

Appendix "A"
MM8.55 - Made public on July 17, 2015

Goodmans^{LLP}

Barristers & Solicitors

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dbronskill@goodmans.ca

June 30, 2015

Our File No.: 112530

Via Email

City Council, City of Toronto
100 Queen Street West
Toronto, ON
M5H 2N2

Attention: Amanda Hill, City Solicitor

Dear Sirs/Mesdames:

**Re: Item No. EY6.3 – 2114-2130 Bloor Street West
OMB Case No. PL150122**

Further to the City Council decision from its meeting on June 10, 11 and 12, 2015, in which City Council directed staff to continue negotiations in accordance with the April 14, 2015 Etobicoke York Community Council direction and report back when the negotiations have concluded, we are pleased to present a with prejudice settlement offer regarding the above-noted matter.

This settlement offer modifies the with prejudice settlement offers made by e-mail dated March 12, 2015 and by letter dated April 6, 2015 and the without prejudice offer made by e-mail dated April 24, 2015. This settlement offer should be treated as the most recent settlement offer regarding this matter.

The with prejudice settlement offer is to request that City Council authorize the City Solicitor to attend the Ontario Municipal Board hearing in support of a settlement of the Zoning By-law Amendment appeals for 2114 Bloor Street West based on the plans dated June 29, 2015 and attached hereto, with such a settlement hearing to be scheduled as soon as possible with the Ontario Municipal Board.

Overall, we believe that our client has made significant revisions since submission of the original rezoning application to address concerns raised by staff and the community. These revisions include:

1. a reduction in the proposed gross floor area from 9,207 m² (7.04 FSI) to 7,223 m² (5.53 FSI);

2. a reduction in the number of storeys from 10 to 8 (with the exception of two small rooftop access above the 8th storey) and in the overall height of the building from 37.2 metres (inclusive of mechanical penthouse) to 32.05 metres (inclusive of mechanical penthouse);
3. a reduction in the number of residential units from approximately 110 to approximately 69;
4. the provision of rooftop outdoor amenity space to enable the reduction and screening of the outdoor amenity space proposed for the second floor;
5. an increase in the proposed setback at the northwest corner of the building to 7.5 metres at-grade, with a significant portion of the building also setback 7.5 metres in this location for the full height of the building;
6. the introduction of a 2.75 m deep light well on the west portion of the building;
7. the introduction of a setback above the third storey, ranging in depth from 0.5 metres to 1.5 metres;
8. the use of different building materials above the third storey to help establish the desired 3-storey datum along Bloor Street West;
9. the introduction of setbacks at the southeast corner of the building (1.74 m on the south side and 1.7 m on the east side);
10. the use of recessed balconies at the northeast corner of the building;
11. the addition of signage and tree plantings adjacent to the parking garage to screen the access and discourage traffic from entering the neighbourhood to the north;
12. the reduction in the amount of glazing at the southeast corner of the building.

As noted above, this settlement offer is on a with prejudice basis. However, this supplementary settlement offer is conditional on its acceptance by City Council. Further, this settlement offer is also conditional on City Council accepting the with prejudice offer regarding the property known municipally as 2800 Bloor Street West, a copy of which is attached for your convenience.

If City Council does not accept this settlement offer and the settlement offer regarding 2800 Bloor Street West at its meeting on July 7, 2015, all settlement offers regarding 2114 Bloor Street West should be considered as withdrawn.

Please let us know if any additional information is required.

Yours truly,

Goodmans LLP



David Bronskill

DJB/

cc: Client
Sharon Haniford, City Solicitor

6469489

Appendix "B"
MM8.55 - Made public on July 17, 2015

Goodmans^{LLP}

Barristers & Solicitors

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June 30, 2015

Our File No.: 122028

Via Email

City Council, City of Toronto
100 Queen Street West
Toronto, ON
M5H 2N2

Attention: Sharon Haniford, City Solicitor

Dear Sirs/Mesdames:

**Re: 2800 Bloor Street West
OMB Case No. MM140032**

Further to the City Council decision from its meeting on June 10, 11 and 12, 2015, in which City Council directed staff to continue negotiations and report back when the negotiations have concluded, we are writing to provide a with prejudice settlement offer to the City of Toronto regarding the above-noted matter.

This settlement offer modifies the with prejudice settlement offer made by letter dated April 6, 2015 and the without prejudice offer made by e-mail dated April 24, 2015. This settlement offer, which addresses the outstanding residential rental issue, should be treated as the most recent settlement offer regarding this matter.

