

Public Attachment 1

AIRD BERLIS

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September 29, 2021

WITH PREJUDICE

Kasia Czajkowski
Solicitor, City of Toronto
100 Queen Street West
Toronto, ON M5H 2N2

Dear Ms. Czajkowski:

**Re: OLT Case No. PL200550, 95-131 and 155 Balliol Street, Toronto
Amended and Final With Prejudice Settlement Offer**

As you are aware, Aird & Berlis LLP represents 1388010 Ontario Inc and 401701 Ontario Limited which collectively are the owners of lands municipally known as 95-131 & 155 Balliol Street, in the City of Toronto. This letter is an amendment to the original With Prejudice Settlement Offer dated September 24, 2021 and is further to our emails and discussions on September 29th. This should be considered as the Final Settlement Offer from our client.

On June 12, 2020, our clients submitted an application for amendments to the City's former Toronto Zoning By-law 438-86 and City-wide Zoning By-law 569-2013 to permit the replacement of nineteen (19) two-storey townhomes with a new 38 storey residential building ("Zoning By-law Amendments"). Our clients also updated a previously submitted Rental Housing Demolition Application to reflect the proposal. City staff issued a Notice of Complete Application on July 23, 2020, deeming the application complete as of July 9, 2020.

City staff issued a Preliminary Report on the applications dated September 16, 2020 and a Community Consultation meeting was held on February 4, 2021.

On October 28, 2020, our clients appealed their applications for the Zoning By-law Amendments to the (then) Local Planning Appeal Tribunal ("LPAT"). A confidential mediation session was convened by the LPAT with the City, adjoining landowners and the South Eglinton Ratepayers' & Residents' Association (SERRA).

Arising from that confidential mediation session, our clients are pleased to make this amended with prejudice settlement offer to the City, comprised of this letter and the attached architectural plans prepared by BDP Quadrangle dated June 22, 2021 (the "Settlement Plans").

This amended settlement offer is generally composed of three separate elements, which are described in detail below and which will be secured in a Section 37 Agreement to be entered into and executed by our clients prior to the Zoning By-law Amendments coming into full force and effect.

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Built Form Changes to the Plans

The development will proceed substantially in accordance with the Settlement Plans and more particularly will include:

- A maximum building height of 37 storeys;
- A maximum tower floorplate of 785 m²;
- Full replacement of the nineteen (19) existing rental townhouses within the podium of the new development as per the Settlement Plans;
- The replacement rental townhouses shall collectively contain no less than 2,905 m² of gross floor area and be comprised of seventeen (17) three-bedroom units, and two (2) two-bedroom units;
- Each of the eleven (11) grade-related replacement rental townhouses shall have individual entrances with direct access to the outdoors, while each of the eight (8) stacked townhouses shall have shared access to outdoor amenity space on the third floor;
- A maximum of five (5) townhouse units may be four-bedroom units upon confirmation of the unit mix in existing nineteen (19) rental townhouses;
- The unit mix of the new units in the 37-storey building will contain:
 - 10% of three-bedroom units “net new” (i.e. not including the replacement units) with an average size of 90 m²;
 - 15% of two-bedroom units “net new” (i.e. not including the replacement units) with an average size of 74 m²;
 - An additional 15% of the units capable of being converted to two- or three-bedroom units, with no average size requirement; and
- A private daycare to be provided substantially in the form and location shown on the Settlement Plans will be secured as a matter of legal convenience in the Section 37 Agreement. For clarity, there shall be no obligation on the Owner to maintain the daycare should an operator not be found or continued on the site.

Parkland

An onsite parkland dedication, to a maximum of 904 m², will be provided in the location shown on the Site Plan of the Settlement Plans. The parkland dedication includes the statutorily required parkland dedication as per s. 42 of the *Planning Act* and a further over-dedication of 472 m².

The additional value of the over-dedication is understood to be approximately \$6.2 to \$7 Million dollars, which value will be recognized and secured in the Section 37 Agreement as a community benefit.

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Recognizing the constraints of the site, including the retention of an existing eighteen (18) storey residential rental building immediately adjacent to the development site, the City will agree to defer the conveyance of the on-site parkland to allow for the efficient construction of the new development and the enhanced on-site amenities associated with the existing rental building. For greater certainty, the City will agree that the on-site parkland shall be conveyed the earlier of three (3) years following the issuance of the first Above Grade Building Permit and the registration of the Plan of Condominium for the new building. In return, the Owner shall agree to undertake both the Base and Above Base Park Improvements (to a maximum value equivalent to the parks portion of the City's Development Charges By-law) so that these Improvements are completed prior to the conveyance of the on-site parkland.

