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July 12, 2021

BY EMAIL

**CONFIDENTIAL AND WITHOUT PREJUDICE**

Our File #127402

Ms. Amanda Hill, Mr. Daniel Elmadany and Mr. Nathan Muscat  
City of Toronto  
Planning & Administrative Tribunal Law  
Metro Hall, 26<sup>th</sup> Floor  
55 John Street  
Toronto, ON M5V 3C6

Dear Ms. Hill, Mr. Elmadany and Mr. Muscat:

**Re: Confidential and Without Prejudice  
Settlement Proposal for Zoning By-law Amendment and Draft Plan of Subdivision  
Application  
1880-1890 Eglinton Avenue East and 1523, 1525-1545 Victoria Park Avenue, Toronto  
OLT Case No. PL180201  
Related OLT File Nos. PL210300 and PL210301  
Municipality File No. 20 209175 ESC 21 OZ**

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As you are aware, we act on behalf of CP REIT Ontario Properties Limited (“**Choice**”) with respect to the property municipally known as 1880-1890 Eglinton Avenue East and 1523, 1525-1545 Victoria Park Avenue, Toronto (the “**Property**”). The Property is approximately 7.7 hectares in size and has 400 metres of frontage on Eglinton Avenue East. The Property is currently developed with a single storey shopping centre.

**Background**

On December 22, 2016, Choice submitted an Official Plan Amendment (“**OPA**”) application to permit the comprehensive redevelopment of the Property as a mixed use, transit-oriented neighbourhood along the Eglinton Crosstown LRT. The proposed amendment introduced a Site and Area Specific Policy to the Official Plan that will contain new policies to guide future development on the Property.

On March 5, 2018, Choice appealed its OPA application to the Ontario Land Tribunal (“**OLT**”) due to Council’s failure to make a decision with respect to the application within the timeframe prescribed by the *Planning Act* (the “**OPA Appeal**”).

On November 8, 2019, Choice submitted a “with prejudice” settlement proposal and a formal revision to its OPA Application.

On September 22, 2020, Choice filed a resubmission with updated materials and studies in support of its OPA application.

On October 16, 2020, Choice filed zoning by-law amendment ("**ZBA**") and draft plan of subdivision ("**Subdivision**") applications for the Property.

On May 5, 2021, Choice appealed its ZBA and Subdivision applications to the OLT due to Council's failure to make a decision with respect to the applications within the timeframe prescribed by the *Planning Act* (the "**ZBA and Subdivision Appeals**").

On April 1, 2021, Choice filed a without prejudice settlement offer to resolve the OPA Appeal, which was accepted by City Council at its meeting on April 7-8, 2021 subject to an amendment increasing the number of affordable housing units set out in the settlement offer, dated April 1, 2021, to 130 affordable housing units based on 100 percent Average Market Rent and an affordability period of 15 years and conditional upon City Council, at the Council meeting commencing on June 8, 2021 (and as extended by the parties to July 14, 2021) providing instructions to the City Solicitor to (a) support the appeals of the ZBA and Subdivision applications in a form that permits the Revised Proposal, (b) request the OLT to consolidate the appeals of the OPA, ZBA and Subdivision and conduct a hearing of same at the earliest opportunity, and (c) request the OLT to allow the appeals of the OPA, ZBA and Subdivision in order to permit the Revised Proposal.

### **Settlement Offer**

We are writing to provide a **without prejudice** settlement offer to resolve the ZBA and Subdivision Appeals (the "**Settlement Offer**"). The revised development proposal for the Property (the "**Revised Proposal**") which forms the basis of this Settlement Offer is described in paragraphs 1 through 12 below and shown on the Architectural Plans, prepared by Giannone Petricone Associates and dated June 11, 2021 (the "**Architectural Plans**").

Choice is prepared to settle the ZBA and Subdivision Appeals with the City provided that City Council support the Ontario Land Tribunal approval of (1) the Revised Proposal, (2) the revised ZBA attached hereto ("**Revised ZBA**"), (3) the draft plan of subdivision attached hereto ("**Draft Plan of Subdivision**"), and (4) the phasing triggers attached hereto ("**Phasing Triggers**") and in accordance with the following terms:

1. **Gross Floor Area:** A total gross floor area of 300,097 square metres is proposed for the Property, calculated in accordance with Zoning By-law 569-2013, as amended. The total residential gross floor area is approximately 270,100 square metres. The total non-residential gross floor area is approximately 30,000 square metres. The gross floor area of the community use space described in paragraph 10(a) below will be excluded from the calculation of the gross floor area on the Property.
2. **Density:** The resulting density is 3.95 FSI, based on the gross site area of the Property and calculated in accordance with Zoning By-law 569-2013, as amended.
3. **Built Form:**
  - a) **Block B:** A 1 to 3-storey building and three 1-storey buildings.

