

**CC12.9 - Appendix "A" Settlement Offer**  
**Made public on February 11, 2016**

**Built Form and Site Design**

1. The maximum height of the new tower to be constructed on Holly Street, to the south of the existing building at 33 Holly Street, shall be 27 storeys (87 metres, excluding mechanical penthouse), of which a portion from the 12th floor up to and including the 23rd floor is permitted to have a maximum floorplate not exceeding 900 m<sup>2</sup>.
2. The maximum height of the new tower to be constructed on Dunfield Ave., to the north of the existing building at 44 Dunfield Ave., shall be 34 storeys (109 metres, excluding mechanical penthouse), of which a portion from the 12th floor up to and including the 23rd floor is permitted to have a maximum floorplate not exceeding 900 m<sup>2</sup>.
3. The additional 5-storey residential condominium elements which were originally proposed on top of each of the existing buildings at 33 Holly Street and 44 Dunfield Avenue have been deleted.
4. The 6-storey rental apartment building proposed at the northwest corner of Dunfield Avenue and Soudan Avenue has been deleted.
5. The site shall have a maximum total Floor Space Index of substantially 5.81 times the lot area inclusive of the existing Dunfield Avenue and Holly Street buildings.
6. The applicant shall, prior to the earlier of the registration of any site plan agreement for all or any part of the site or issuance of the first above grade building permit for the site, convey a public pedestrian and bicycle easement having a minimum width of 2.1 metres, linking the Holly Street public sidewalk to the Dunfield Avenue public sidewalk, , together with necessary rights of support, to the City of Toronto for use by the general public, in order to create a midblock connection secured at nominal cost along the northerly edge of the property, adjacent to the proposed park, to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor including requirements for the owner to maintain, insure and indemnify.
7. The underground parking garage ramp will be relocated from the south end of the site to north of the 33 Holly building.
8. The length of the fire route driveways on Holly Street and Dunfield Avenue will be reduced to the extent possible to continue to allow for safe move in, drop off and fire safety.

9. The new Dunfield tower floor plate is to be permitted to extend north to within six metres of the north property line up to and including the fourth floor. To the extent possible, a six metre landscaped edge will be provided.
10. Floor plates above the existing Holly and Dunfield towers are permitted to cantilever a maximum of two and a half metres over the existing building, from the new 13th level up to the 23rd level inclusive, to a maximum building width equal to the existing buildings. The minimum setbacks of the proposed towers are 15 metres from the north and 12 metres from the south property lines.
11. Floor plates adjacent to the existing Holly Street and Dunfield Avenue buildings, from ground level to the 23rd floor inclusive, are limited to the east-west width of the adjacent existing buildings for two metres south of the existing Holly building and two metres north of the existing Dunfield building and then to the width of these floors as currently shown on the drawings.
12. One covered loading space – type "G" is to be provided at the ground level within the new Dunfield building, to serve all buildings on the site. The loading area at the base of the existing Holly building is to be removed.
13. The existing underground parking garage ramp will be relocated from the south end of the site to north of the 33 Holly building.
14. The driveways/drop off on Holly Street and Dunfield Avenue would be reduced to the extent possible to continue to allow for safe move in, drop off and fire safety.
15. The proposed indoor and outdoor amenity space would be expanded and would be accessible by and provided for the use of both condominium residents and tenants of the existing rental apartment buildings, substantially as follows:
  - (a) at 33 Holly – 518 square metres interior, 509 square metres exterior, portions of which are contiguous; and
  - (b) at 44 Dunfield – 395 square metres interior, 797 square metres exterior, portions of which are contiguous.

### **Parking**

1. The Applicants shall provide to the satisfaction of the City's Development Engineering Staff an updated parking rationale to justify the reduced parking ratio contemplated as part of the Settlement Proposal. The updated parking rationale shall address the four issues specified in the Development Engineering comments provided at page 17 of the City Staff "Request for Directions" Report dated April 8, 2015 in respect of the Development Proposal. The updated parking rationale may also include consideration of separate commercial parking facilities by way

of replacing the existing surface commercial parking facilities on the site that will be lost as a result of the proposed redevelopment.

