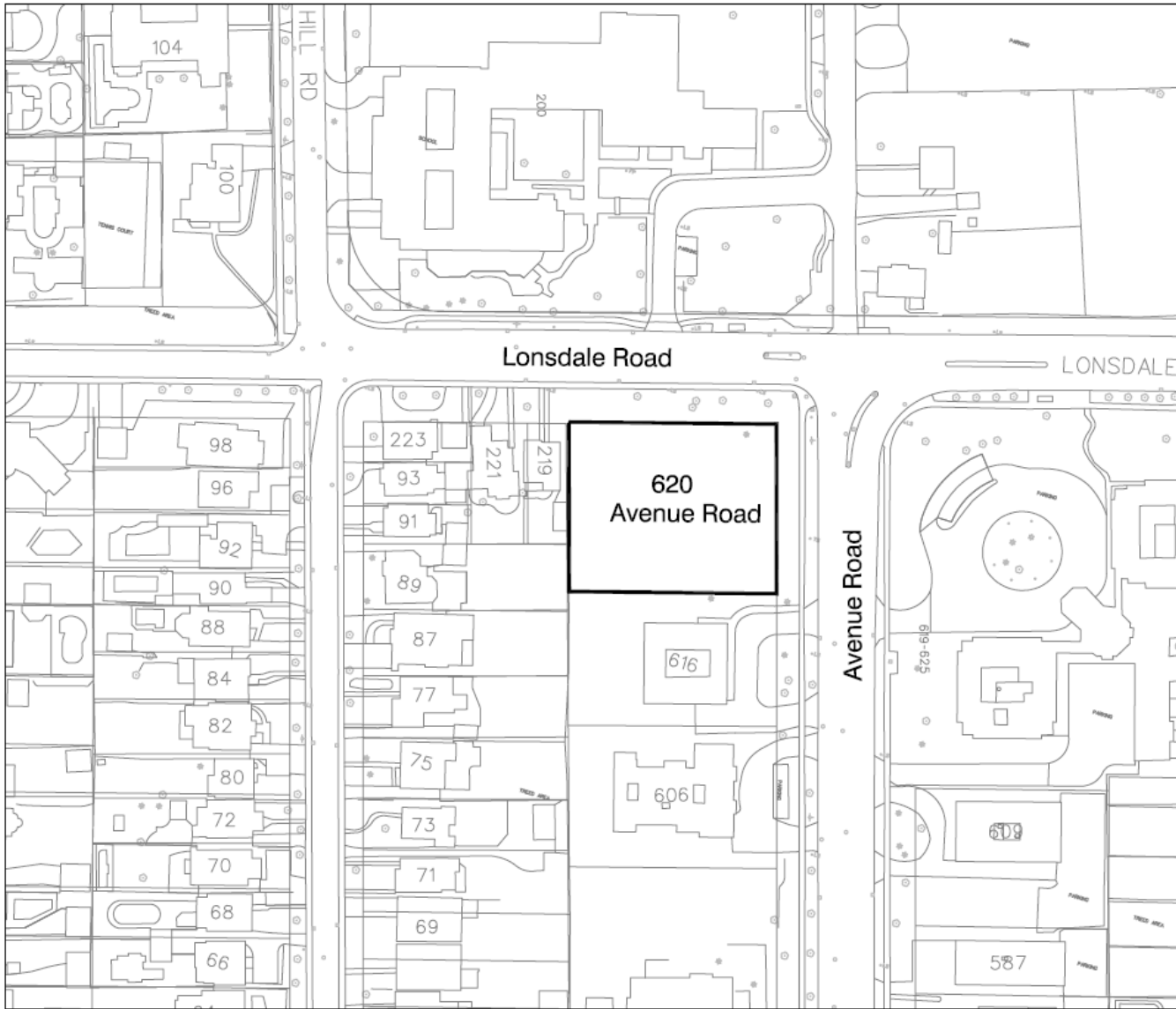
- G. the 22 mid-range rental replacement *dwelling units* subject to the provisions of Section (iv) above, are to be comprised of fourteen (14) bachelor *dwelling units*, five (5) one-bedroom *dwelling units* and three (3) two-bedroom *dwelling units*;
- H. the 13 mid-range rental replacement *dwelling units* subject to the provisions of Section (v) above, are to be comprised of three (3) one-bedroom *dwelling units* and ten (10) two-bedroom *dwelling units*;
- I. Increases to the initial rents charged to tenants occupying any of the 43 affordable or mid-range rental replacement *dwelling units* after the first year of occupancy shall not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases;
- J. Upon turn-over, rents charged to a new tenant occupying any of the 43 affordable or mid-range rental replacement *dwelling units* during the 10 and 5 year periods set forth in Sections (iii), (iv) or (v) above, shall not exceed the greater of the most recently charged rent or the most recently reported Canada Mortgage and Housing Corporation Rental Market Report average rent, or 1.5 times average rent as appropriate for the City of Toronto by unit type;
- K. rents charged to tenants occupying any of the 43 affordable or mid-range rental replacement *dwelling units* , prior to and at the end of the 10 year or 5 year periods set forth in Sections (iii), (iv) and (v) above, shall be subject only to annual increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their *dwelling unit* or until expiry of the rental tenure period set forth in Section (i) above, at which time there shall be a phase-in-period of at least 3 years for rent increases;
- L. rents charged to tenants newly occupying an affordable rental replacement *dwelling unit* or a mid-range rental replacement *dwelling unit* after the completion of the 10 year and 5 year periods set forth in (iii), (iv) and (v) above, will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement;
- M. common laundry facilities shall be provided in the *apartment building* for use by the tenants of the dwelling units provided in the rental replacement component;
- N. the parking rate for each of the 19 *parking spaces* provided for the *replacement component*, when assigned to the occupants of the 43

