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Our File No.: 150261

**DELIVERED BY EMAIL**

City of Toronto  
Metro Hall, 26<sup>th</sup> Floor  
55 John Street  
Toronto, ON M5V 3C6

**Attention: Sarah O'Connor, City Legal Services**

Dear Ms. O'Connor

**Re: Without Prejudice: Settlement Proposal  
Application Nos.: 16 210199 NNY 26 OZ, 18 201865 NNY 26 SB, 18 201853 NNY 26  
O to Amend the Official Plan, the Zoning By-law and for Draft Plan of Subdivision  
Approval  
LPAT File Nos. PL 171057, 190481, and 190480  
815-845 Eglinton Avenue East, City of Toronto**

We are solicitors for RioCan Holdings Inc. ("**RioCan**"), the owner of the property municipally known as 815-845 Eglinton Avenue East in the City of Toronto (the "**Property**"). As you know, RioCan has appealed to the Local Planning Appeal Tribunal (the "**LPAT**") its site specific applications to amend the City of Toronto Official Plan, to amend the Town of Leaside Zoning By-law No. 1916 and City of Toronto Zoning By-law 569-2013 and for Draft Plan of Subdivision Approval to facilitate a redevelopment of the Property that will create mixed-use community integrating residential uses, commercial uses, community space, park space and publicly accessible private open spaces into one interconnected development on the Property (the "**RioCan Appeals**").

At an LPAT Case Management Conference on November 14, 2019, the Tribunal confirmed that all of the RioCan Appeals were to be heard together. A Tribunal teleconference ("**TCC**") has been scheduled for December 19, 2019 for the parties to the proceedings, the City of Toronto (the "**City**"), RioCan and the Leaside Property Owners' Association (the "**LPOA**") to provide the Tribunal with an update in regard to the private mediation that occurred on November 18, 19 and 20, and to schedule the next hearing event.

The Property is also located in the Laird Focus Area as identified by the Eglinton Connects Planning Study and is currently included in the proposed Laird in Focus Official Plan Amendment

450 (“**OPA 450**”) and the associated Site and Area Specific Policy 568 (“**SASP 568**”). In addition, RioCan has appealed Official Plan Amendment 231 (“**OPA 231**”) which also applies to the Property.

We are aware that the City Solicitor will be seeking further directions on RioCan’s Appeals from City Council (Item NYCC 10.1) and that City Planning will also be seeking further direction in regard to OPA 450 (Item NYCC 10.2).

In that respect, we are writing to provide the City with a Without Prejudice Settlement Offer from RioCan (the “**RioCan Settlement Offer**”), which we ask you to submit to City Council. If accepted, then RioCan and the City would jointly support the settlement at the LPAT hearing of the RioCan Appeals to be scheduled at the upcoming LPAT TCC.

The RioCan Settlement Offer is attached as Appendix “A” to this confidential attachment and can be summarized as follows:

- The two tall buildings components of Building D are being reduced from 36 and 38 storeys to 34 and 29 storeys with the taller 34 storey component in closer proximity to the proposed Eglinton Crosstown LRT station.
- The midrise component of Building C south is being reduced from 12 storeys to 10 storeys and the Building E office building is being increased from 4 to 5 storeys.
- There will be modifications to the form of the buildings to achieve a form of urban design that is satisfactory to City Planning Staff including:
  - a 6 storey street wall along Eglinton Avenue East and Laird Drive and wrapping around the buildings facing the privately accessible public open space (“**POPS**”) at the corner of Eglinton Avenue East and Laird Drive and the proposed public park;
  - a wider internal private street with appropriate streetscaping treatment;
  - improved site lines through the two proposed POPS to the internal private street, through increasing the separation distances between buildings and increase space provided at grade;
  - restrictions on protruding balconies in specific portions of the development, and
  - adherence to a 45 degree angular plane originating at the property line from a height of 80% of the respective rights of way of Eglinton Avenue East and Laird Drive maintaining good access to sunlight.
- The overall fsi density will be 3.87.
- The various performance criteria such as amenity space, parking and loading will be satisfactory to City staff.

The City will agree to remove specific reference to the Property in OPA 450 and RioCan will agree to withdraw its appeal of OPA 231.



