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December 7, 2021

Our File No.: 148903

**BY EMAIL
WITH PREJUDICE**

Ms. Jessica Braun and
Mr. Daniel Elmadany
Solicitors, Planning & Administrative Tribunal Law
City of Toronto
26th Floor, Metro Hall
55 John Street
Toronto, ON M5V 3C6

Dear Ms. Braun and Mr. Elmadany:

**Re: 933-935 The Queensway, Etobicoke
City File No. 19 156707 WET 03 OZ/ Tribunal Case File No. PL200308
Final With Prejudice Settlement Offer**

As you are aware, we are solicitors for Queensway Limited Partnership (“**QLP**”) with respect to the above noted matter.

Previous Settlement Proposals

In a letter dated October 7, 2021, our client made a With Prejudice Settlement Offer in regards to this matter (“**Original Settlement Offer**”). The Original Settlement Offer constituted a significant revision to the previous development concept. Through the Original Settlement Offer, QLP proposed to reduce the tower height from 16-Storeys (53.43 metres excluding mechanical penthouse) to 11-Storeys (38.98 metres excluding mechanical) and reduce the overall GFA from 18,610 m² to 17,492 m².

Notwithstanding the significant built form revisions introduced in the Original Settlement Offer, City Staff continued to seek changes to the revised development proposal, including with respect to overall height, and transition to the south towards Queen Elizabeth Boulevard.

In response to these concerns, QLP made a second With Prejudice Offer to the City, in a letter dated November 17, 2021, which introduced additional revisions to the proposed development.

As a result of further discussions with City Staff, our client is pleased to present this **Final With Prejudice Settlement Offer**. The terms of our client’s Final With Prejudice Settlement Offer would: (1) resolve the Appeal in its entirety; and (2) enable the parties to jointly ask the Tribunal to schedule a one day settlement hearing and allow the Appeal in part, in accordance with the terms set out below.

QLP is prepared, on a **with prejudice** basis, to proceed to a settlement hearing based on the Final Settlement Proposal, as reflected in the attached Architectural Plans, dated November 22, 2021 and described below:

1. **Building Height:** the height of the building will be 11-Storeys (36.33 metres), which includes a mezzanine level and excludes mechanical penthouse. QLP agrees that the mechanical penthouse shall be no taller than 5.0 metres, and the location and overall size of the mechanical penthouse will be determined at the Site Plan Approval Stage through consultation with City Staff.
2. **Gross Floor Area:** the development will include a total gross floor area of 16,832 m², resulting in an FSI of 6.27 times the lot area (residential FSI of 6.08 and retail FSI of 0.19).
3. **Unit Mix:** the development will include 10% 3 bedroom units and 20% 2 bedroom units.
4. **Unit Count:** the development will include a maximum of 210 total residential dwelling units. It is recognized that all dwelling units shall provide vehicle parking and amenity space in accordance with the Zoning By-law.
5. **Parking:** residential parking will be provided at a rate of .75 per unit (resident) and .15 per unit (visitor) which is consistent with other approvals recently in the area and supported in the analysis filed in support of the application.
6. **Section 37:** QLP shall enter into a Section 37 Agreement with the City to secure the following:
 - a) QLP shall provide a one-time cash contribution of one million two hundred thousand dollars (\$1,200,000.00) to be allocated towards streetscape improvements along The Queensway through the Shop The Queensway Business Improvement Area; traffic control and street (all street designations) improvement measures; improvements to local parks and trails located in local Ward, including Queensway Park and Mimico Park Trail; and/or public art (including heritage plaques) as identified by the Chief Planner and Executive Director, City Planning, in consultation with the local Ward Councillor and indexed upwardly in accordance with the Statistics Canada Residential or Non-Residential, as the case may be, Building Construction Price Index for the Toronto Census Metropolitan Area, reported quarterly by Statistics Canada in Building Construction Price Indexes Table 18-10-0135-01, or its successor, calculated from the date of execution of the Section 37 Agreement to the date of payment;
 - b) QLP shall enter into a financially secured Development Agreement for the construction of any improvements to the existing municipal infrastructure, should it be determined that upgrades are required to the infrastructure to support this development;
 - c) QLP shall construct and maintain the development of the 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 the building on the Site;