replacement rental *dwelling units* during the 10 and 5 year periods set forth in Sections (iii) (iv) and (v) above, as appropriate, shall be no more than \$100.00 monthly for the first year of occupancy, and may be increased thereafter annually by no more than the annual provincial rent increase guideline until the expiry of their tenancy or the rental tenure period provided for in Section (i) above; and,

- O. tenant relocation assistance, including the right to return to a replacement rental unit at similar rents, shall be provided to tenants who were resident in the existing building on April 1, 2006 and who remain eligible to receive that assistance as of October 1, 2009.
- (ii) The owner of the *lot* shall make reasonable commercial efforts to achieve LEED Silver certification and shall provide documentation respecting the certification process for the development to the City;
- (iii) The owner of the *lot* will incorporate into the construction of the building the exterior materials generally shown on 1:50 scale drawings of the first four floors of the proposed building with building materials labeled to the satisfaction of the Chief Planner and Executive Director, City Planning Division. Such exterior materials are to be secured in the Section 37 Agreement as a legal convenience, recognizing that the drawings may be subject to change without a need to amend the Section 37 Agreement, but only if so determined through the Site Plan approval process. The maintenance of the materials shall be the responsibility of the owner of the subject portion of the building;
- (iv) The owner of the *lot* will submit, to the satisfaction of the Chief Planner and Executive Director of the City Planning Division, an appropriate Construction Mitigation Plan and Resident Communication Strategy prior to the issuance of the first building permit (excluding excavation permit).
- (v) The owner of the *lot* will be required to provide and maintain an irrigation system for the proposed trees within the public road allowances, including an automatic timer designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and constructed with backflow preventer to the satisfaction of the Executive Director, Technical Services.
- (vi) The owner of the lot shall pay a cash-in-lieu of parkland dedication in an amount equal to the value of 5% of the land, which would otherwise be required to be conveyed to the City for park and other recreational purposes under Section 42(1) of the *Planning Act*, in fulfillment of all City requirements for parkland dedication or cash-in-lieu of parkland payments under the *Planning Act*, the *Condominium Act*, or otherwise.

For the purposes of this Official Plan Amendment, each word or expression which is italicized herein shall have the same meaning as each such word or expression as defined in By-law No. • or By-law No. 438-86, as amended, if such word or expression is not defined in By-law No. •.

LOCATION MAP OF THE LANDS SUBJECT TO AMENDMENT



ATTACHMENT “2”
ZONING BY-LAW AMENDMENT
CITY OF TORONTO
BY-LAW No. • (OMB)

**To amend Zoning By-law No. 438-86, as amended with respect to the lands municipally
known as 620 Avenue Road, 215 and 217 Lonsdale Road**

WHEREAS the Ontario Municipal Board pursuant to Order No. •, dated •, 2010, deems it advisable to amend the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands known municipally in the year 2008 as 620 Avenue Road, 215 and 217 Lonsdale Road; and

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

WHEREAS the owner of the lands hereinafter referred to has elected to provide the facilities, services and matters as hereinafter set forth and to enter into one or more agreements to secure these;

NOW THEREFORE pursuant to Order No. • of the Ontario Municipal Board issued on •, 2010, in Board Case No. PL 090162 File No. PL090136, By-law 438-86, as amended, of the former City of Toronto, is amended as follows:

16. None of the provisions of Section 2(1) with respect to the definitions of *lot*, *grade* and *height*, and Sections 4(2)(a), 4(4)(b), 4(6)(c), 4(12), 6(3) PART I 1., 6(3) PART II, 6(3) PART III 1.(b), 6(3) PART IV 2. of By-law 438-86 as amended, being a by-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in the City of Toronto shall apply to prevent the erection and use of an *apartment building* and uses *accessory* thereto on the *lot*, provided that:
 - (a) the *lot* comprises at least the lands outlined by heavy lines on the attached Map 1;
 - (b) the *apartment building* contains a maximum of 12,750 square metres of *residential gross floor area*, such maximum to exclude the *replacement component*;
 - (c) a maximum of 83 *dwelling units* may be located outside of the *replacement component*;
 - (d) a maximum of 44 *dwelling units* shall be located within the *replacement component*;
 - (e) no portion of a building or structure above the finished ground level are located otherwise than wholly within the areas delineated by heavy lines as shown on

Map 2, with the exception of:

- (i) cornices, sills, pilasters, light fixtures, ornamental elements, eaves, guardrails, canopies, parapets, roof access hatches, window washing equipment, balustrades, underground garage ramps and associated ramp structures, vents, stacks, pipes, stairs, stair enclosures, landscape features, water features, railings, privacy screens, retaining walls, entrance canopies, patios, decks and wheel chair ramps may extend beyond the heavy lines shown on Map 2.;
- (f) the *height* of any buildings or structures shall not exceed those *heights*, in metres above *grade*, following the symbol “H” shown on Map 2, provided that:
 - (i) this does not prevent the erection or use of the structures, elements and enclosures permitted by Section 1. (5) of this By-law;
 - (ii) the provisions of Sections 4(2)(a)(ii)A. and C. of By-law 438-86, as amended, shall apply; and
- (g) *parking spaces* shall be provided on the *lot* in accordance with the following minimum requirements:
 - (i) 19 *parking spaces* shall be provided for the *dwelling units* provided within the *replacement component*;
 - (ii) *parking spaces* shall be provided for all other *dwelling units* in accordance with the following minimum standards:

1 <i>bedroom dwelling units</i>	0.7 <i>parking spaces per dwelling unit</i>
2 <i>bedroom dwelling units</i>	1.0 <i>parking spaces per dwelling unit</i>
3 or more <i>bedrooms</i> in a <i>dwelling unit</i>	1.2 <i>parking spaces per dwelling unit</i>
 - (iii) *parking spaces* for the exclusive use of visitors shall be provided at a rate of 0.12 parking spaces per *dwelling unit* for all *dwelling units* on the *lot*;
- (h) a minimum of one loading space shall be provided on the *lot* in accordance with the following minimum dimensions:
 - (i) 13.0 metres in length
 - (ii) 3.5 metres in width, unless the loading space is vertically enclosed by a wall or fence on both sides, in which case the minimum width shall be 4.0 metres;
 - (iii) a vertical clearance of at least 6.1 metres over at least the first 8.0 metres of the loading space measured from the end of the loading space opposite the entrance to it, and a vertical clearance of at least 4.3 metres over the balance of the loading space; and

- (iv) the floor of at least the first 2.0 metres of the loading space measured from the end of the loading space, opposite the entrance to it, is constructed of concrete and has a slope not exceeding 2 per centum (1 cm in 50 cm)
 - (i) *residential amenity space* shall be provided in accordance with the following:
 - (i) a minimum of 2.0 square metres per *dwelling unit* of indoor and outdoor *residential amenity space* shall be provided for the *dwelling units* contained within the *replacement component*, provided that:
 - A. the indoor *residential amenity space* is provided in a multipurpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and a washroom; and
 - B. at least 40 square metres of the outdoor *residential amenity space* is provided in a location adjoining or directly accessible from the indoor residential amenity space;
 - (ii) a minimum of 1.8 square metres per *dwelling unit* of indoor and outdoor *residential amenity space* shall be provided for the *dwelling units* not contained within the *replacement component*, provided that:
 - A. the indoor *residential amenity space* is provided in a multipurpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and a washroom; and
 - B. at least 40 square metres of the outdoor *residential amenity space* is provided in a location adjoining or directly accessible from the indoor residential amenity space;
 - (iii) notwithstanding the requirements of Sections (i)(a) and (ii)(a) above, if the total amount of *residential amenity space* required by both Sections (i) and (ii) above is provided in one combined multipurpose room, only one kitchen and one washroom is required;
17. The owner of the *lot* is required to enter into an agreement pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, to secure the facilities, services and matters referred to below, which agreement shall be registered against the title of the *lot* in the manner and to the extent specified in such agreement. The owner of the *lot*, at the owner's expense and in accordance with, and subject to the agreements referred to above, shall provide the following facilities, services and/or matters on terms satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor:
- (a) the owner of the portion of the *lot* containing the *replacement component* shall provide at least 44 new rental replacement *dwelling units* within the *replacement component* of the building, of which not less than 8 *dwelling units* shall be provided as affordable rental replacement *dwelling units* and not less than 35 shall be provided as mid-range rental replacement *dwelling units*, as such terms are defined in the agreement, subject to the following:

- (i) the rental replacement *dwelling units* shall be maintained as rental units for at least 20 years, beginning with the date that such units are (a) available for occupancy or (b) the initial commencement date in a signed offer to lease for each rental replacement *dwelling unit*, whichever is later (the “Commencement Date”). None of the rental *dwelling units* shall be registered as condominium or any other form of ownership such as life lease or co-ownerships which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish the rental *dwelling units* without replacement can be made for at least 20 years from the Commencement Date for each *dwelling unit*. If the tax rate were to increase such that the owner is paying more tax than they would if the rental replacement *dwelling units* were registered as a condominium, the owner will have the right to apply to convert the rental *dwelling units* to condominium prior to the expiry of the 20 year period, provided the rental *dwelling units* remain as rental *dwelling units* until the owner obtains the approval to convert the *dwelling units* to condominium.;
- (ii) all of the rental replacement *dwelling units* shall be ready and available for occupancy no later than the date by which 60% of the other *dwelling units* erected on the *lot* after the date of enactment of this amendment are available and ready for occupancy;
- (iii) the owner shall provide and maintain affordable rents charged to the tenants who rent each of the 8 affordable rental replacement *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount based on the 2005 Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the affordable rental replacement *dwelling units* are available for initial occupancy;
- (iv) the owner shall provide and maintain mid-range rents charged to the tenants who rent 22 of the 35 mid-range rental replacement *dwelling units* during the first 10 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range rental replacement *dwelling units* are available for initial occupancy;
- (v) For the remaining 13 mid-range rental replacement *dwelling units*, the owner shall provide and maintain mid-range rents charged to the tenants during the first 5 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing

Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range rental replacement *dwelling units* are available for initial occupancy;

- (vi) the 8 affordable rental replacement *dwelling units* shall be comprised of one (1) bachelor *dwelling unit*, six (6) one-bedroom *dwelling units* and one (1) two-bedroom *dwelling unit*;
- (vii) the 22 mid-range rental replacement *dwelling units* subject to the provisions of Section (iv) above, are to be comprised of fourteen (14) bachelor *dwelling units*, five (5) one-bedroom *dwelling units* and three (3) two-bedroom *dwelling units*;
- (viii) the 13 mid-range rental replacement *dwelling units* subject to the provisions of Section (v) above, are to be comprised of three (3) one-bedroom *dwelling units* and ten (10) two-bedroom *dwelling units*;
- (ix) Increases to the initial rents charged to tenants occupying any of the 43 affordable or mid-range rental replacement *dwelling units* after the first year of occupancy shall not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases;
- (x) Upon turn-over, rents charged to a new tenant occupying any of the 43 affordable or mid-range rental replacement *dwelling units* during the 10 and 5 year periods set forth in Sections (iii), (iv) or (v) above, shall not exceed the greater of the most recently charged rent or the most recently reported Canada Mortgage and Housing Corporation Rental Market Report average rent, or 1.5 times average rent as appropriate for the City of Toronto by unit type;
- (xi) rents charged to tenants occupying any of the 43 affordable or mid-range rental replacement *dwelling units* , prior to and at the end of the 10 year or 5 year periods set forth in Sections (iii), (iv) and (v) above, shall be subject only to annual increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their *dwelling unit* or until expiry of the rental tenure period set forth in Section (i) above, at which time there shall be a phase-in-period of at least 3 years for rent increases;
- (xii) rents charged to tenants newly occupying an affordable rental replacement *dwelling unit* or a mid-range rental replacement *dwelling unit* after the completion of the 10 year and 5 year periods set forth in (iii), (iv) and (v) above, will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement;
- (xiii) common laundry facilities shall be provided in the *apartment building* for use by the tenants of the dwelling units provided in the rental replacement component;