- b) Block C: A 25-storey tall building with a 6-storey base building stepping down to a 3-storey street wall at the intersection of Golden Mile Boulevard and Pharmacy Avenue as well as on the north and west sides of the 6-storey building as shown on the Site Plan. However, the achievement of a 25-storey tall building on Block C is subject to the inclusion of Block H2 as further detailed in the Revised ZBA.

For greater clarity, Block C may be developed without Block H2. In that case, Block C will have a 12-storey building on a 6-storey base building stepping down to a 3-storey base on the west side and a 1-storey base on the north side.

- c) Block D: On the east side of the block, a 38-storey tall building and a 40-storey tall building with a shared 5-storey base building stepping down to a 3-storey street wall along Golden Mile Boulevard. On the west side of the block, a 4-storey mid-rise building along Golden Mile Boulevard and a 36-storey tall building with a 5-storey base building along Eglinton Avenue East and a 3 to 5-storey base along Public Street C (Meadoway Boulevard).
  - d) Block E: On the east side of the block, a 5 to 10-storey mid-rise building with a 1 to 3-storey base along Golden Mile Boulevard, a 3 to 5-storey base along Eglinton Avenue East, and a 3 to 5-storey base along Public Street C (Meadoway Boulevard). On the west side of the block, a 33-storey tall building with a 5-storey base along Eglinton Avenue East, stepping down to a 3-storey base on the north side.
  - e) Block F: On the east side of the block, a 3-storey building along Street B (Entrance Boulevard) and Golden Mile Boulevard and a 46-storey tall building with a 3 to 4-storey base building along Eglinton Avenue East. On the west side of the block, a 42-storey tall building and a 48-storey tall building with a shared 4-storey base building stepping down to a 3-storey street wall along Golden Mile Boulevard.
  - f) Block G: A 25-storey tall building and a 31-storey tall building with a shared 6-storey podium.
- 4. **Tower Floor Plate:** The residential tower floor plates of tall buildings shall have a maximum gross building area of 750 square metres.
  - 5. **Building Setbacks and Stepbacks:** The minimum building setbacks and stepbacks are as illustrated on the diagrams and the related provisions of the Revised ZBA.
  - 6. **Tower Separation Distances:** The minimum tower separation distances between the tower portions of tall buildings are as illustrated on the diagrams and the related provisions of the Revised ZBA.
  - 7. **Public Street Network:** The new public streets, being Golden Mile Boulevard, Entrance Boulevard and Meadoway Boulevard, and their rights-of-way are shown and identified on the Draft Plan of Subdivision.
  - 8. **Parking Rate:** A minimum parking supply of:
    - a) 0.5 parking spaces per dwelling unit;
    - b) 0.1 parking spaces per dwelling unit for visitor parking;
    - c) 1 parking space per 100 square metres of retail gross floor area; and

d) 1 parking space per 100 square metres of commercial gross floor area.

9. **Community Agency Space Parking Spaces:** In accordance with paragraph 8, above, Choice will provide 1 parking space per 100 square metres of gross floor area attributed to the Community Agency Space. Of the total parking requirement, Choice will provide 10 parking spaces exclusive to the users of the Community Agency Space during the typical operating hours of the tenant(s) of the Community Agency Space, the balance of which may be shared with any of the non-residential use(s). Of the 10 exclusive parking spaces, Choice will provide three (3) accessible parking spaces.

10. **Transportation Demand Management (TDM) Measures:** The following TDM measures will be provided:

- a) Reduction of residential parking supply to the rates noted in paragraph 8 above;
- b) Reduction of free employee parking;
- c) Encouragement of carpooling;
- d) A total of 18 Car-share spaces across all blocks;
- e) Secure bicycle parking spaces;
- f) 8 Bicycle repair stations across all blocks
- g) 8 Real-time transportation display screens across all blocks
- h) PRESTO passes for 130 affordable housing units for one-year;
- i) Ten (10) bike share stations on the Property together with 500 bike share memberships (one-year), of which 130 of the bike share memberships will be provided to the 130 affordable housing units;
- j) On-site pedestrian infrastructure, such as accessible connections;
- k) TDM marketing initiatives, such as providing active transportation, transit and car share information in tenant welcome packages and supporting the Smart Commute carpool program through lobby literature, concierge service, newsletters, and posters.