There will be a Section 37 contribution to be applied to:

- a 62 space daycare facility to be provided on site (with additional start up costs of \$300,000);
- 40 affordable rental housing units to be provided on site (to be secured as affordable for 15 years, and as rental for 25 years in accordance with the draft terms provided by the City and attached to the Settlement Offer Letter); and
- a cash payment of \$11,300,000.00 for on-site and/or off-site community facility and/or community facility improvements, off-site park improvements and/or parkland acquisition, and/or public realm and streetscape improvements, with such funds to be used in the discretion of the Chief Planner in consultation with the Ward Councillor.

There will also be an agreement between the City and RioCan for the provision of:

- Transportation Demand Management measures;
- 10% of the units in the development as 3-Bedroom Units;
- a phasing requirement to ensure that the office component of the development is constructed before or at the same time that the first residential component of the development is constructed;
- easements to secure public access to the POPS spaces, the private pedestrian mews connecting to Eglinton Avenue East, and the private internal road; and
- underground loading and servicing for the development.

These agreements will be secured as a convenience in the Section 37 Agreement.

We would be pleased to submit any further information as required.

Yours truly,

**Goodmans LLP**



Anne Benedetti

cc. Andrew Duncan, RioCan Holdings Inc.  
John Andreevski, City of Toronto Community Planning

**APPENDIX “A”**  
**To RioCan’s Settlement Offer Letter**

*Support at the Local Planning Appeal Tribunal (“LPAT”):*

- 1.1** RioCan and the City (the “**Parties**”) each agree,
- (a) to jointly support a settlement (the “**Settlement**”) at the LPAT Hearing of RioCan’s official plan, zoning, and plan of subdivision appeals that would allow for their resolution upon the terms and conditions set out in the RioCan Settlement Offer, and
  - (b) to that end, either Party may file the RioCan Settlement Offer at the LPAT Hearing.

*Site Specific OPA, Zoning Amendment and Draft Plan of Subdivision*

- 1.2** The Parties each agree to request the Tribunal approve an official plan amendment, to permit the redevelopment of the Property generally in accordance with the drawing attached as Appendix “B” to RioCan’s Settlement Offer Letter with the language of the official plan amendment to incorporate the appropriate provisions of OPA 450 that are in keeping with the Settlement and appropriate for the development of the Property.
- 1.3** The Parties each agree to request the Tribunal approve zoning by-law amendments to permit the redevelopment of the Property generally in accordance with the drawing attached as Appendix “B” to RioCan’s Settlement Offer Letter.
- 1.4** The Parties each agree to request the Tribunal approve the draft plan of subdivision to permit the redevelopment of the Property generally as shown on the drawings attached as Appendix “B” to RioCan’s Settlement Offer Letter subject to the conditions set out in clause 1.13.

*Laird in Focus OPA:*

- 1.5** The City agrees to revise OPA 450 and associated SASP 568 to remove the Property from OPA 450 and associated SASP 568.

*Built Form and Urban Design Matters:*

- 1.6** The Parties each agree that the zoning by-law amendment will incorporate the following built form and urban design matters generally as shown on the drawing attached as Appendix “B” to RioCan’s Settlement Offer Letter:
- (a) a 6-storey street-wall along Eglinton Avenue East, Laird Drive, the proposed public park and the proposed publicly accessible private open space (“POPS”) at the corner of Eglinton Avenue East and Laird Drive with a stepback for buildings above the 6<sup>th</sup> storey;

- (b) a private “L” shaped street internal to the Property with a width at grade and above grade provided generally accordance with the drawings prepared by BA Group and attached as Appendix “C” to RioCan’s Settlement Offer Letter;
- (c) base building heights of 3-storeys surrounding tall buildings along the east/west portion of the internal private street;
- (d) heights of buildings generally as shown on the drawing attached as Appendix “B” to RioCan’s Settlement Offer Letter subject to appropriate increases to incorporate the number of storeys and built form set out;
- (e) limitations on balconies that project beyond the building envelope:
  - (i) on building faces which are 15 metres or less from other building faces;
  - (ii) on the lower 3-storeys of all tall buildings above the 3-storey building base;
  - (iii) within 3 metres of all corners of all tall buildings above the 3-storey building base; and
  - (iv) on the 6-storey street-walls of buildings facing Eglinton Avenue East, Laird Drive, the proposed POPS spaces and the proposed public park.