- (xiv) the parking rate for each of the 19 *parking spaces* provided for the *replacement component*, when assigned to the occupants of the 43 replacement rental *dwelling units* during the 10 and 5 year periods set forth in Sections (iii) (iv) and (v) above, as appropriate, shall be no more than \$100.00 monthly for the first year of occupancy, and may be increased thereafter annually by no more than the annual provincial rent increase guideline until the expiry of their tenancy or the rental tenure period provided for in Section (i) above; and,
 - (xv) tenant relocation assistance, including the right to return to a replacement rental unit at similar rents, shall be provided to tenants who were resident in the existing building on April 1, 2006 and who remain eligible to receive that assistance as of October 1, 2009.
- (b) The owner of the *lot* shall make reasonable commercial efforts to achieve LEED Silver certification and shall provide documentation respecting the certification process for the development to the City.
 - (c) The owner of the *lot* will incorporate into the construction of the building the exterior materials generally shown on 1:50 scale drawings of the first four floors of the proposed building with building materials labeled to the satisfaction of the Chief Planner and Executive Director, City Planning Division. Such exterior materials are to be secured in the Section 37 Agreement as a legal convenience, recognizing that the drawings may be subject to change without a need to amend the Section 37 Agreement, but only if so determined through the Site Plan approval process. The maintenance of the materials shall be the responsibility of the owner of the subject portion of the building.
 - (d) The owner of the *lot* will submit, to the satisfaction of the Chief Planner and Executive Director of the City Planning Division, an appropriate Construction Mitigation Plan and Resident Communication Strategy prior to the issuance of the first building permit (excluding excavation permit).
 - (e) The owner of the *lot* will be required to provide and maintain an irrigation system for the proposed trees within the public road allowances, including an automatic timer designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and constructed with backflow preventer to the satisfaction of the Executive Director, Technical Services.
 - (f) The owner of the lot shall pay a cash-in-lieu of parkland dedication in an amount equal to the value of 5% of the land, which would otherwise be required to be conveyed to the City for park and other recreational purposes under Section 42(1) of the *Planning Act*, in fulfillment of all City requirements for parkland dedication or cash-in-lieu of parkland payments under the *Planning Act*, the *Condominium Act*, or otherwise.

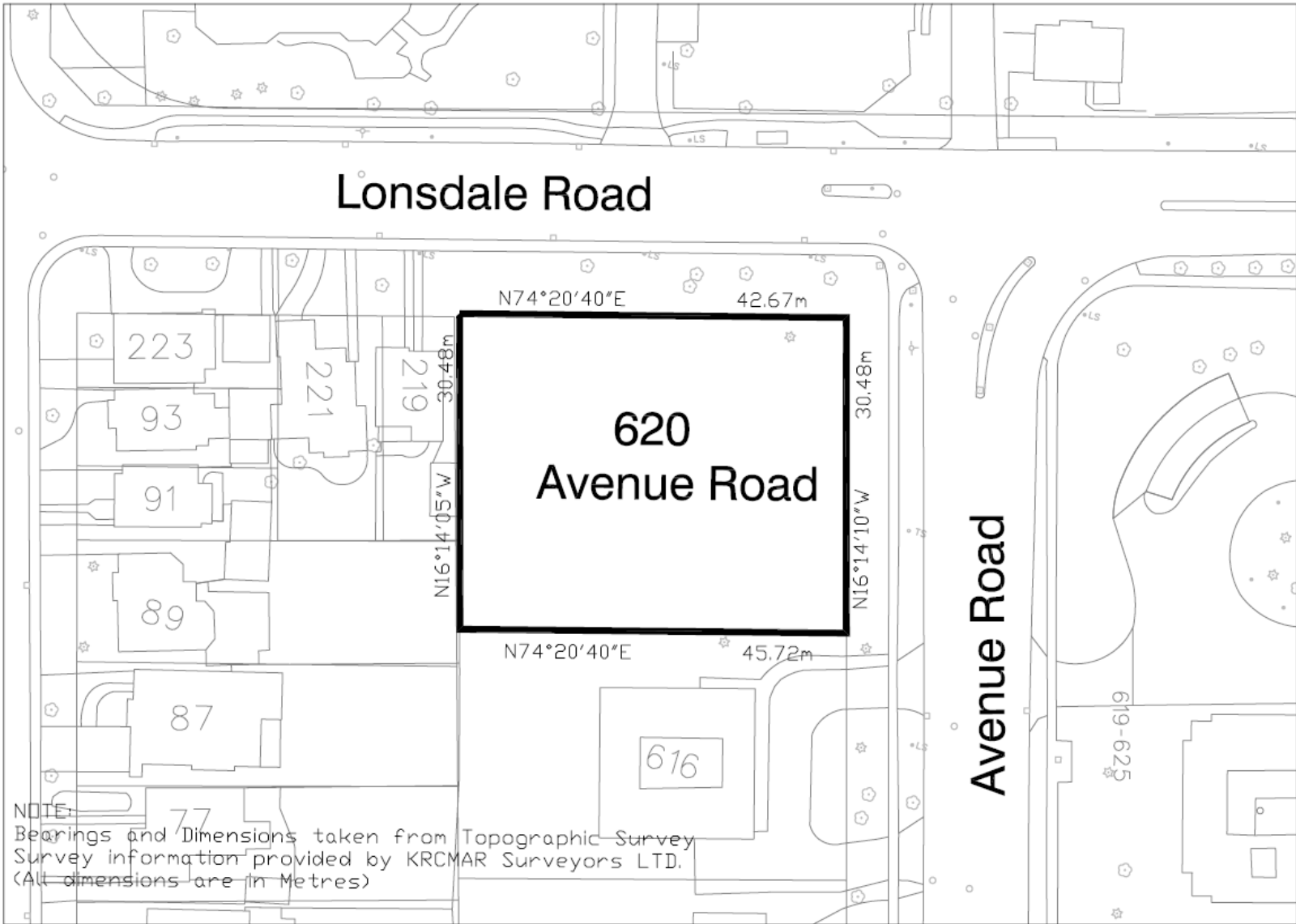
18. None of the provisions of By-law 438-86, as amended, or this By-law, shall apply to prevent a *sales office* on the *lot* as of the date of the passing of this By-law.

