



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

July 7, 2022

Our File No.: 193126

WITHOUT PREJUDICE

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

Attention: Laura Bisset

Dear Sirs/Mesdames:

Re: Case No. PL210308 – 8-18 Brownlow Avenue & 190-200 Soudan Avenue

We are solicitors for Soudan-Brownlow Properties Inc. in respect of the lands known municipally known as 8-18 Brownlow Avenue and 190-200 Soudan Avenue (the “**Property**”). We are writing on behalf of our client with a without prejudice settlement offer in respect of the above-noted matter, which should be considered as open until the conclusion of the City Council meeting scheduled to commence on July 19, 2022.

As you know, our client engaged in without prejudice mediation with City staff and area residents over the last several months regarding the redevelopment proposal for the Property. These discussions have resulted in revised plans, prepared by Neuf Architects and attached to this letter as Schedule “A” (the “**Revised Plans**”). Our client greatly appreciates the efforts of all parties in achieving this proposed settlement.

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

1. The settlement offer is based on the Revised Plans, which would be implemented through the resulting zoning by-law amendment(s).
2. The Revised Plans implement the following matters:
 - a. The building is 21-storeys with a metric height of approximately 73.845 metres to the top of the elevator overrun.
 - b. The top of the tower has been sculpted to address transition to the low-rise neighbourhood to the south.

- c. The placement and orientation of the tower were revised to improve southerly views from the existing building on the property known municipally as 18 Brownlow Avenue (the “**18 Brownlow Building**”).
 - d. At-grade setbacks were increased to enable additional landscaping, including two rows of trees along Brownlow, as shown on the Revised Plans.
- 3. Our client would agree to a Section 37 contribution of \$1.75-million, and such cash contribution shall be indexed upwardly, calculated from the date of the Section 37 Agreement to the date of payment, with the allocation of the funds to be detailed in a Section 37 Agreement. This Section 37 Agreement would also secure the following as a means of legal convenience:
 - a. The existing rental dwelling units in the 18 Brownlow Building would be secured as rental units in accordance with Policy 3.2.1.5(a) of the City of Toronto Official Plan for a minimum of 20 years as of the date of the Section 37 Agreement, without application to convert or demolish.
 - b. To address Policy 3.2.1.5(b) of the City of Toronto Official Plan, the owner would:
 - i. increase the amount of indoor amenity space in the 18 Brownlow Building by adding seventy-five (75) square metres of indoor amenity space on the lower level without seeking an above guideline rent increase for this work; and
 - ii. provide seating around the relocated barbeque area and around the existing swimming pool, and allow access for the tenants of the 18 Brownlow Building to the at-grade outdoor amenity area associated with the Property.
 - c. The owner would undertake a tenant survey to seek input on the programming for this additional indoor amenity space, as well as input on potential improvements or renovations to the 18 Brownlow Building.
 - d. The owner will provide a Construction Mitigation and Tenant Communication Plan.
 - e. The owner will enter into a financially secured 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 the development.
 - f. The owner will submit a revised Transportation Impact Study, including an updated Parking and Loading Study and Transportation Demand Management strategy, and will implement the recommendations of those studies. Should the accepted Transportation Demand Management Plan include any cash contribution toward

Transportation Demand Management measures, such cash contribution shall be paid by the owner to the City prior to the issuance of the first above-grade building permit for the development and allocated in accordance with the Transportation Demand Management Plan, and such cash contribution shall be indexed upwardly, calculated from the date of the Section 37 Agreement to the date of payment