*Section 37 Matters*

- 1.7** The Applicant and the City acknowledge and agree that the zoning by-law to permit the revised development of the Site in accordance with the Settlement shall include a requirement that the owner provide community benefits, at the owner’s sole expense, and to be secured in an agreement pursuant to Section 37 of the Planning Act:
- (a) the provision, including the design and construction by the owner of an 62 space daycare facility onsite and a cash contribution of \$300,000.00 towards start-up costs;
  - (b) the provision of 40 affordable rental housing units on site, to be secured as affordable for 15 years and as rental for 25 years all in accordance with the draft Affordable Rental Housing terms attached as Appendix “D” to RioCan’s Settlement Offer Letter; and
  - (c) a cash contribution by the owner, prior to the issuance of any above grade building permit for the revised development, of \$11,300,000.00 (indexed by CPI) to be applied to on-site and/or off-site community facility and/or community facility improvements, off-site park improvements and/or parkland acquisition, and/or public realm and streetscape improvements, with such funds to be used in the discretion of the Chief Planner in consultation with the Ward Councillor.

*Additional Items To Be Secured in the Section 37 Agreement as a Legal Convenience:*

- 1.8** The Parties acknowledge and agree that the Section 37 agreement will also secure:
- (a) Transportation Demand Management measures to the satisfaction of the General Manager of Transportation Services and the Executive Director, City Planning;
  - (b) easements to provide public access to the proposed private street, the proposed pedestrian mews connecting to Eglinton Avenue East, the 5 metre wide pathway to the north of the proposed public park and the two POPS spaces being the POPS space at the corner of Eglinton Avenue East and Laird Drive that is proposed to be a minimum of 1,200 square metres in size and the POPS space internal to the Property that is proposed to be a minimum of 1,600 square metres in size.
  - (c) the provision of 10% of the units in the development as 3-Bedroom Units;
  - (d) that no above grade building permit for an above grade component of residential development shall be issued prior to the issuance of the first above grade permit for an above grade component of the office building proposed on the Property;
  - (e) the provision of underground loading and servicing for the development and
  - (f) the City will confirm whether the Chief Planner in consultation with the Ward Councillor has determined that a portion of the Section 37 funds will be used to fund a community facility on site at the Property within 2 years of the execution of the Section 37 agreement.

*Order to be withheld*

- 1.9** The Parties also agree to request the Tribunal withhold its order approving the official plan amendment until the Tribunal is advised by legal counsel for the City that:
- (a) the final form of the official plan amendment is acceptable to the City Solicitor.
- 1.10** The Parties also agree to request the Tribunal withhold its order approving the zoning by-law until the Tribunal is advised by legal counsel for the City that:
- (a) the final form of the zoning by-laws are acceptable to the City Solicitor,
  - (b) the owner of the Site has entered into the associated Section 37 Agreement and it has been executed by the Parties and registered on title to the Property;
  - (c) peer reviews have been undertaken, at the expense of the owner, of the submitted:
    - (i) Environmental Noise and Vibration Assessment Report;
    - (ii) Air Quality, Dust and Odour Assessment Report; and

(iii) Pedestrian Wind Study;

and any recommended mitigation measures are included in the subdivision conditions and/or Section 37 Agreement;

- (d) the owner has at the owner's expense addressed all outstanding engineering issues outlined in the memorandum of dated September 20, 2019, and any other comments that may arise further to the review of materials submitted as part of the process to address the issues set out in the memorandum dated September 20, 2019 from Engineering and Construction Services and to ensure compliance with the City's Terms of Reference for the Functional Servicing Report and Hydrogeological Report as they relate to the zoning by-law amendment appeal to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services;
- (e) the owner has at the owner's expense provided a Functional Servicing Report and Hydrogeological Report to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, and the General Manager, Toronto Water,
- (f) the owner has at the owner's expense designed and provided financial securities for all required internal infrastructure and external upgrades to the existing municipal infrastructure identified in the accepted Functional Servicing Report and Hydrogeological Report, to support the development, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and General Manager, Toronto Water, according to the accepted Functional Servicing Report and Hydrogeological Report, accepted by the Chief Engineer and Executive Director, Engineering and Construction Services and the General Manager, Toronto Water;
- (g) the implementation of the Functional Servicing Report and Hydrogeological Report, accepted by the Chief Engineer and Executive Director, Engineering and Construction Services and the General Manager, Transportation Services does not require changes to the proposed amending by-laws or any such required changes have been made to the proposed amending by-laws to the satisfaction of the Chief Planner, City Planning Division and the City Solicitor; and
- (h) the by-laws and the Section 37 agreement shall require the owner, at no cost to the City, prior to the issuance of any building permit for all or any part of the site, including for clarity, any conditional building permit, to;
  - (i) obtain all necessary permits to haul private water offsite with no discharge to any sewer until all required internal infrastructure and external upgrades to the existing municipal infrastructure identified in the accepted Functional Servicing Report, Hydrogeological Report and Stormwater Management Report, are completed to the satisfaction