11. **Public Park:** An on-site parkland dedication of 6,597 square metres is proposed on Block 3 (Block A1) and Block 4 (Block A2). The remaining required parkland dedication under Chapter 415, Article III of the Toronto Municipal Code will be provided in cash-in-lieu of parkland. If Block 3 (Block A1) is required for temporary servicing, then Choice will provide a cash-in-lieu of parkland payment for that block and such block will not contribute to the on-site parkland dedication requirements.

The City agrees to provide Choice with a credit for the parks and recreation component of Development Charges payable for above base park improvements.

12. **Privately Owned Publicly-Accessible Spaces (“POPS”):** The following POPS will be provided as generally shown in the Revised ZBA:

- a) Block 6 (Block F) – Southwest Corner POPS with a minimum size of 380 square metres;
- b) Block 1 (Block G) – South Golden Mile Boulevard POPS with a minimum size of 560 square metres;
- c) Block 7 (Block E) – Central Plaza POPS with a minimum size of 680 square metres/Public Art at Intersection; and

- d) Block 8 (Block F) – POPS along Street C with a minimum size of 740 square metres with a minimum width of 10 metres.

13. **Interim Surface Parking on Block 2 (Block B):** Prior to the construction of the three 1-storey buildings on Block 2 (Block B), surface parking will be located on the eastern portion of such block.

14. **Section 37 Community Benefits:** Choice agrees to provide the following community benefits pursuant to Section 37 of the *Planning Act* secured in one or more agreements registered on title to the lands, in accordance with the terms set out in this Settlement Offer:

Community Agency Space

- a) the Owner shall design, construct, and convey to the City, in an acceptable environmental condition, for nominal consideration and at no cost to the City:
  - i) a 30,000 square feet of unfinished Community Agency Space of gross floor area based on a maximum value of \$13,500,000 and a cost of \$450 per square foot for construction to base building condition for an office type use; or,
  - ii) an alternate sized Community Agency Space gross floor area up to a maximum value of \$13,500,000 (indexed in accordance with the Construction Price Index from the date of Agreement to the date on which the letter of credit is provided) based on a value per square foot of construction costs (which value shall include costs associated with construction, labour, materials and design, as applicable) satisfactory to Choice and the Chief Planner and Executive Director, City Planning and the Executive Director, Corporate and Real Estate Management, should the City elect for the delivery of the Community Agency Space to be constructed for a use other than for an office type use,
- b) either of which options are located within Block 6 (Block F) in a location satisfactory to the Chief Planner and Executive Director, City Planning, the Executive Director, Corporate and Real Estate Management and the Executive Director, Social Development, Finance and Administration and subject to the following:
  - (1) the Community Agency Space shall be delivered to the City in fee simple and finished to Base Building Condition, with the terms and specifications to be secured in the Section 37 Agreement, all satisfactory to the Executive Director, Social Development, Finance and Administration, the Executive Director, Corporate Real Estate Management, the Chief Planner and Executive Director, City Planning and the City Solicitor;
  - (2) prior to the OLT Hearing for October, 2021, the City shall confirm the use of the Community Agency Space as per paragraph 14.a);
  - (3) prior to the issuance of the first above grade building permit, the owner shall provide a letter of credit in the amount sufficient to guarantee 120 percent of the estimated cost of the design, construction and handover of the Community Agency Space complying with the specifications and requirements of the Section 37

Agreement, to the satisfaction of the Executive Director, Corporate Real Estate Management, the Executive Director, Social Development, Finance and Administration, the Chief Planner and Executive Director, City Planning and the City Solicitor;

- (4) concurrent with or prior to, the conveyance of the Community Agency Space to the City, the owner and the City shall enter into, and register on title to, the appropriate lands an Shared Facilities Agreement at no cost to the City, that is in a form satisfactory to the City Solicitor; the Shared Facilities Agreement shall address and/or provide for the integrated support, use, operation, maintenance, repair, replacement, and reconstruction of certain shared facilities, and the sharing of costs, in respect thereof, of portions of the subject lands to be owned by the City and the owner as they pertain to the Community Agency Space;
- (5) there shall be no further financial contribution, start-up or fit-out funding provided to the City by Choice in association with the Community Agency Space. Additionally, the owner will not be responsible for the costs of the operation and maintenance of the Community Agency Space;
- (6) details of the Community Agency Space will be determined as part of the future site plan approval process for Block F, following the City's confirmation of the use of the Community Agency Space as per paragraph 14.a), which details include but are not limited to the following:
  - (a) Location of entrances and accesses to the community services facility space;
  - (b) Washrooms within the community services facility space;
  - (c) Number and location of elevators for the community services facility space;
  - (d) Number of janitorial closets within the community services facility space;
  - (e) Kitchen facilities, if any, within the community services facility space;
  - (f) Access to garbage disposal chutes for users of the community services facility space; and
  - (g) Location of fire stairwell entrances for the community services facility space.