- g. The owner will provide one privately owned publicly-accessible open space, not less than 214 square metres in size, substantially in the location and configuration shown on the Revised Plans, on terms to be detailed in the Section 37 Agreement.
- h. Through Site Plan Control, the owner:
 - i. will provide Landscape Plans along with a composite utility plan overlay on the Landscape Plans, a Soil Volume Plan, an Arborist Report and a Tree Protection Plan. The Landscape Plans shall illustrate soil volumes and species for the proposed trees to be planted on the City-owned right-of-way on Brownlow Avenue, and for the proposed trees to be planted on the subject property along Brownlow Avenue. The owner will relocate at its sole cost and expense any utility conduits that interfere with existing or proposed trees.
 - ii. will provide 5.0 metre-wide landscaped buffers on both of the Brownlow and Soudan frontages of the subject property, substantially in accordance with the landscape buffer shown on the Revised Plans.
 - iii. will provide an on-site dog relief area with proper disposal facilities for existing and new residents, substantially in the size, location and configuration as the pet relief area shown on the Revised Plans;
 - iv. will provide a revised Noise Impact Study, including a peer review paid for by the owner, that identifies all mitigation measures to be undertaken for this development; and agree to construct and maintain any required mitigation measures
 - v. will provide a Pedestrian Level Wind Study; and agree to implement any wind mitigation measures required thereby;
 - vi. consent to the inclusion of warning clauses and signage of the Toronto Catholic District School Board and the Toronto District School Board in the conditions of site plan approval and subsequently within any agreements of purchase and sale or tenant lease agreements for the proposed units;

- i. Prior to Site Plan Approval, the owner will provide a Streetscape Improvement Plan, substantially in accordance with the landscape drawings, which shall provide for:
 - i. a curb extension at the northwest corner of Soudan Avenue and Brownlow Avenue within the public boulevard;
 - ii. along Soudan Avenue, a new 2.1 metre-wide linear path of concrete public sidewalk, within the public boulevard; and
 - iii. along Redpath Avenue, a new 2.1 metre-wide linear path of concrete public sidewalk, within the public boulevard

(the "Streetscape Improvements");

and an acceptable functional plan illustrating the Streetscape Improvements and the associated modifications in the pavement markings and road signs. The owner shall enter into a financially secured agreement in respect of the Streetscape Improvements. The timing for completion of the Streetscape Improvements shall be determined at the time of and through the Site Plan Approval process.

- j. The owner will construct and maintain the development in accordance with Tier 1, Toronto Green Standard applicable at the time of the site plan application for the development;
- k. The owner will submit, prior to commencement of any excavation and shoring work, a Construction Management Plan which will include, but not be limited to the following construction-related matters: noise, dust, size and location of staging areas, location and function of gates, dates of significant concrete pouring, lighting details, vehicular parking and queueing locations, street closures, parking and laneway uses and access, refuse storage, site security, site supervisor contact information, and a communication strategy with the surrounding community, including matters related to the construction of streets or infrastructure, and any other matters requested by the Chief Building Official and Executive Director, Toronto Building, the Chief Planner and Executive Director, City Planning, the General Manager, Transportation Services, and the Chief Engineer and Executive Director, Engineering and Construction Services.

Our client agrees that, in the event City Council accepts this without prejudice settlement offer, the final order of the Ontario Land Tribunal would be withheld, pending completion of the following:

- confirmation that the required zoning by-law amendment(s) are in final form and content, to the satisfaction of the Chief Planner and Executive Director, City Planning; and,
- the owner has submitted any updated engineering reports, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

Our client acknowledges that, in the event the above-noted engineering reports are not satisfactory prior to a request to the Ontario Land Tribunal to issue the final order, the City may request that the Ontario Land Tribunal approve a zoning by-law amendment for the Property inclusive of a holding symbol under Section 36 of the *Planning Act*, the condition for its removal being the satisfactory submission of the above-noted engineering reports, so the Tribunal may issue its final order prior to City Council's pending passage of a community benefit charge by-law.

As noted above, this without prejudice settlement offer will remain open until the end of the City Council meeting scheduled to commence on July 19, 2022, at which point it should be considered as withdrawn if not accepted by City Council.

Our client greatly appreciates the hard work of City staff that has enabled the presentation of this without prejudice settlement offer to City Council.

Yours truly,

Goodmans LLP



David Bronskill
DJB/