of the General Manager, Toronto Water and Chief Engineer and Executive Director, Engineering and Construction Services; or

- (ii) obtain all necessary permits to discharge private water to the storm sewer, pay all applicable fees, comply with all permit conditions, to the satisfaction of the General Manager, Toronto Water and Chief Engineer and Executive Director, Engineering and Construction Services until all required internal infrastructure and external upgrades to the existing municipal infrastructure identified in the accepted Functional Servicing Report, Hydrogeological Report and Stormwater Management Report, are completed to the satisfaction of the General Manager, Toronto Water and Chief Engineer and Executive Director, Engineering and Construction Services; or
- (iii) obtain all necessary permits and design, financially secure, construct, and make operational, all required internal infrastructure and external upgrades to the existing municipal infrastructure identified in the accepted Functional Servicing Report, Hydrogeological Report and Stormwater Management Report, to support the development, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, the General Manager, Toronto Water, and the City Solicitor; and
- (iv) regardless of which of the options set out in subsection (h)(i)(ii) or (iii) is selected the owner is required to:
  - (A) submit all environmental site assessment reports describing the current site conditions and the proposed remedial action plans in accordance with the City's Environmental Peer Review Policy and obtain concurrence from the third party peer reviewer to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services; and
  - (B) provide space within the development for installation of maintenance access holes and sampling ports on the private side, as close to the property line as possible, for both the storm and sanitary service connections, in accordance with the Sewers By-law Chapter 681.10.
- (i) the by-laws and the Section 37 agreement shall require the owner, at no cost to the City, prior to the issuance of any above grade permit for all or any part of the site, including for clarity, any conditional above-grade building permit, to
  - (i) design, financially secure, construct, and make operational, all required internal infrastructure and external upgrades to the existing municipal infrastructure identified in the accepted Functional Servicing Report, Hydrogeological Report and Stormwater



Management Report, to support the development, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, the General Manager, Toronto Water, and the City Solicitor.

**1.11** The Parties also agree to request the Tribunal withhold its order approving the Plan of Subdivision appeal until the Tribunal is advised by legal counsel for the City that the pre-conditions for the issuance of the orders in regard to the official plan amendment and the zoning by-law amendment have been met and that:

- (a) the City has provided the Tribunal with a list of subdivision conditions to the satisfaction of the Chief Planner and Executive Director, City Planning and the Owner has entered into a subdivision agreement with the City to secure matters related to the plan of subdivision, including all internal infrastructure and external upgrades to the satisfaction of the Chief Engineer and Executive Director, Engineering to the satisfaction of the Executive Director, Engineering and Construction Services, the Director, Community Planning, North York District and the City Solicitor;
- (b) the subdivision agreement shall require prior to issuance of any above grade building permit for all or any part of the site, including for clarity, any conditional building permit, the owner to design, financially secure, construct, and make operational the new public road to base course asphalt including all services to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and General Manager, Transportation Services; and
- (c) the owner has addressed all outstanding engineering issues outlined in the memorandum of dated September 20, 2019, and any other comments that may arise further to the review of materials submitted as part of the process to address the issues set out in the memorandum dated September 20, 2019 from Engineering and Construction Services and to ensure compliance with the City's Terms of Reference for the Functional Servicing Report, Stormwater Management Report and Hydrogeological Report as they relate to the draft plan of subdivision appeal to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

*Withdrawal of RioCan's OPA 231 Appeal:*

**1.12** The Parties acknowledge and agree that the withdrawal of the RioCan appeal of OPA 231 will be a pre-condition to the issuance of the Tribunal's order approving RioCan's site specific official plan amendment.