19. Definitions:

- (a) for the purpose of this By-law and subject to Section 4(2) below, the terms set forth in italics shall have the same meaning as such terms have for the purposes of By-law 438-86, as amended; and
- (b) the following definitions shall apply:
 - (i) “*grade*” shall mean an elevation of 160.5 metres Canadian Geodetic Datum;
 - (ii) “*height*” shall mean the vertical distance between *grade* and the highest point of the building or structures;
 - (iii) “*replacement component*” shall mean the combined area of the second, third and fourth floors of the *apartment building* to be constructed on the *lot* after the date of enactment of this By-law, containing a minimum of 44 rental replacement *dwelling units* to be secured pursuant to Section 2. of this By-law;
 - (iv) “*sales office*” means a building, facility, office or trailer on the *lot*, including any building or portion of a building existing on the *lot* as of the date of the passing of this By-law, to be used for the purpose of the sale or rental of *dwelling units* to be erected on the *lot*.

20. Despite any existing or future severance, partition, or division of the *lot*, the provisions of this By-law and By-law 438-86, as amended, shall apply to the whole of the *lot* as if no severance, partition or division had occurred.

PURSUANT TO ORDER/DECISION NO. • OF THE ONTARIO MUNICIPAL BOARD, ISSUED ON •, 2010 UNDER BOARD CASE NO. PL09016

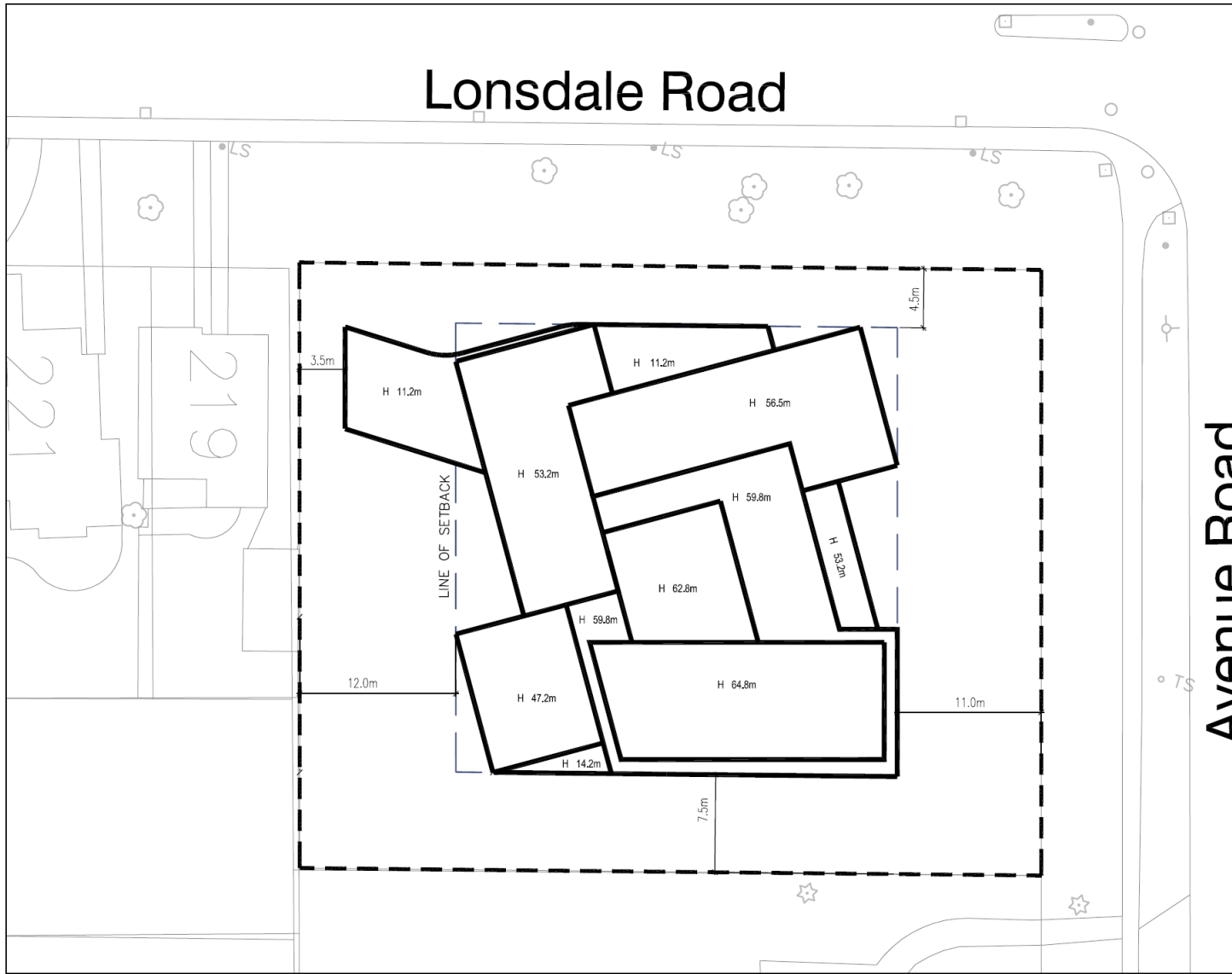


NOTE:
 Bearings and Dimensions taken from Topographic Survey
 Survey information provided by KRCMAR Surveyors LTD.
 (All dimensions are in Metres)

Zoning Bylaw Amendment

Map 1

620 Avenue Road



Zoning By-law Amendment
Map 2

620 Avenue Road
City of

ATTACHMENT “3”

RENTAL REPLACEMENT TERM SHEET

1. The owner shall provide and maintain rental housing including rental dwelling units in three storeys of the building and all associated common areas, including not less than 44 new replacement rental dwelling units, of which not less than 8 dwelling units shall be provided as affordable rental replacement dwelling units and not less than 35 dwelling units shall be provided as mid-range rental replacement dwelling units (the “Rental Replacement Units”), which units shall generally be of the same type and size as in the buildings existing on the lot at the date of enactment of the by-law, to the satisfaction of the City’s Chief Planner and Executive Director, City Planning Division, subject to the following:
 - (a) the Rental Replacement Units shall be maintained as rental units for at least 20 years, beginning with the date that such units are (i) available for occupancy or (ii) the initial commencement date in a signed offer to lease for each unit, whichever is later (the “Commencement Date”). None of the Rental Replacement Units shall be registered as condominium or any other form of ownership such as life-lease or co-ownerships which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish the rental dwelling units without replacement can be made for at least 20 years from the Commencement Date. If the tax rate were to increase such that the owner is paying more tax than they would if the Rental Replacement Units were registered as a condominium, the owner will have the right to apply to convert the Rental Replacement Units to condominium prior to the expiry of the 20 year period, provided the Rental Replacement Units remain as rental dwelling units until the owner obtains the approval to convert the dwelling units to condominium;
 - (b) the Rental Replacement Units shall be ready and available for occupancy no later than, the date by which not more than 60% of the other dwelling units erected on the lot are available and ready for occupancy;
 - (c) the owner shall provide and maintain affordable rents charged to the tenants who rent each of the 8 designated affordable Rental Replacement Units during the first 10 years of occupancy, such that the initial rent shall not exceed an amount based on the 2005 Canada Mortgage and Housing Corporation Rental Market Report average rent for the City of Toronto by unit type, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the affordable Rental Replacement Units are available for initial occupancy;
 - (d) the owner shall provide and maintain mid-range rents charged to the tenants who rent 22 of the 35 designated mid-range Rental Replacement Units during the first 10 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent

increase guidelines commencing in 2007 until the year the subject mid-range Rental Replacement Units are available for initial occupancy;

