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May 10, 2024

Via Email ([michael.mahoney@toronto.ca](mailto:michael.mahoney@toronto.ca))

**Without Prejudice**

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City of Toronto, Metro Hall  
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Toronto, ON M5V 3C6

To Whom it May Concern:

**Re: Settlement Offer – 8 Dawes Road  
Ontario Land Tribunal Case No. OLT-23-000941  
City of Toronto Planning Application No. 22 225744 STE 19 OZ**

We represent Marlin Realty Limited (the "**Owner**"), the owner of the lands municipally known as 8 Dawes Road (the "**Subject Property**") in the City of Toronto (the "**City**"). On November 3, 2022, the Owner submitted an application to amend the City's Zoning By-law No. 569-2013 (City Application No. 22 225744 STE 19 OZ – the "**Application**") for the Subject Property. The Application was deemed complete by the City on December 2, 2022.

On September 15, 2023, the Owner appealed the Application to the Ontario Land Tribunal (the "**Tribunal**"), pursuant to subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13 (Tribunal Case No. OLT-23-000941 – the "**Appeal**"). In its decision dated December 28, 2023, the Tribunal set a ten-day hearing for the Appeal scheduled to commence on July 22, 2024.

Further to our discussions with City staff, we write to make a without prejudice offer to settle the Appeal with the City in its entirety (the "**Settlement Offer**").

The Settlement Offer terms are as follows:

**1. Settlement Plans**

The zoning by-law amendment will permit the proposed mixed-use development (the "**Development**"), generally in accordance with the set of plans and drawings which is

attached hereto as Schedule "A" (the "**Settlement Plans**"), and subject to the matters expressly set out herein, which includes the following:

- (a) a 52-storey mixed-use building (excluding mechanical penthouse), comprised of no more than 37,500 square metres of residential gross floor area and no less than 200 square metres of non-residential gross floor area;
- (b) for the podium portion of the Development, revised height, massing, and setbacks generally as depicted in the Settlement Plans, incorporating:
  - (i) the removal and relocation of amenity space on the second floor of the Development facing north; and,
  - (ii) a non-binding commitment to explore relocating the Development's hydro room below grade and/or away from the identified privately-owned public space located at the intersection at the southern terminus of Dawes Road and the western end of the east-west connection road connecting Dawes Road to Main Street;
- (c) for the tower portion of the Development, revised height, massing, and setbacks generally as depicted in the Settlement Plans, incorporating:
  - (i) a maximum overall building height of approximately 168 metres from established grade, excluding the mechanical penthouse level;
  - (ii) a maximum tower floor plate of approximately 800 square metres (GCA); and,
  - (iii) a minimum tower setback distance to the northerly property line of 12.50 metres, a minimum tower setback distance to the easterly property line of 12.50 metres, a minimum tower setback distance to the southerly property line of 5.10 metres, and a minimum tower setback distance to the westerly property line of 9.50 metres (each excluding balcony projections);
- (d) amenity space at a total of approximately 2,327 square metres, comprised of 1,252 square metres of indoor amenity space and 1,075 square metres of outdoor amenity space;
- (e) a revised façade and crash-wall treatment along the podium portion of the Development, as well as the provision of streetscaping and indigenous-designed art (with further design details to be finalized through the site plan approval process);
- (f) the coordination of the location of the driveway servicing the Development with the design of the intersection and the design of the pedestrian crossings to ensure compatibility with the existing design of the southern terminus of Dawes Road and the western end of the east-west connection road connecting Dawes Road to Main Street as set out in Drawing No. 001 in the Response to

Comments Letter & Transportation Addendum Letter for 6 Dawes Road prepared by LEA Consulting Ltd. dated February 9, 2024 (with further details to be finalized through the site plan approval process); and,

- (g) the coordination of the timing of the conveyance to the City of the driveway servicing the Development in consultation with City staff (with such details regarding the timing of the conveyance to be finalized through the site plan approval process).

The Settlement Plans included alongside this Settlement Offer, if accepted by City Council, are intended to amend the plans previously submitted to the Tribunal for the Appeal.