The proposed settlement offer is as follows:

1. Our client would agree to construct and maintain ten (10) rental housing units (the "Rental Units") as part of the proposed redevelopment of the property known municipally as 2114 Bloor Street West.
 - a. 6 of the 10 Rental Units will contain three bedrooms, as shown on the enclosed 2nd and 3rd floor plans.
 - b. 4 of the 10 Rental Units will contain two bedrooms, as shown on the enclosed 2nd and 3rd floor plans.
 - c. 3 of the 4 two-bedroom Rental Units will be provided at affordable rents, while the remaining two-bedroom Rental Unit and all 6 three-bedroom Rental Units will

- be provided at mid-range rents, all of which will be secured for 10 years as the rent at first occupancy, increased annually by not more than the provincial rent increase guideline.
2. All 10 Rental Units would be available and ready for occupancy no later than:
 - a. If provided on site at 2800 Bloor Street West, the date that 60% of the new dwelling units erected at 2800 Bloor Street West are available and ready for occupancy; or
 - b. If provided off site at 2114 Bloor Street West, the date that the first new dwelling unit erected at 2800 Bloor Street West is available and ready for occupancy.
 3. Upon issuance of the first below-grade structural permit for any building being constructed at 2114 Bloor Street West, the Rental Units will be deemed to be provided off site at 2114 Bloor and 2800 Bloor will be released from the obligation to provide replacement units on site, provided that said permit requires all 10 Rental Units to be provided at 2114 Bloor Street West.
 4. The first above-grade building permit for 2114 Bloor Street West must be issued prior to the date that the first new dwelling unit erected at 2800 Bloor Street West is available for occupancy.
 5. A letter of credit (LC) in the amount of \$1,500,000 shall be provided to the City prior to the issuance of the first demolition permit for 2800 Bloor Street West, on the following terms:
 - a. The LC shall be reduced by 50% once the first above-grade building permit has been issued for 2114 Bloor Street West, provided said permit requires all 10 Rental Units to be provided at 2114 Bloor Street West.
 - b. The LC shall remain outstanding until all 10 Rental Units are ready and available for occupancy, but can be cashed by the City and used towards the provision of rental housing (which does not relieve the obligation to provide and maintain replacement units) if the 10 Rental Units are not available by the earlier of:
 - i. the date the first new dwelling unit erected at 2800 Bloor Street West is available for occupancy;
 - ii. 4 years from the date the first demolition permit is issued for 2800 Bloor Street West;
- subject to reasonable extensions as may be requested and agreed to by the City.

- c. Once the 10 Rental Units are available for occupancy, the City shall return any unused portion of the LC.
 - d. The LC will be indexed annually.
6. Our client would agree to enter into, and register on title, a Section 111 Agreement to secure all matters related to the Rental Units as outlined above. Further, Section 37 and Section 111 Agreements and Section 118 restrictions shall be registered against both 2114 Bloor Street West and 2800 Bloor Street West prior to the issuance of the first demolition permit for 2800 Bloor Street West.
7. Our client would agree to a voluntary Section 37 contribution of \$200,000.00 to the City for community services and facilities in the vicinity of 2800 Bloor Street West, to be determined by City planning and the local councillor.
8. City Council would direct the City solicitor:
 - a. to attend at the Ontario Municipal Board in support of the Zoning By-law Amendment appeal, subject to the terms of this settlement offer regarding the Rental Units and based on the plans dated June 30, 2015 (which incorporate the driveway access off Bloor Street West) and attached hereto;
 - b. to attend at the Ontario Municipal Board in support of the Site Plan Control Approval appeal, based on the plans dated June 30, 2015 and attached hereto; and,
 - c. to support any request for our client to hold a settlement hearing as soon as possible.

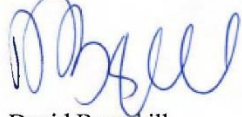
As noted above, this settlement offer is being provided on a with prejudice basis. However, this settlement offer is conditional on its acceptance by City Council. Further, this settlement offer is also conditional on City Council accepting the with prejudice offer regarding the property known municipally as 2114 Bloor Street West, a copy of which is attached for your convenience.

If City Council does not accept this settlement offer and the settlement offer regarding 2114 Bloor Street West at its meeting on July 7, 2015, all settlement offers should be considered as withdrawn.

Please let us know if any additional information is required.

Yours truly,

Goodmans LLP



David Bronskill

DJB/

cc: Client
Amanda Hill, City Solicitor

6469492

Appendix "C"
MM8.55 - Made public on July 17, 2015



Barristers & Solicitors

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July 31, 2014

Our File No.: 122028

Via Email

Community Planning – Etobicoke York District
2 Civic Centre Court, 3rd Floor
Etobicoke, ON
M5V 3C6

Attention: Sharon Hill

Dear Sirs/Mesdames:

**Re: 2800 Bloor Street West
NDI (2800 Bloor Street West) Inc.**

As you know, we are solicitors for NDI (2800 Bloor Street West) Inc., the owner of the property known municipally in the City of Toronto as 2800 Bloor Street West (the "Subject Property"). We are writing to confirm revisions to the proposed redevelopment of the Subject Property, in accordance with the attached plans prepared by Richard Wengle Architects Inc. and dated July 30, 2014 (the "Revised Plans"). In summary, the revisions made to the proposed redevelopment of the Subject Property since the last submission in April 2014 are as follows:

- **Main level** – the residence windows on Bloor Street are no longer recessed back;
- **3rd-5th Floors** – the building face at the northwest corner has been stepped back 3.04 metres on the north side (facing Kingsway) and 1.72 metres on the west side, where previously there were no step backs, and corner balconies have been added at the northwest corner (which balconies do not project into these step backs);
- **3rd-5th Floors** – the building face is now stepped back one (1.0) metre along the Bloor Street West frontage, where previously there was no step back;
- **6th-7th Floors** – the building at the northwest corner is now stepped back 4.75 metres on the north side (facing Kingsway) and 11.84 metres on the west side, where previously there were no step backs, with corner terraces added at the northwest corner such that the 7th floor terrace extends a maximum of 3.907 metres from the main westerly wall to which it is attached;

- **6th-7th Floors** – the building face is now stepped back one (1.0) metre along the Bloor Street West frontage, where previously there was no step back;
- **8th Floor** – the terraces at the northwest corner and along Bloor Street West were reduced in size (as a result of the above-noted revisions); and,
- **Amenity Space** – the proposed indoor amenity space has been moved from the 2nd floor to the 3rd floor and is now located at the southwest corner of the building, with contiguous outdoor amenity space of 58.0 square metres added at the same level, on the roof of the 2nd floor on the portion of the building closest to the west lot line.

For your convenience, we have attached an updated chart of the site statistics. Please do not hesitate to contact me if further information is required.

Yours truly,

Goodmans LLP



David Bronskill
DJB/
6355823



RICHARD WENGLER
ARCHITECT INC

102 Avenue Road
Toronto, Ontario
M5R 2H3

JULY 30,2014

NORTH DRIVE INVESTMENTS- 2800 Bloor Street West

AREA CALCULATIONS: PROPOSED 8 STOREY RESIDENTIAL BUILDING

LOT AREA= 1567.00 SM (16868.25 S.F)

PROPOSED LOT COVERAGE= 1193.49 SM (12835.84 S.F) (76.16 %)

BUILDING HEIGHT

Top of flat roof (8th Level + mechanical)= 28.60 M
Top of flat roof + Parapet wall= 29.04 M
Top of Dome = 34.77 M

LEVEL	AREA (EXCLUDING ELEVATOR SHAFT AND MECHANICAL SPACES)
P1 BASEMENT LEVEL (Residential area)-----	189.77 SM (2042.73 S.F)
GROUND LEVEL PLATE AREA (not including balconies, ramp)-----	1039.30 SM (11187.30 S.F)
2ND LEVEL PLATE AREA (not including balconies, open to below)	929.44 SM (10004.74 S.F)
3RD LEVEL PLATE AREA (not including balconies)-----	936.28 SM (10078.36 S.F)
4TH LEVEL PLATE AREA (not including balconies)-----	936.28 SM (10078.36 S.F)
5TH LEVEL PLATE AREA (not including balconies)-----	936.28 SM (10078.36 S.F)
6TH LEVEL PLATE AREA (not including balconies)-----	879.22 SM (9464.16 S.F)
7TH LEVEL PLATE AREA (not including balconies)-----	879.22 SM (9464.16 S.F)
8TH LEVEL PLATE AREA (not including terraces)-----	523.45 SM (5634.55 S.F)
TOTAL AREA	7249.24 SM (78032.72 S.F)
(Total FSI includes P1 residential area)	(4.63 FSI)

PARKING SPACES

P1----- 15 PARKING SPACE
4 VISITOR PARKING
P1 ----- **19 PARKING SPACES**
P2 ----- 20 PARKING SPACES
1 ACCESSIBLE PARKING
P2 TOTAL----- **21 PARKING SPACES**
P3 ----- 22 PARKING SPACE
+ 2 TANDEM PARKING SPACES
P3 TOTAL ----- **24 PARKING SPACES**

TOTAL PARKING SPACES----- **64 PARKING SPACES (including 2 Tandem)**

AMENITY SPACE----- **80.97 SM**

LOADING AREA----- **6.2 M X 13.0 M**

GARBAGE/RECYCLING STORAGE----- **31.08 SM**

BIKE SPACES

P1----- 0

P2----- 24 residential (on two tier racking system)
6 visitor (on two tier racking system)

P3----- 13 (on the floor)

TOTAL ----- **43 TOTAL**

TOTAL TOWNHOUSE UNITS ----- **6**

TOTAL RENTAL UNITS ----- **3**

LEVEL 2 UNITS ----- **2**

LEVEL 3 UNITS ----- **5**

LEVEL 4 UNITS ----- **6**

LEVEL 5 UNITS ----- **6**

LEVEL 6 UNITS ----- **6**

LEVEL 7 UNITS ----- **6**

LEVEL 8 (penthouse) ----- **1**

TOTAL UNITS----- **41**