**APPENDIX “B”**  
**To RioCan’s Settlement Offer Letter**

Retail GFA = 5,708.7sm  
 Office GFA = 12,796.3sm  
 Residential GFA = 116,252sm  
 Below Grade GFA = 2,172sm

Additional Non-Residential  
 Space If No Community Space  
 (Not Including Daycare)  
 GFA = 929sm

**Total GFA = 137,858sm**  
**FSI = 3.87**

**Gross Site Area = 35,607.7sm**

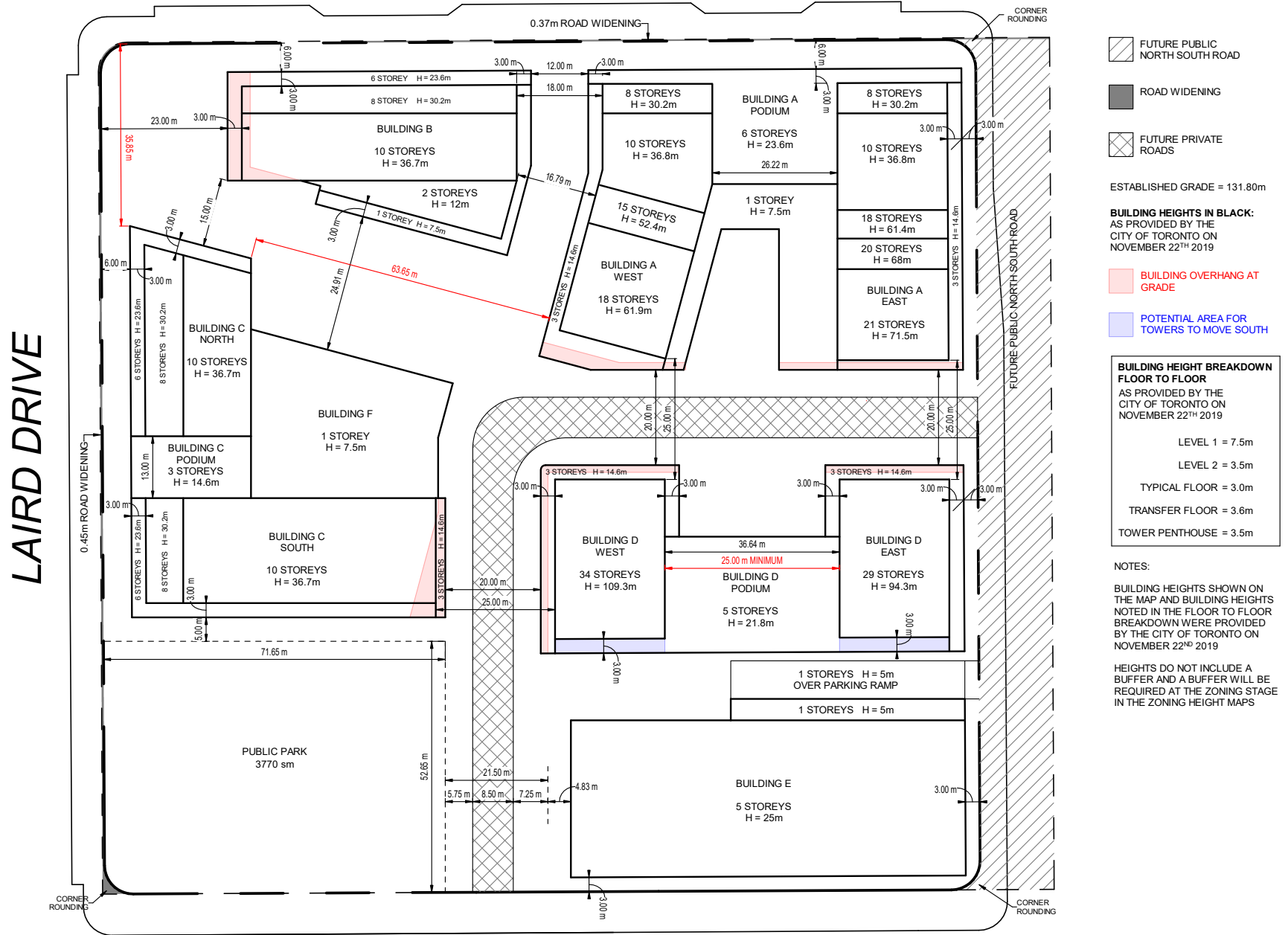
Area of Park = 3,770.0sm  
 Area of Road Allowance = 2,778.5sm  
 Area of Road Widening = 152.7sm