#### Affordable Housing

- c) the provision of 130 affordable housing units, based on 100% Average Market Rent and an affordability period of 15 years, or, if the owner applies for financial assistance through the City of Toronto's Open Door Program to lengthen and/or deepen affordability and such financial assistance is approved by the City such that a waiver of property taxes and development charges through the City of Toronto's Open Door Program is granted, the owner will construct 230 affordable housing units, based on 100% Average Market Rent, and an affordability period of 15 years;
- d) such affordable housing units shall be provided as follows:
  - i) the affordable housing units will have unit mix of:
    - a. 65% one-bedroom units;
    - b. 25% two-bedroom units; and
    - c. 10% three-bedroom units.

- ii) the size of the affordable housing units will be consistent with the average size of the market units in the same building;
- iii) the distribution of affordable housing units will be as follows:
  - a. 50% of the total number of affordable housing units on Block 1 (Block G);
  - b. 50% on Block 8 (Block D);
  - c. with an option for the owner, at its sole discretion (subject to c(i), (ii) and (iv)), to provide affordable housing units on Block 6 (Block F), with such reduction of the required affordable housing units on Block 8 (Block D); and
  - d. with an option for the owner, at its sole discretion (subject to c(i), (ii) and (iv)), to provide more than 50% of the affordable housing units on Block 1 (Block G), with such reduction of the required affordable housing units on Block 8 (Block D).
- iv) the specific location and distribution of the affordable housing units will be determined as part of future site plan approval applications in accordance with the terms of the Section 37 Agreement;
- v) if the owner applies for financial assistance through the City of Toronto's Open Door Program to lengthen and/or deepen affordability, the Owner will use commercially reasonable efforts to coordinate such application with the timeline for construction of any such affordable housing units;
- vi) the affordable housing units will be constructed and conveyed in accordance with the timing identified in the Phasing Triggers.

**15. Matters to be Secured in the Section 37 Agreement as a Legal Convenience, Zoning By-law Amendment(s) and/or Draft Plan of Subdivision Conditions:** Choice agrees that the following matters will be secured in the Section 37 Agreement, Zoning By-law Amendment and/or Conditions of Subdivision Approval for the Subdivision Agreement, where deemed appropriate by the Chief Planner and Executive Director, City Planning and the City Solicitor, as a legal convenience or as matters required to support development:

- a) the Owner shall prepare, at its expense, a Public Art plan (the "Public Art Plan") for the provision of Public Art, up to a maximum value of \$1,000,000.00, upon the Site or adjacent City-owned land and shall submit the Public Art Plan to the City, to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with the Toronto Public Art Commission, and to City Council for approval, in accordance with the terms and conditions satisfactory to the Chief Planner and the Executive Director, City Planning and the City Solicitor. The Public Art Plan may include design strategies to incorporate indigenous culture/history throughout the Development Site;
- b) prior to the issuance of the first above grade building permit for any residential development on each Block where public art is planned, the Owner shall provide financial security in the form of a Letter of Credit for public art, identified in the approved Public Art Plan to secure the commission and installation of public art in accordance with the approved Public Art Plan in paragraph 14.a) above;

- c) the required transportation improvements and transportation demand management (TDM) measures identified in the Multi-Modal Transportation Impact Study accepted and satisfactory to the General Manager, Transportation Services and secured to the satisfaction of the City Solicitor and the Chief Planner and Executive Director, City Planning in the zoning by-law amendment in addition to the following identified matters:
- i) the Owner shall pay to the City, by certified cheque, the sum of Five Hundred Thousand Dollars (\$500,000.00) in Canadian funds, indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan area, calculated from the date of the execution of this Agreement to the date of payment, for the future implementation of ten (10) bike-share stations, at locations that may be determined by the Chief Planner and Executive Director, City Planning and General Manager, Transportation Services;
  - ii) prior to the issuance of any above grade building permit on each Block where bike repair stations are planned for and identified in the Site Plan Approval Application satisfactory to the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, the Owner provide a letter of credit for \$2,000 for each of the eight (8) bike repair stations on the development site, and thereafter provide evidence of installation, such as in a form satisfactory to the General Manager, Transportation Services for such financial security to be returned;
  - iii) prior to the issuance of any above grade building permit on each block, the Owner provide a letter of credit for \$5,000.00 for each of the eight (8) real-time transportation information screen on the development site where planned and thereafter provide evidence of installation, such as in a form satisfactory to the General Manager, Transportation Services for such financial security to be returned;
  - iv) in the event that the Transit Corridor Study for Victoria Park Avenue has not commenced prior to development of the Property, the owner shall provide funding based on its proportionate share of the costs of such study, up to a maximum contribution of \$125,000.00;
  - v) the owner shall provide one PRESTO pass to each of the 130 affordable housing units, each pre-loaded with the value of one yearly PRESTO fare to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services;
  - vi) the owner shall provide a 500 bike share annual memberships to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, of which, one bike share memberships provided to each of the 130 affordable housing units;