### **Parkland and Improvements**

1. Prior to the issuance of the first above-grade building permit for the site, not less than 1550.4 square metres of unencumbered parkland shall be satisfactorily conveyed to the City (not less than 970 square metres of which would comprise the required on-site parkland dedication pursuant to section 42 of the *Planning Act*, together with not less than 580.4 square metres of additional land for parkland at nominal cost pursuant to section 37 of the *Planning Act*), comprising all of the Soudan Avenue frontage of the site (not less than 45.67 metres in length) to a depth of not less than 35.01 metres, such depth to extend to the public pedestrian and bicycle easement required in 6. above, and all in a satisfactory environmental condition consistent with City standards and all to base park condition, including that:
  - a. The section 42 parkland conveyance and the section 37 conveyance for park purposes would be contiguous and form one parcel of land for park purposes, located along the entire site frontage along Soudan Avenue at the southern edge of the site, of which the section 42 parkland conveyance would abut Soudan Avenue and have a minimum depth of approximately 21.23 metres and the section 37 park land conveyance would have a minimum depth of approximately 13.77 metres;
  - b. Such lands to be conveyed shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, Parks, Forestry and Recreation; and
  - c. The owner shall comply with the conditions of approval as set out in the Memorandum to Community Planning and City Legal provided by Planning Design and Development PF&R and dated January 28, 2016, all to be secured as appropriate in the Zoning By-law Amendment and Section 37 Agreement, to the satisfaction of the General Manager, Parks, Forestry and Recreation and the City Solicitor.
2. The Owner shall design, provide and construct at its expense, to the satisfaction of the General Manager, Parks, Forestry and Recreation above base park improvements to all of the lands to be conveyed to the City pursuant to sections 37 and 42 of the *Planning Act* as set out above, such provision and construction to be to the value of \$1,800,000.00 (subject to upwards indexing) as set out in the Memorandum to Community Planning and City Legal provided by Planning Design and Development PF&R dated January 28, 2016. A letter of credit satisfactory to the General Manager, Parks, Forestry and Recreation, in the amount of \$1,800,000.00 (subject to upwards indexing commencing on the date of the Board

Decision issuing) will be provided to the City prior to the first above-grade building permit for the site to provide financial security to the City for the satisfactory completion of the above-base park improvements for the park created by the s. 37 and s. 42 required park land conveyances.

3. The owner shall be responsible for all costs associated with the design of the park including public consultation, design review process, the preparation of all drawings required for the design and construction of the park (inclusive but not limited to conceptual, detailed design and contract documents) and construction management of the park as provided by the consulting landscape architecture firm retained by the owner, over and above the maximum cost of \$1,800,000.00 for the above-base park improvements.
4. In the event the owner is able to install the above-base park improvements to the satisfaction of the General Manager, Parks, Forestry and Recreation at a cost of less than \$1,800,000.00 (approximately), the applicant shall be entitled to retain the difference between \$1,800,000.00 (approximately) and such lesser amount.

#### **Tenant Assistance and Relocation**

The following matters will be secured through the site-specific by-law and section 37 agreement to the satisfaction of the Chief Planner and Executive Director, City Planning and City Solicitor:

1. The existing 324 residential rental units contained within the existing Dunfield and Holly buildings will be secured for 20 years in accordance with the requirements of Policy 3.2.1.5a) of the Official Plan.
2. In accordance with Policy 3.2.1.5 b) of the Official Plan regarding improvements, tenants will have equal access and on the same terms as condominium unit owners, to indoor amenity space in the new residential buildings and outdoor amenity space on the site, and improvements to laundry facilities, repairs to storage lockers, and replacement of lighting and carpeting in the existing fourteen-storey rental buildings will all be secured with no pass through of costs to tenants.
3. The applicant shall provide a Tenant Assistance Package and Tenant Construction Mitigation and Communication Plan for the residents of the existing Dunfield and Holly rental buildings.
  - a. The Tenant Assistance Package will consist of:
    - i. rent abatements for all tenants of the existing buildings, and an increased increment of abatement based on the proximity of units to active construction by phase;
    - ii. extra abatement for tenants with special needs;

- iii. Early termination of lease provisions with a moving allowance for those who would choose to depart early in construction;
  - iv. An offer of a discount on the new condominium units prior to their release for sale to the public; and,
  - v. The ability to forgo rent compensation in return for a "unit renovation" at with no application for an Above Guideline Increase.
- b. The Tenant Construction Mitigation and Communication Plan will consist of:
- i. A commitment that there will be no major interruptions of services throughout the process;
  - ii. A commitment that a respite room shall be available to the tenants at all times during construction, and may be relocated to be as far from construction at all times;
  - iii. For those with parking, that they will have continuous access to parking either on the lot or at an alternative location nearby;
  - iv. That continuous access to laundry facilities will be provided in either one or the other building at all times;
  - v. The issuance of a set of noise cancelling earphones to each unit at 33 Holly and 44 Dunfield;
  - vi. Shortened construction hours, with no construction starting before 8:00 am on weekdays, and no more than one Saturday per month;
  - vii. Frequent cleaning for construction related dust and debris; and
  - viii. Posting written notices and disseminating information regularly and providing a 24 hour contact for construction related complaints and inquiries.