



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.597.4299
dbronskill@goodmans.ca

December 2, 2020

Our File No.: 170996

WITHOUT PREJUDICE & CONFIDENTIAL

Via Email

City of Toronto Legal Services
Metro Hall
55 John Street, 26th Floor
Toronto, ON M5V 3C6

Attention: Kasia Czajkowski

Dear Sirs/Mesdames:

**Re: LPAT Case No. PL170953 – 160-200 Chalkfarm Drive
Without Prejudice Offer to Settle**

We are solicitors for Greenboard Holdings Ltd., the owner of the lands known municipally in the City of Toronto as 160-200 Chalkfarm Drive (the “**Property**”). We are writing on behalf of our client with a without prejudice and confidential settlement offer in respect of the above-noted matter. This settlement offer would remain open until the end of the City council meeting scheduled to commence on December 16, 2020.

As you know, our client engaged in without prejudice mediation with City staff over the last several months regarding the redevelopment proposal for the Property (the “**New Building**”). These discussions have resulted in a revised set of plans, dated December 1, 2020 and prepared by WZMH Architects and attached to this letter (the “**Revised Plans**”).

The terms of this without prejudice and confidential settlement offer are as follows:

1. The settlement offer is based on the Revised Plans, which would be implemented through the resulting zoning by-laws.
2. The boundaries of the Property for the purposes of the rezoning and site plan applications would exclude the property known municipally as 160 Chalkfarm Drive. The address for the New Building will be from Jane Street (both in terms of the principal entrance and municipal address).

3. The overall height of the New Building has been reduced to 96.00 metres (excluding the mechanical penthouse) and the Gross Floor Area has been reduced to 33,555 square metres.
4. The frontage between the proposed podium and Chalkfarm Drive will include at-grade patios for the townhouse units (with a depth of 2.4 metres), a 3.6 metre landscape buffer between the patios and the property line, a 1.5 metre wide strip of landscaping and a 2.1 metre wide sidewalk, with the landscape buffer wrapping around the corner to Jane Street (as shown on the Revised Plans). The landscape buffer on Chalkfarm Drive will enable the planting of at least six (6) replacement trees.
5. The balconies on the west side of the podium at storeys 6-9 have been shifted in accordance with the without prejudice mediation sessions and are as shown on the Revised Plans.
6. The implementing zoning by-law amendment would secure 10% of the total units as three-bedroom units, 25% of the total units as two-bedroom units and 10% of the total units (i.e., the three-bedroom units) having an average size of 943 sq. ft.
7. The existing rental tenure of the three other buildings on the Property and of the adjacent 160 Chalkfarm Drive building will be secured for a minimum of 20 years. In addition, the proposed at-grade indoor and outdoor amenities in the New Building will be accessible to the residents of the three other buildings on the Property and of the adjacent 160 Chalkfarm Drive building, at no extra charge to the tenants and with no pass-through costs to the tenants of these buildings.
8. The owner agrees to work in good faith with appropriate City staff to conduct a tenant rental survey of the three existing buildings on the Property and of the adjacent 160 Chalkfarm Drive building and, based on the results of this survey, to secure improvements that are internal to these four buildings prior to the issuance of the first above-grade building permit for the New Building, up to a maximum of \$500,000.00, with the details of these improvements to be confirmed through the site plan process, and secured as a legal convenience in the Section 37 Agreement.
9. A financial contribution of \$1,000,000, to be paid before the issuance of the first above-grade building permit for the New Building, and to be indexed upwardly in accordance with the Building Construction Price Index, will be secured in the implementing zoning by-law amendment and Section 37 Agreement for local improvements in the vicinity of the Property, to be detailed through the Section 37 Agreement.

10. On-site parkland will not be provided, with the owner's Section 42 obligation fully satisfied through a cash-in-lieu of parkland payment.
11. The owner will develop a Tenant Communication and Construction Mitigation Plan prior to site plan approval for the New Building.
12. Other matters related to concerns raised by the Toronto and Region Conservation Authority shall be addressed as follows:
 - (i) As noted above, the principal entrance of the New Building will be from Jane Street and there will be a Jane Street municipal address;
 - (ii) A site-specific Emergency Management Program (EMP) will be prepared, including but not limited to dry pedestrian evacuation route, proper signage, elevator restrictions for access to parking garages during a storm event, a 24-hour flood safety representative and/or concierge, and PA system, with the TRCA to review the proposed EMP as a courtesy;
 - (iii) a requirement for tenants to acknowledge the above-noted EMP in lease agreements;
 - (iv) restoration plantings to be provided to compensate for the loss of the natural feature classified as Mixed Woodland in the Natural Heritage Evaluation (with native, non-invasive woody species), with a minimum 2-year maintenance schedule and warranty on the planting materials, in the location for the Restoration Area identified in the Natural Heritage Evaluation; and,
 - (v) a requirement for 2D modelling to demonstrate no off-site flood impacts, as a result of proposed fill within the Regulatory Floodplain, to be addressed through the site plan approval application.
13. The owner agrees to work in good faith with City staff through the site plan approval process on the design of the residential units, the potential to reduce the height of the mechanical penthouse on the tower as part of more detailed design, the potential to enhance the prominence of the Jane Street entrance, the greening of the Chalkfarm Drive landscape buffer (as outlined above), and management of the grade change on the Property.

As part of accepting this without prejudice settlement offer, City Council would direct the City Solicitor and other appropriate staff, to attend before the Local Planning Appeal Tribunal in support of the settlement and to prepare any required zoning by-law amendments for approval by the Local Planning Appeal Tribunal, with any final order withheld pending confirmation from the City Solicitor that:

- the required zoning by-law amendments are in a final form satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor;
- the owner has submitted a revised Functional Servicing Report, including confirmation of water, sanitary and storm water capacity, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services;
- the owner has designed and provided financial securities for any upgrades or required improvements to the existing municipal infrastructure identified in the accepted Functional Servicing Report, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, should it be determined that improvements or upgrades are required to support the development;
- the owner has submitted a revised Transportation Impact Study with respect to parking matters, to the satisfaction of the General Manager, Transportation Services;
- the owner has satisfied all conditions concerning City owned and privately owned trees, to the satisfaction of the Director, Parks, Forestry & Recreation, Urban Forestry Services; and
- the owner has entered into a Section 37 Agreement satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor, and the Section 37 Agreement has been executed and registered on title to the satisfaction of the City Solicitor.

with the Local Planning Appeal Tribunal available to be spoken to by the parties in the event that any dispute arises regarding the satisfaction of the above-noted matters.

As noted above, this without prejudice and confidential settlement offer will remain open until the end of the City Council meeting scheduled to commence on December 16, 2020, after which it should be considered as withdrawn.

Our client greatly appreciates the hard work of City staff that has enabled the presentation of this settlement offer to City Council.

Yours truly,

Goodmans LLP



David Bronskill
DJB/

cc: Client