For greater clarity, the delivery of any required financial security shall be required as a pre-approval condition of site plan approval for the applicable Block/Building/Phase in which the TDM measures are proposed.



- d) the Owner shall provide, at their sole cost and expense, a wind tunnel testing for the development as part of each site plan control application, and thereafter secure and implement mitigation measures identified in any accepted Wind Tunnel Study/Report satisfactory to the Chief Planner and Executive Director, City Planning;
- e) the following privately owned publicly accessible open spaces, whereby as a pre-approval condition to Site Plan Approval for each respective Block where the privately owned publicly accessible open spaces is located, the owner shall convey to the City, for nominal consideration, easement(s) along the surface of the lands, to the satisfaction of the City Solicitor, which shall constitute the privately owned publicly accessible open spaces and any required public access easements to connect the privately owned publicly accessible open spaces to adjacent privately owned publicly accessible open spaces and/or public rights-of-way, where necessary; and the owner shall own, operate, maintain and repair the privately owned publicly accessible open spaces and install and maintain a sign, at its own expense, stating that members of the public shall be entitled to use the privately owned publicly accessible open spaces at all times of the day and night, 365 days of the year; and the specific location, configuration and design of the privately owned publicly accessible open spaces shall be determined in the context of a site plan approval for each building and/or block pursuant to Section 114 of the City of Toronto Act, 2006, and secured in a Site Plan Agreement with the City:
  - i) Block 6 (Block F) – Southwest Corner POPS with a minimum size of 380 square metres;
  - ii) Block 1 (Block G) – South Golden Mile Boulevard POPS with a minimum size of 560 square metres;
  - iii) Block 7 (Block E) – Central Plaza POPS with a minimum size of 680 square metres/Public Art at Intersection;
  - iv) Block 8 (Block F) – POPS along Street C with a minimum size of 740 square metres with a minimum width of 10 metres;
- f) the provision of a public pedestrian access easement to provide a grade-level mid-block pedestrian route on Block 6 (Block F) connecting Eglinton Avenue East and Street A1, to the satisfaction of the Chief Planner and Executive Director, City Planning, with the exact location, design and timing of delivery of the pedestrian easement to be determined in the context of Site Plan Approval. The owner shall own, operate, maintain and repair the public pedestrian easement area and install and maintain a sign, at its own expense, stating that members of the public shall be entitled to use the public pedestrian easement at certain times of the day and night, and the owner may restrict access from time to time, so long as they do not unreasonably and permanently obstruct pedestrian movement of persons of all ages and abilities with such matters determined in the context of a site plan approval pursuant to Section 114 of the *City of Toronto Act, 2006*, and secured in a Site Plan Agreement with the City. For greater clarity, this pedestrian access easement is not a POPS and retail/commercial/residential use or related programming, including partial or full temporary closures, will not be restricted, provided the easement lands can be universally accessed by all persons of all ages and abilities. The City acknowledges that the Pedestrian Sidewalk Easement may be subject to encumbrances as necessary in connection with, for example,

condominium registration, provided that easement lands can be universally accessed by all persons of all ages and abilities;

