

**NY7.37 - Confidential Attachment 1 –**

**Appendix A: Silvercore Proposed Settlement Principles as amended by City Council on July 7, 8 and 9, 2015**

**Made public on July 17, 2015**

"Silvercore would negotiate on mutually satisfactory terms with the City an Official Plan Amendment, Zoning By-law Amendment, Section 37 Agreement, Plan of Subdivision, conditions and Subdivision Agreement which incorporate and implement the following principles:

1. That notwithstanding any other provision of the North York Centre Secondary Plan, the total density for the site excluding the Averill Properties shall not exceed 4.09 X FSI unless a further official plan amendment is justified and approved.
2. That the official plan zoning by-law and plan of subdivision including conditions and subdivision agreement shall implement the uses, road, park and block pattern, density and built form generally as set out in drawings prepared by Wallman Architects entitled "Settlement Offer Rev. 03" dated June 30, 2015, drawings numbered A1.01, A1.07, A1.08, A1.09, A1.10 and A3-1.7 inclusive (including Summary Statistics) except where explicitly provided otherwise herein.
3. That density incentives shall be provided for the following and there will be no further density incentives required/payable in order to achieve the density of 4.09 X FSI:
  - a. Office over 10,000 m<sup>2</sup>, the full amount of office provided on the site, but only applicable to phase 3 (north block)
  - b. Below grade connection to subway (280 m<sup>2</sup> estimate)
  - c. At-grade bicycle room or bike station (200 m<sup>2</sup> estimate)
  - d. Street related retail (7625 m<sup>2</sup> estimate)
  - e. Residential amenity area (1.5 m<sup>2</sup> per unit)
  - f. Community/social facility, finished, of no more than 3000 m<sup>2</sup> including a daycare of approximately 900 m<sup>2</sup> and approximately 300 m<sup>2</sup> of adjacent outdoor play space, parking in accordance with the Secondary Plan (10 spaces of which shall not be paid parking), freehold strata title conveyance with reciprocal agreements prior to registration of condominium containing the second tower in Phase 2, City pays its share of building operating expenses and such other terms as are negotiated (Bonus 5 X 3000 m<sup>2</sup> for GFA, plus 4 X 2 X 950 m<sup>2</sup> to recognize the "triple height" of the gymnasium). Development charge credit for furnishings and obligation for furnishings capped at DC credit amount and for any agreed upon above-base park improvements.
  - g. Parkland over-dedication (2310 m<sup>2</sup> estimate)

4. That if the City has not expropriated the road connection to Yonge Street, then a temporary road cul-de-sac serving Block 1 that may impair the park can be provided until the expropriation is finalized. Subject to the foregoing, the park is to be provided to the City prior to the first above-grade building permit for Phase 2 (2<sup>nd</sup> Block).
5. The reservation of 5 percent of the residential units to be subject to one of the currently available programs for affordable ownership housing units on the terms thereof as articulated by city staff at its meeting with Silvercore on July 3, 2014.
6. Any increase in density for Block 3 beyond the permissions herein will require an official plan amendment, but any density incentives accrued respecting the provisions of office gross floor area but not realized in the first two phases may be utilized thereon."