- d) QLP shall satisfy the requirements of the Toronto District School Board and the Toronto Catholic District School Board regarding warning clauses and signage with respect to school accommodation issues; and
 - e) a minimum of 10 percent of the dwelling units on the Site must be three-bedroom units and a minimum of 20 percent of the dwelling units on the Site must be two-bedroom units.
- 7. Finalizing Instrument:** The City and QLP shall work together to finalize the form of the Zoning By-law Amendments to permit the Final Settlement proposal.
- 8. Tribunal Hearing:** The City and QLP shall jointly ask the Tribunal to convene a written or virtual settlement hearing at the earliest opportunity, and shall jointly ask the Tribunal to allow the appeal in part and approve the Zoning By-law Amendment to permit the Settlement Proposal.
- 9. Final Order Withheld:** The City and QLP shall ask the Tribunal to withhold its Final Order to allow the following conditions to be satisfied, with the expectation that City Staff will work expeditiously towards satisfying the same:
- a) The proposed Zoning By-law Amendment is in a final form satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor and has been the subject of a zoning review;
 - b) A Section 37 Agreement satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor, has been executed and registered on title to the subject lands to the satisfaction of the City Solicitor including securing the matters required to support the development outlined in paragraph 6 above;
 - c) QLP has submitted a revised Functional Servicing Report to determine the stormwater runoff, sanitary flow and water supply demand resulting from this development and whether there is adequate capacity in the existing municipal infrastructure to accommodate the proposed development and if upgrades/improvements to the existing municipal infrastructure are required to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services;
 - d) QLP has made satisfactory arrangements with the City and entered into the appropriate financially secured Development Agreement with the City for the design and construction of any improvements to the municipal infrastructure, should it be determined that upgrades are required to the infrastructure to accommodate this development, according to the Functional Servicing Report accepted by the Chief Engineer and Executive Director of Engineering and Construction Services and the Urban Transportation Considerations Report accepted by the General Manager of Transportation Services;
 - e) QLP has provided 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 Chapter 681;

- f) QLP has secured any required noise mitigation measures identified in the submitted Noise and Vibration Impact Study, peer reviewed at QLP's expense, to the satisfaction of the Chief Planner and Executive Director, City Planning; and QLP shall construct and maintain any required noise mitigation measures, with such design to be secured through built form revisions reflected in the Zoning By-law and/or the site plan application review process, to the satisfaction of the Chief Planner and Executive Director, City Planning;
- g) QLP has secured any required mitigation measures identified in the submitted Compatibility/Mitigation Report, peer reviewed at QLP's expense, to the satisfaction of the Chief Planner and Executive Director, City Planning; and QLP shall construct and maintain any required mitigation measures, with such design to be secured through built form revisions reflected in the Zoning By-law and/or the site plan application review process, to the satisfaction of the Chief Planner and Executive Director, City Planning; and
- h) QLP has submitted a detailed wind tunnel test complete with a statistical wind analysis to determine the impacts and efficacy of the recommended wind mitigation measures, evaluated to the satisfaction of the Chief Planner and Executive Director, City Planning; and QLP shall construct and maintain any required mitigation measures, to be secured through the site plan application review process, to the satisfaction of the Chief Planner and Executive Director, City Planning.

10. Costs: Each party shall bear its own costs in this matter.

In support of this **Final With Prejudice Settlement Offer**, please find enclosed a revised set of Architectural Plans, prepared by TACT Architecture Inc., dated November 22, 2021 which reflect the Settlement Proposal. QLP recognizes that there may be further revisions to the proposed development identified in the Architectural Plans, prepared by TACT Architecture Inc., dated November 22, 2021, to address matters related to compatibility and mitigation as recommended by the peer reviewer through the accepted Compatibility/Mitigation Report all satisfactory to the Chief Planner and Executive Director, City Planning.

It is our client's expectation that QLP and the City will work together to finalize the terms of the draft Zoning By-law Amendment, which reflects the Settlement Proposal and the items outlined in this settlement offer, prior to the settlement hearing.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

AIRD & BERLIS LLP



Eileen P. K. Costello
EPKC:MH:tp

Cc. Client

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David McKay, MHBC Planning

Encls.

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