- g) prior to the issuance of Site Plan Approval for any part of the Development Site, the owner shall provide a Design Brief, which is based on the performance standards in the SASP, ZBA and this Settlement Offer;
- h) the owner will construct and maintain the Development Site in accordance with Tier 1, Toronto Green Standard, and the owner will be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of Toronto Green Standards applicable at the time of the site plan application for each building on the Development Site;
- i) the requirements for a construction management plan to be provided at the time of site plan approval, with the general matters included in the Section 37 Agreement, including but not limited to, noise, dust, size and location of staging areas, location and function of gates, dates of significant concrete pouring, lighting details, vehicular parking and queuing locations, street closures, coordination with adjacent on-going development construction, parking and laneway uses and access, refuse storage, site security, site supervisor contact information, any required coordination with Metrolinx regarding the Eglinton Crosstown LRT, and a communication strategy with the surrounding community, and any other matters requested by the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services;
- j) implementation of, and/or mitigation measures listed, in any reports, studies and plans submitted by Choice leading up to the filing of this Settlement Offer or any reports, studies and plans required as part of Council's acceptance of this Settlement Offer, where such reports, studies and plans have been accepted by the City;
- k) the conditions and matters as identified in memorandums provided to the City on behalf of Metrolinx as it relates to the Eglinton LRT, utility companies, Toronto District School Board, Toronto District Catholic School Board, and the Toronto and Region Conservation Authority based on their review of the development applications, all of which are identified satisfactory to the Chief Planner and Executive Director, City Planning and secured in the appropriate agreement(s), the Zoning By-law Amendment and Draft Plan of Subdivision conditions (where appropriate), satisfactory to the City Solicitor;
- l) as part of the first site plan application and prior to any site plan approval on any part of the site, the owner shall provide a revised landscape plan and soil volume plan for the entire Development Site, including streetscape cross-sections, all satisfactory to the Chief Planner and Executive Director, City Planning, General Manager, Transportation Services, and the Director, Urban Forestry building upon the plans and drawings prepared by mbtw group dated June 16, 2021 and attached to this Settlement Offer. For greater clarity, the landscape plan and soil volume plan will be updated and finalized as part of the site plan approval process for the corresponding Block in future site plan approval processes following the first site plan application.

- m) as part of the first site plan application and prior to any site plan approval on any part of the Development Site, the owner shall provide a Public Utilities Plan for the entire Development Site to ensure, among other matters, that above ground and underground utilities and streetscape elements, such as street trees, sidewalk locations are located at appropriate locations for all new and existing streets and such plan should be submitted as a separate plan grayed and underplayed on the Landscape Plan required above, for the entire Development Site, all satisfactory to the Chief Planner and Executive Director, City Planning, the Chief Engineer and Executive Director, Engineering and Construction Services, General Manager, Transportation Services, and the Director, Urban Forestry. The City acknowledges that site plan approval for Block F may be granted in advance of the City's approval of the Public Utilities Plan for the balance of the Development Site;
  - n) the final phasing of the Development Site building upon the phasing plan triggers outlined in Phasing Triggers, in a form and content acceptable to the Chief Planner and Executive Director, City Planning, in consultation with the General Manager, Transportation Services, the General Manager, Parks, Forestry and Recreation, the Chief Engineer and Executive Director, Engineering and Construction Services, the Executive Director, Social Development and Finance Administration, and the Executive Director, Corporate and Real Estate Management and the City Solicitor, and such matters are secured in appropriate agreement(s) satisfactory to the Chief Planner and Executive Director, City Planning;
  - o) secured the requirement for the design of any upgrades or required improvements to the existing municipal infrastructure and/or new municipal infrastructure identified in the accepted Engineering Reports to support the development, including securing the provision of financial securities for any such upgrades or improvements, all to be provided at the sole cost and expense of the owner, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, and such upgrades and/or improvements secured in the Section 37 Agreement, Zoning By-law Amendment and/or in Draft Plan of Subdivision Conditions; and
  - p) submitted a revised Multi-Modal Transportation Impact Study to reflect the Transportation Demand Management (TDM) Measures listed in paragraph 10 of this Settlement Offer, and including a multi-modal analysis, at the sole cost and expense of the owner, to the satisfaction of, the General Manager, Transportation Services and that such matters arising from such study including the required TDM measures be secured where appropriate and as required.
16. **Phasing:** The phasing of development infrastructure, community service facility space, affordable housing units, parkland and the development of the Property is set out in the attached Phasing Triggers. Notwithstanding the requirement for construction and conveyance of municipal infrastructure and rights-of-way prior to the issuance of any building permit, at the discretion of the Chief Building Official and the Chief Engineer and Executive Director, Engineering and Construction Services, the City agrees that demolition permits may be issued for any block and below grade building permits may be issued for Block 6 (Block F) subject to any relevant determinations made respecting the Engineering Reports.

