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June 12, 2024

Our File No.: 211870

WITHOUT PREJUDICE

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

Attention: Nathan Muscat

Dear Sirs/Mesdames:

**Re: Lead Case No. OLT-23-000276 – Without Prejudice Settlement Offer
21-53 Broadview Avenue**

We are solicitors for 21 Broadview Avenue Inc. in respect of the property known municipally as 21-53 Broadview Avenue (the “**Lands**”).¹ We are writing on behalf of our client to provide 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 June 26, 2024, unless otherwise indicated.

As you know, our client recently engaged in without prejudice discussions with City staff and a local residents group regarding the redevelopment proposal for the Lands. These discussions resulted in a revised set of plans, prepared by Cebra Architecture, which are attached to this letter as Schedule “A” (the “**Revised Plans**”). Our client greatly appreciates the efforts of City staff 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). Key aspects of the Revised Plans include:

¹ Our client continues to have ownership interest in other lands but, at the request of City staff, proposed built form has been removed from such lands with the development site revised to reflect the Lands.

- a. the proposed built form has been adjusted, as shown on the Revised Plans, to provide a 15-storey component on the southern portion of the Lands transition down to 12-storey and 11-storey components on the northern portion of the Lands;
 - b. the townhouse units initially proposed on properties to the east of the Lands have been removed, allowing for a 12.5 metre rear setback to the east with a courtyard amenity space;
 - c. the Revised Plans enable the redesign of Broadview Avenue adjacent to the Lands, including a road widening as a conveyance to the City, as part of its connection to the south of Eastern Avenue;
 - d. a minimum of 1,718.5 square metres (18,498 square feet) would be provided as nineteen (19) replacement residential rental units to be secured as affordable units pursuant to the definition of previous definition of affordable; and,
 - e. the implementing zoning by-law will secure a minimum amount of combined indoor and outdoor amenity space at a ratio of 4.0 square metres per unit, including 25% of the indoor amenity space to be secured as “multi-purpose space”.
2. Our client agrees to provide an in-kind contribution pursuant to subsection 37(6) of the *Planning Act* in the form of six (6) additional affordable residential rental units, to be secured for a minimum period of twenty-five (25) years, which would be treated as an in-kind contribution pursuant to subsection 37(6) of the *Planning Act* comprising 100% of the value of the community benefit charge pursuant to subsection 37(7) of the *Planning Act*, with the details of such units secured in an agreement with the City of Toronto, which shall (among other matters) provide for:
- a. three 1-bedroom units with an average unit size of 578 square feet;
 - b. two 2-bedroom units with an average unit size of 734 square feet;
 - c. one 3-bedroom unit with a minimum unit size of 1,153 square feet;
 - d. the total gross floor area of the six (6) additional affordable rental units shall be no less than 4,355 square feet with the general configuration and layout of the affordable units to be to the satisfaction of the Chief Planner and Executive Director, City Planning;;
 - e. the units shall be in a contiguous group of at least six (6) units
 - f. occupants of the affordable housing units shall be provided with access to, and use of, all indoor and outdoor amenities in the development at no extra charge, with access to, and use of, these amenities on the same terms and conditions as any other

resident of the building without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings; and,

- g. affordable rent shall be determined based on the Official Plan's current definition of affordable rent, which includes an income approach based on the definition for "affordable rental housing and affordable rents" in the City of Toronto Official Plan, implemented through OPA 558
 - h. the owner shall provide and maintain the affordable units as rental dwelling units for a minimum of 25 years, beginning with the date each such unit is first occupied. Affordable rent shall be determined based on the Official Plan's current definition of affordable rent, which includes an income approach based on the definition for "affordable rental housing and affordable rents" in the City of Toronto Official Plan.
 - i. during the first 25 years of occupancy, increases to initial rents charged to tenants occupying any of the affordable units shall be in accordance with the Residential Tenancies Act and shall not exceed the Provincial rent guideline.
 - j. no affordable unit shall be registered as a condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a dwelling unit, and no application for conversion for non-rental housing purposes, or application to demolish any affordable unit shall be made for at least 25 years from the date of first occupancy; upon the expiration of the 25 year period, the owner shall continue to provide and maintain the affordable units as rental dwelling units, unless and until such time as the owner has applied for and obtained all approvals necessary to do otherwise;
3. As outlined in paragraph 1(b) above, our client agrees to provide and maintain at least nineteen (19) replacement rental dwelling units as part of the redevelopment of the Lands in accordance with the following:
- a. the nineteen (19) replacement rental dwelling units shall be secured for a period of at least 20 years beginning from the date that each replacement rental dwelling unit is first occupied and, during which time, no application may be submitted to the City for condominium registration, or for any other conversion to a non-rental housing purpose, or for demolition without providing for replacement;
 - b. the nineteen (19) replacement rental dwelling units shall collectively have a total gross floor area of at least 18,498 square feet, subject to the discretion and to the satisfaction of the Chief Planner and Executive Director, City Planning Division;
 - c. the general configuration and layouts shall be to the satisfaction of the Chief Planner and Executive Director, City Planning Division;