**Area Conveyed to City = 6,701.2sm**  
**Net Site Area = 28,906.5sm**

**Area of Privately Owned Public  
 Space (POPS)**

Corner Square (POPS) = 1,200sm  
 Public Plaza (POPS) = 1,600sm

## EGLINTON AVENUE EAST

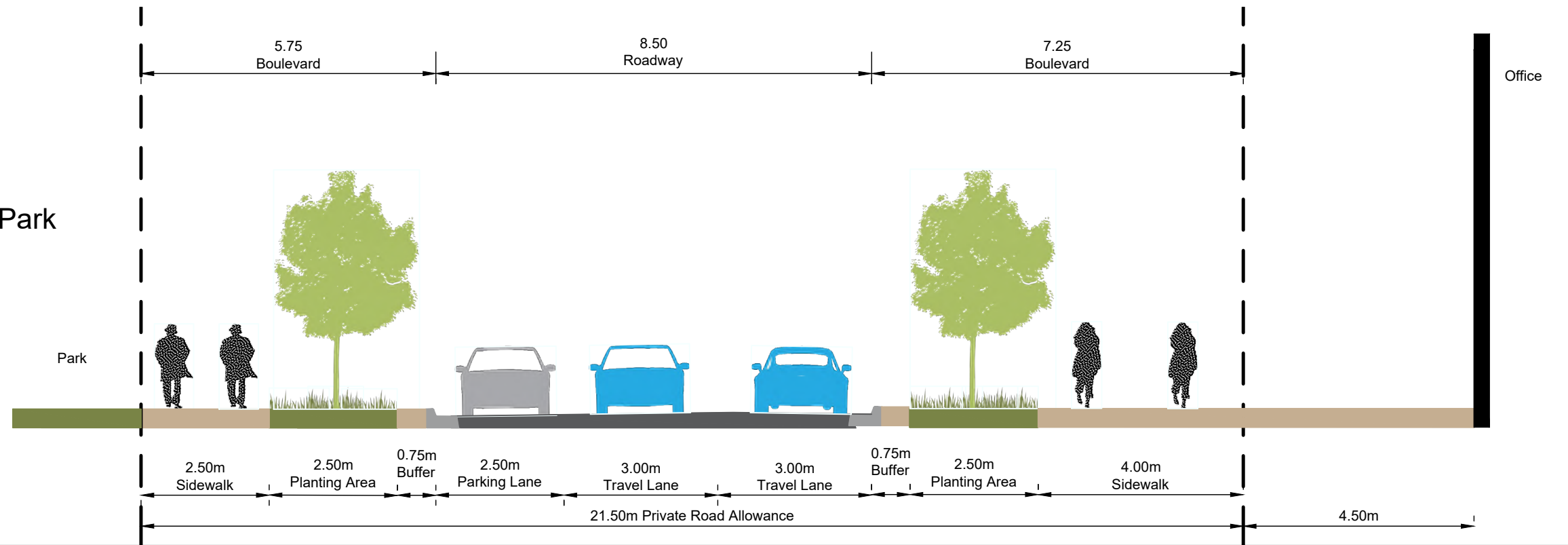


## VANDERHOOF AVENUE

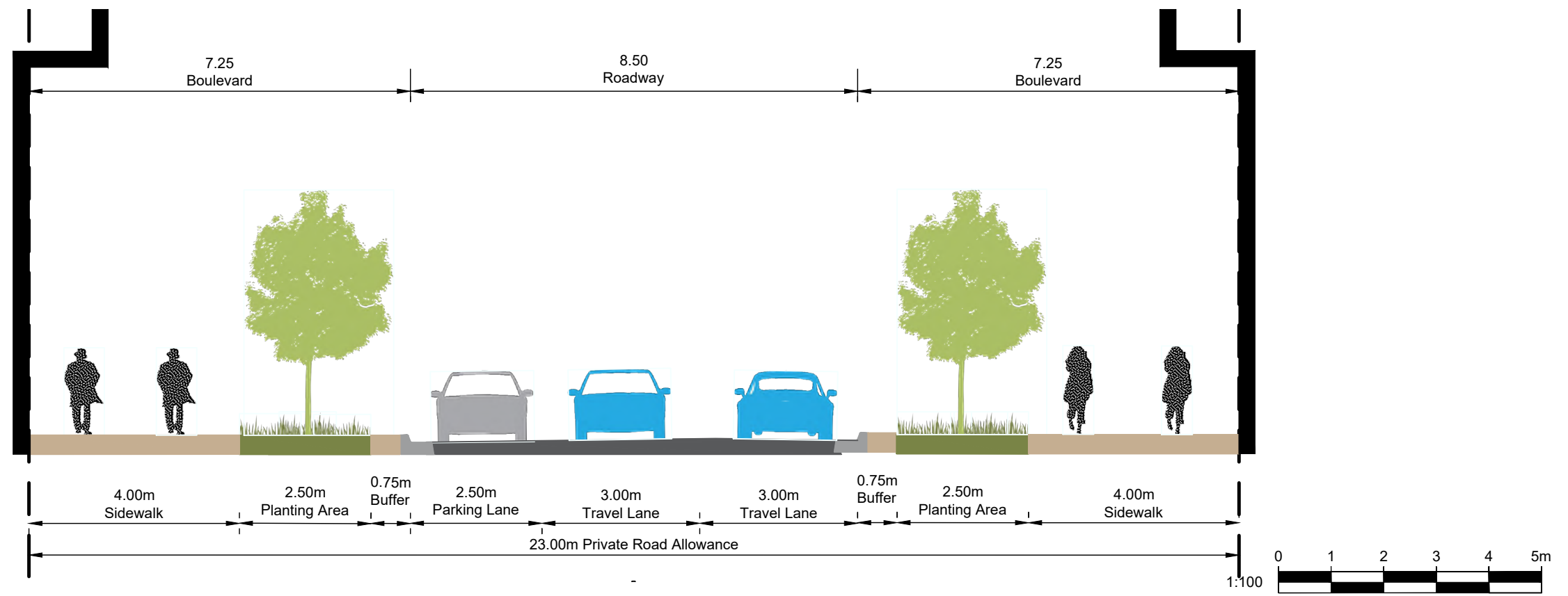
WITHOUT PREJUDICE

**APPENDIX “C”**  
**To RioCan’s Settlement Offer Letter**

Private Road Section Infront of Park



Typical Private Road Section



EGLINTON AVENUE EAST / LAIRD DRIVE  
INTERNAL ROAD CROSS-SECTION  
PREFERRED OPTION



**SCHEDULE “D”**  
**To RioCan’s Settlement Offer Letter**

**Affordable Rental Housing**

**General Provisions:**

1. The owner shall provide 40 affordable rental dwelling units.
2. The final unit mix by number of bedrooms will approximate the overall mix that is proposed for the New Buildings. This will include:
  - a. No more than twenty-three (23) one-bedroom units with a minimum average unit size of 51.1 square meters (550 square feet).
  - b. At least fourteen (14) two-bedroom units with a minimum average unit size of 69.7 square meters (750 square feet).
  - c. At least three (3) three-bedroom units with a minimum average size of 83.6 square meters (900 square feet).
  - d. The 40 units shall comprise at least 2,402 square meters (25,850 square feet) of gross livable area.
  - e. Changes to the unit mix and/or gross livable area shall be to the satisfaction of the Chief Planner and Executive Director, City Planning.
3. The units shall be secured as rental housing for 25 years from the date of first occupancy thereof, and the owner shall not apply to convert them to any other use in this time period.
4. The units shall be provided in groups of at least 6 contiguous units unless the entire building is secured as rental tenure for at least 25 years, in which case the units can be distributed throughout the building with no requirements for contiguous groupings.
5. Maximum rents will be set at affordable rents, as defined in the Official Plan of the City of Toronto as rents where the total monthly shelter cost (including heat, hydro and hot water, excluding parking and internet/cable charges) is at or below one times the Average Market Rent for the City of Toronto, by unit type (number of bedrooms), as reported annually by the Canada Mortgage and Housing Corporation in the Fall Market Report, for any first or new tenant for a 15-year period.

6. During the 15-year affordability period, annual rent increases for sitting tenants will be limited to the same percentage for annual rent increases as the Guideline increase permitted under the Residential Tenancies Act or equivalent provincial legislation.
  - a. In the event that no Guideline is announced by the Province of Ontario, the applicable percentage shall be the Consumer Price Index for the City of Toronto as of the month prior to the date that the notice of rent increase is served.

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