17. **Draft Plan of Subdivision Conditions:** Choice and the City shall prepare Draft Plan of Subdivision Conditions in accordance with the Phasing Triggers. The parties acknowledge that the satisfactory completion of the Engineering Reports, as defined in pre-condition 4.a in paragraph 23, will be required in order to finalize the Draft Plan of Subdivision Conditions.
18. **Craigton Drive:** Choice acknowledges and agrees that the inclusion of a portion of Craigton Drive in the Revised ZBA (shown as Block H2) in no way fetters the discretion of City Council regarding the operation, management and/or control of such lands, including any potential disposition of such lands.
19. **Choice as Landlord and City as a Tenant:** The City and Choice agree that the acceptance of the Settlement Offer by City Council is without prejudice to the City's rights as a tenant and Choice's rights as landlord on the Development Site, including any potential relocation of the Toronto Employment and Social Services office. Any leasehold obligations from that lease agreement will be addressed through a separate process between Choice and Real Estate Services.
20. **Prevailing By-laws:** The City and Choice agree that Zoning By-law Amendment will include a provision to ensure that Exception V of the former City of Scarborough Zoning By-law (Clairlea Community) No. 8978, as amended, including but not limited to Former Borough of Scarborough By-law 15214, continues to apply to Block F, Block G and Block B until such time that redevelopment of the last of these blocks is commenced in accordance with the Revised Proposal.
21. **Draft Zoning By-law Amendment:** The Revised ZBA included and forming part of this Settlement Offer is intended to permit the Revised Proposal. This Settlement Offer is conditional upon Council supporting the OLT's approval of the Revised ZBA in substantial accordance with the Revised ZBA attached hereto. Choice and the City agree that the Revised ZBA may be further revised, as necessary, to reflect the details of the Revised Proposal and in accordance with the terms of this Settlement Offer, including, but not limited to, paragraph 24.
22. **Desktop Wind Study:** Choice will submit to the City prior to the OLT Hearing scheduled for October, 2021, an updated desktop wind study for the Revised Proposal for informational purposes. Choice will submit to the City wind tunnel studies as part of future site plan approval applications to determine any appropriate wind mitigation measures and such requirement to implement the wind mitigation measures be secured in the appropriate agreement(s).
23. **Pre-Conditions to Final Order:** Choice and the City agree to request that the OLT Order withhold the Final Orders on the ZBA and Subdivision Appeals until such time as the OLT has been advised by the City Solicitor that:
  1. the proposed Zoning By-law Amendment(s) are in a content and form satisfactory to the Owner and the City Solicitor and the Chief Planner and Executive Director, City Planning, including any required revisions, changes or amendments thereto and if determined to be required by the Chief Building Official and Executive Director, Toronto Building, the Chief Planner and Executive Director, City Planning and the Director, Zoning, preparation of a satisfactory Site-Specific Zoning By-law Amendment to the Former City of Scarborough Zoning By-law for the site;

2. as it relates to the Order on the Draft Plan of Subdivision only, the draft plan of subdivision conditions and the draft plan of subdivision are satisfactory in content and form to the Chief Planner and Executive Director, City Planning, the Chief Engineer and Executive Director, Engineering and Construction Services and the City Solicitor including any required revisions, changes or amendments thereto, provided that any such revisions, changes or amendments are in accordance with the terms of this Settlement Offer, dated July 12, 2021 including the Phasing Triggers attached thereto;
3. the owner has provided a final form of Phasing Plan that reflects the findings of the Engineering Reports, in a content and form acceptable to the Chief Planner and Executive Director, City Planning, in consultation with the General Manager, Transportation Services, the General Manager, Parks, Forestry and Recreation, the Chief Engineer and Executive Director, Engineering and Construction Services, the Executive Director, Corporate and Real Estate Management, and the City Solicitor;
4. the owner has, at its sole cost and expense:
  - a. submitted the watermain distribution analysis which identifies the required watermain upgrades, a revised Functional Servicing Report, together with supporting documentation, including confirmation of water and fire flow, sanitary and storm water capacity, Stormwater Management Report and Hydrogeological Report (the "**Engineering Reports**") to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the General Manager, Toronto Water;
  - b. confirmed that the implementation of the Engineering Reports that are accepted by the Chief Engineer and Executive Director, Engineering and Construction Services either do not require changes to the proposed Zoning By-law Amendment or any such required changes have been made to the proposed Zoning By-law Amendment to the satisfaction of the Chief Planner and Executive Director, City Planning, the City Solicitor and the Chief Engineer and Executive Director, Engineering and Construction Services;
  - c. filed a complete revised Draft Plan of Subdivision application to the City, including updated plans, drawings, reports and studies in support of the same, which reflect the revised proposal for circulation and comment by all applicable divisions, agencies and boards, both internal and external, to the City, the circulation of the Draft Plan of Subdivision shall have been completed and the Chief Planner and Executive Director, City Planning, shall be satisfied with the Draft Plan of subdivision, and shall have prepared draft plan approval conditions in acceptable form for approval of the Ontario Land Tribunal, as applicable; and
5. As it relates to the Order on the Zoning By-law Amendment only, the owner has entered into a Section 37 Agreement with the City and registered on title to the property all to the satisfaction of the Chief Planner and Executive Director, City

Planning and the City Solicitor securing the community benefits set out in paragraph 13 of this Settlement Offer and the matters of legal convenience set out in paragraph 14 of this Settlement Offer.