In addition to seeking authority with respect to the timing for the on-site parkland conveyance as above, City staff will seek approval for a credit equal to the amount of the parks portion of the City's Development Charges By-law will be provided for any Above Base Park Improvements.

Tenant Relocation Package & Tenant Amenity Enhancements

As noted above, and consistent with the Settlement Plans, our client will relocate the existing nineteen (19) townhomes into the podium of the new building. Our client also agrees to provide a Tenant Relocation Package comprised of the following:

- The right to return for the existing tenants of the townhomes to a replacement rental townhouse unit of a similar size and at similar rent;
- Baseline financial compensation in an amount equal to three (3) months rent (as per the *Residential Tenancies Act, 2006*);
- Additional financial compensation based on each tenant's length of tenure (five months rent for tenants whose length of tenure is less than 5 years, six months rent for 5-9.9 years, seven months rent for 10-14.9 years, eight months rent for 15-19.9 years, ten months rent for 20-29.9 years, and twelve months rent for 30+ years). Alternatively, tenants may move into an existing rental unit of a similar unit size and at similar rent in the existing building at 155 Balliol Street in the interim;
- Special needs assistance in an amount equal to four (4) months rent for tenants who are 70+ years of age and/or have a physical or mental disability;
- The provision of a leasing agent upon request to assist tenants in locating interim alternative accommodation in the neighbourhood;
- Six (6) months notice (increased from four (4) months as required by the *Residential Tenancies Act, 2006*); and
- Moving allowance of \$2,500 both out of the current units and back into the replacement units for each of the nineteen (19) units being replaced.

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Our client has also agreed to the following tenant amenity enhancements including for the existing rental building located at 155 Balliol Street:

- All 267 existing rental dwelling units in the existing building at 155 Balliol Street shall have new air conditioning units installed over/on their balconies, or shall have central air conditioning installed;
- All 267 existing rental dwelling units in the existing building at 155 Balliol Street shall have full access to the new indoor and outdoor amenities in the new building;
- Improvements will be made to the existing laundry rooms – including new folding tables/seating;
- A dog relief area/dog run will be provided in new landscaped area to the rear of the existing building at 155 Balliol Street, the details of which will be developed during the site plan approval process;
- Maintenance and repair of the existing lobby doors;
- The introduction of a new garbage/recycling facility in the west facing side yard of the existing building, the details of which will be developed during the site plan approval process (as shown on the Settlement Plans);
- The preparation of a construction management plan and tenant communication plan for the 267 existing rental dwelling units to be secured through the site plan approvals process.

Our clients acknowledge that all of the above improvements to the existing rental units and tenant amenity enhancements shall be provided at the sole cost and expense of the owner, and shall not be passed down to tenants in any form, including through an above-guideline increase in rent or through the separate metering of utilities. More specifically, tenants whose rents currently include utilities shall not be adjusted as a result of the introduction of air conditioning.

Finally, our client agrees that both the existing 267 rental dwelling units and the 19 replacement townhouses will be maintained as rental dwelling units for a period of twenty (20) years. More specifically, our client agrees that it shall not apply to demolish these units without replacement of same, or seek any approvals to convert these units for any non-rental dwelling use including seeking approval to convert these rental dwelling units into condominium units.

We understand that with the submission of this amended settlement offer City staff will prepare a recommendations report in support of the settlement which report shall be considered at the October 1st and 4th meeting of City Council. We further understand that a meeting will be hosted by the local Councillor on September 28, 2021, the purpose of which is to inform the community of the settlement.

Should you require any additional information or require clarification as to the above items please contact the undersigned. We look forward to finalizing the form and content of the Zoning By-law Amendments and the Section 37 Agreement with City staff in advance of the next appearance before the Tribunal which is scheduled for October 25, 2021.

AIRD BERLIS

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Yours truly,

AIRD & BERLIS LLP

A handwritten signature in dark ink, appearing to read "Eileen P. K. Costello". The signature is fluid and cursive, with the first name "Eileen" being more prominent.

Eileen P. K. Costello
Partner

EPC/JC/cs

Encl.

Cc Neil Robinson
David McKay, MHBC Planning

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