## 2. Affordable Housing Contribution

The Owner offers to provide an in-kind contribution pursuant to subsection 37(6) of the *Planning Act* in the form of one level of affordable housing on the third floor of the Development comprising a total of twelve affordable housing units (the “**Affordable Housing Units**”) for a period of forty years on the following terms:

- (a) the average unit size of the Affordable Housing Units will be no less than the average unit size of all the market units, by unit type, in each phase of the Development (with some Affordable Housing units being +/- 5 square metres in average size compared to market units by unit type, but that the minimum unit size of the Affordable Housing Units will be the same as the minimum unit size of the market units);
- (b) the general configuration, location, and layout of the Affordable Housing Units shall be to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (c) the Affordable Housing Units shall include ensuite laundry and air conditioning in each unit at no additional cost to tenants;
- (d) the Affordable Housing Units will be rented through the City’s Centralized Affordable Housing Access System on standard terms to outline how the units will be rented to eligible households in consultation with and to the satisfaction of the Chief Planner Executive Director, City Planning and the Executive Director, Housing Secretariat;
- (e) the residents of the Affordable Housing Units will have access to all amenities of the Development including indoor and outdoor amenity space, access to rent vehicle parking spaces, as applicable, and access to bicycle and visitor vehicle parking, all on the same terms and conditions as any other resident of the Development; and,
- (f) a requirement that the rents charged for the Affordable Housing Units will meet the City’s defined affordable rental rates.

### **3. Conditions Prior to the Issuance of a Final Order**

The Owner agrees that the following matters will be addressed to the satisfaction of the City prior to the issuance of a final order by the Tribunal approving the Application:

- (a) the final form and content of the draft zoning by-law being to the satisfaction of the City Solicitor and the Chief Planner and Executive Director, City Planning;
- (b) the parking supply required for the Development being set out in the final form of the draft zoning by-law, to the satisfaction of the City Solicitor and the Chief Planner and Executive Director, City Planning;
- (c) the Owner providing confirmation of water, sanitary and stormwater capacity (and conformity with the accepted Master Functional Servicing Report respecting Character Area C in Official Plan Amendment No. 478) to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, or the determination of whether holding provisions are required in the zoning by-law amendment;
- (d) the Owner securing through the site plan approval process and any municipal infrastructure agreement the design and the provision of financial securities for 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, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, should it be determined that improvements or upgrades and/or new infrastructure are required to support the Development;
- (e) the Owner submitting a wind tunnel study acceptable to, and to the satisfaction of, the Chief Planner and Executive Director, City Planning, and that such matters arising from such study be secured if required through the site plan approval process;
- (f) the Owner submitting a revised transportation impact study and a parking and loading study acceptable to, and to the satisfaction of, the General Manager, Transportation Services, and that such matters arising from such studies be secured if required through the site plan approval process;
- (g) the Owner submitting a revised landscape plan which includes a notation that a volume of 30 cubic metres of soil will be provided for each tree, with utilities shown to Quality Level A (QL-A) if required by the Quality Level B (QL-B), and provides any necessary financial securities, to the satisfaction of the Chief Planner and the General Manager, Parks, Forestry and Recreation, and that such matters arising from such study be secured if required through the site plan approval process;
- (h) the Owner submitting an environmental noise and vibration report, and completing a peer review of the submitted environmental noise and vibration

assessment report at the Owner's sole expense, to the satisfaction of the Chief Planner and Executive Director, City Planning; and,

- (i) the Owner submitting a rail safety report and completing a peer review of the submitted rail safety report at the owner's sole expense, to the satisfaction of the Chief Planner and Executive Director, City Planning.

#### **4. Settlement Offer Conditions**

This Settlement Offer is conditional on:

- (a) City Council accepting this Settlement Offer during its meeting scheduled for May 22-24, 2024;
- (b) the Affordable Housing Units being included in the City's Open Door Affordable Housing Program upon receipt of an application for same and receiving the program's financial incentives; and,
- (c) the City consenting to the Owner requesting a settlement hearing for the Appeal, to be held during the hearing scheduled for the Appeal, for the issuance of an interim order by the Tribunal approving the Development and the Settlement Plans in principle.

This Settlement Offer is made without prejudice. Should the Settlement Offer be accepted by City Council, it may be released publicly.

Should you require further information please do not hesitate to contact our office.

Sincerely,

**McCarthy Tétrault LLP**



Michael Foderick\*  
Partner | Associé

MF/DA  
Attachment

cc: Nathan Muscat, Solicitor, City of Toronto Legal Services, Planning & Administrative Tribunal Law Section  
Jason Davidson, Solicitor, City of Toronto Legal Services, Planning & Administrative Tribunal Law Section  
Michelle LaFortune, Solicitor, City of Toronto Legal Services, Planning & Administrative Tribunal Law Section

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