6. As it relates to the Order on the Zoning By-law Amendment only, the Owner has agreed to resolve its appeal of Official Plan Amendment No. 499, including the Golden Mile Secondary Plan and not seek any party or participant status on the appeals, and that Official Plan Amendment No. 499 is brought into force as it applies to the Site.

**24. Disclosure of Settlement Offer:** If City Council accepts this Settlement Offer, that decision shall be disclosed to Choice on a confidential and without prejudice basis, but shall otherwise remain confidential until the following conditions have been satisfied which shall occur no later than August 16, 2021, or such later date as may be agreed to by the City and Choice:

- a) finalize the built form related provisions and diagrams of the Revised ZBA, to the satisfaction of Choice and the City;
- b) finalize the Terms of Reference for the Watermain Distribution Analysis, to the satisfaction of Choice and the City provided that a draft terms of reference is provided to the City by the Owner's engineering consultant no later than July 26<sup>th</sup>; and,
- c) acceptance of the Transportation Impact Study Update for ZBA, prepared by LEA Consulting and dated July, 2021, and submitted to the City on July 10, 2021 to the satisfaction of the General Manager, Transportation Services, which Choice has updated to reflect the TDM Measures listed in paragraph 10 above, including a multi-modal analysis.

**25. OLT Hearing:** If City Council accepts this Settlement Offer and the conditions in paragraph 24 are satisfied, the City and Choice agree to:

- a) request the OLT to consolidate the appeals of the OPA and ZBA;
- b) proceed with a settlement hearing in October, 2021 to dispose of the appeals of the OPA and ZBA; and
- c) request an adjournment of the appeal of the Plan of Subdivision and request the OLT to schedule a one day settlement hearing at the earliest possible opportunity.

The City acknowledges that the adjournment of the Subdivision Appeal is being consented to by Choice in order to provide additional time for the City to prepare the Draft Plan of Subdivision Conditions. The City shall work with Choice to prepare and finalize the Draft Plan of Subdivision Conditions that implement the terms of this Settlement Offer in advance of the hearing on the Subdivision Appeal. In the event that issues arise in the preparation of the Draft Plan of Subdivision Conditions that require adjudication by the OLT, then any such outstanding issues shall be adjudicated at the hearing to be scheduled.

In the event that the adjudication of the appeals for the OPA and ZBA do not proceed in October, 2021, then the City will agree to request that the OLT consolidate the appeals of the OPA, ZBA and Subdivision.

26. **Other Parties:** The City acknowledges that other parties may have an interest in the OPA, ZBA and Subdivision applications and the City will cooperate with Choice to address any concerns raised by other parties in a manner that is generally supportive of the Revised Proposal and the terms of this Settlement Offer, to the satisfaction of the City and Choice. For greater clarity, the City shall support the settlement, as per the terms of this Settlement Offer, in any hearing before the OLT, including against any objections from third parties.
27. On November 27, 2020, Choice filed an appeal of the Golden Mile Secondary Plan ("GMSP") to the OLT with respect to policies affecting the Property and the future alignment of Golden Mile Boulevard. At the hearing of the GMSP appeal, Choice and the City will request the OLT to bring the GMSP into force as it applies to the Property in the form which, together with the Revised OPA, permits the Revised Proposal.
28. The terms of this Settlement Offer shall remain open until the conclusion of the City Council meeting commencing July 14, 2021.
29. If City Council does not accept this Settlement Offer, the Settlement Offer shall remain confidential and without prejudice.

Should you have any questions about the foregoing, please contact the undersigned or Maggie Bassani ([mbassani@airdberlis.com](mailto:mbassani@airdberlis.com) / (416) 865-3401).

Yours truly,

AIRD & BERLIS LLP



Sidonia Tomasella

ST/MB

encl.

1. Phasing Triggers
2. Revised ZBA
3. Draft Plan of Subdivision
4. Architectural Plans dated June 11, 2021
5. Landscape Plans dated June 16, 2021

cc: Client  
Kelly Matsumoto