- (e) for the remaining 13 of the 35 designated mid-range Rental Replacement Units, the owner shall provide and maintain mid-range rents charged to the tenants during the first 5 years of occupancy, such that the initial rent shall not exceed an amount equal to 1.5 times the average rent by unit type for the City of Toronto as reported by the 2005 Canada Mortgage and Housing Corporation Rental Market Report, increased by an amount equal to 4% plus each of the annual provincial rent increase guidelines commencing in 2007 until the year the subject mid-range Rental Replacement Units are available for initial occupancy;
- (f) the 8 affordable Rental Replacement Units shall be comprised of one (1) bachelor dwelling unit, six (6) one-bedroom dwelling units, and one (1) two-bedroom dwelling unit;
- (g) the 22 mid-range Rental Replacement Units that are subject to the provisions of Section 1(d) above are to be comprised of fourteen (14) bachelor dwelling units, five (5) one-bedroom dwelling units, and three (3) two-bedroom dwelling units;
- (h) the 13 mid-range Rental Replacement Units that are subject to the provisions of 1(e) above are to be comprised of three (3) one-bedroom dwelling units and ten (10) two-bedroom dwelling units;
- (i) increases to the initial rents charged to tenants occupying any of the 43 affordable or mid-range Rental Replacement Units after the first year of occupancy shall not exceed the provincial rent increase guideline and, if applicable, permitted above guideline increases;
- (j) upon turn-over, rents charged to a new tenant occupying any of the 43 affordable or mid-range Rental Replacement Units during the 10 and 5 year periods set forth in Sections 1(c), (d), and (e) above, shall not exceed the greater of the most recently charged rent or the most recently reported Canada Mortgage and Housing Corporation Rental Market Report average rent, or 1.5 times average rent, as the case may be, for the City of Toronto by unit type;
- (k) rents charged to tenants occupying any of the 43 affordable or mid-range Rental Replacement Units prior to and at the end of the 10 year and 5 year periods set forth in Sections 1(c), (d), and (e) above, shall be subject only to annual increases which do not exceed the provincial rent increase guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their dwelling unit or until expiry of the rental tenure period set out in Section 1(a) above, whichever is earlier, at which time there shall be a phase-in period of at least 3 years for rent increases; which phase-in period shall be as follows: the fair market rent would be the average of the rents charged for the same type of unit in the building that is not rent controlled at the end of the 20-year period. Any increase of the rent after 20 years would be .333- 1st year, .333- second year and .333 third year of the average rent for the non-rent-controlled units;

- (l) rents charged to tenants newly occupying an affordable or mid-range Rental Replacement Unit after the completion of the 10 and 5 year periods set forth in Sections 1(c), (d), and (e) above, will not be subject to restrictions by the City of Toronto under the terms of the Section 37 Agreement that is required in Section 2 below;
- (m) the minimum floor area for each of the 43 replacement rental dwelling units shall be as follows:

Unit Type	Minimum Floor Area (sq ft)
Bachelor	348
One-bedroom	514
Two-bedroom	747

- (n) the provision of the indoor and outdoor amenity space for use by the occupants of the Rental Replacement Units shall include bathroom and kitchen facilities including equipment, cooking and serving utensils, and indoor and outdoor furniture suitable for multi-purpose uses such as for meetings and social gatherings;
 - (o) common laundry facilities shall be provided in the building for use by the occupants of the Rental Replacement Units;
 - (p) the parking rate for each of the 19 parking spaces provided for the Rental Replacement Units when assigned to occupants of the 43 affordable and mid-range Rental Replacement Units during the 10 and 5 year periods set forth in Sections 1(c), (d), and (e) above as appropriate shall be no more than \$100 monthly for the first year of occupancy, and may be increased thereafter annually by no more than the annual provincial rent increase guideline until the expiry of their tenancy or the rental tenure period provided for in Section 1(a) above;
 - (q) tenant relocation assistance, including the right to return to a replacement rental unit at similar rents, shall be provided to the only eligible tenant who presently is a resident in the existing building.
2. The owner of the lot shall enter into and register on title to the lot an agreement with the City pursuant to Section 37 of the Planning Act, to the satisfaction of the City Solicitor, in consultation with the Chief Planner and Executive Director, City Planning Division, to secure the facilities, services and matters set forth in Sections 1(a) to (q) above.