- d. the nineteen (19) replacement rental dwelling units shall be provided as at least (10) one-bedroom units, and nine (9) two-bedroom units with affordable rents, defined as gross monthly rent no greater than one times the average City of Toronto rent by unit type, as reported annually by the Canada Mortgage and Housing Corporation, all for a period of at least 10 years beginning from the date of first occupancy of each unit;
 - e. our client will host a tenant meeting prior to seeking approval from City Council for the Rental Housing Demolition Application; and
 - f. our client will provide tenant relocation and assistance to all Eligible Tenants, all to the satisfaction of the Chief Planner and Executive Director, City Planning Division.
4. 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, with the Ontario Land Tribunal available to be spoken to in the event that an issue arises as a result of completion of these pre-conditions:
- the proposed official plan amendment and zoning by-law amendment(s) are in a final form and content satisfactory to the City Solicitor and Chief Planner and Executive Director, City Planning;
 - the owner has provided a revised Wind Study, including Wind Tunnel Testing, to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - the owner has entered into an appropriate agreement pursuant to subsection 37(7.1) of the *Planning Act* to secured the above-noted affordable housing, with such terms and conditions satisfactory to the Chief Planner and Executive Director, City Planning, the Housing Secretariat and the City Solicitor;
 - the owner has entered into, and registered on title to the Lands, an agreement pursuant to Section 111 of the *City of Toronto Act, 2006*, to secure the conditions outlined in paragraph 3 above, all to the satisfaction of the Chief Planner and Executive Director, City Planning Division;
 - the owner has revised the Functional Servicing and Stormwater Management Report, Hydrogeological Report, Hydrogeological Review Summary, and Groundwater Summary to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services;
 - the owner has entered into and registered a financially secured agreement satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services

- to construct, provide, make operational, and warrant any necessary upgrades to existing services and facilities or new services and facilities;
- the owner has revised the Compatibility and Mitigation Study, Noise Study and Vibration Study (including any required peer reviews), to the satisfaction of the Chief Planner and Executive Director, City Planning, the Chief Engineer and Executive Director, Engineering and Construction Services, the General Manager, Transportation Services, the General Manager, Solid Waste Management Services, the Director, Urban Forestry, Tree Protection and Plan Review, and the General Manager, Parks, Forestry and Recreation with revisions, as may be necessary, implemented as part of the amending Zoning By-law(s), to the satisfaction of the Chief Planner and Executive Director, City Planning.
5. Further, we are writing to confirm that our client undertakes to, in addition to the implementation of the standard Construction Management Plan, to the satisfaction of the General Manager, Transportation Services and the Chief Planner and Executive Director, City Planning, prior to the commencement of any shoring or excavation work, the following items:
- establish a Construction Liaison Committee made up of local residents and businesses including a representative of the local Residents Associations to the satisfaction of the local Councillor; the Committee is to meet bi-weekly at the beginning of construction; and notes/action items from the meetings are to be shared with the members and the Councillor's office in a timely way following each meeting;
 - sweep the construction site daily and nightly, or more frequently as needed to be cleared of any construction debris and made safe;
 - pressure wash the construction site and adjacent sidewalks, laneways and roadways weekly, or more frequently as needed to be cleared of any construction debris and made safe;
 - ensure that the existing sidewalks and all pedestrian walkways have proper lighting to ensure safety and visibility at all times of the day and night;
 - consult and communicate all construction, parking and road occupancy impacts with local businesses and residents in advance of any physical road modifications;
 - install appropriate signage and converging mirrors where necessary to ensure that pedestrians', cyclists' and motorists' safety is considered at all times;

- post a 24 hours a day/7 days a week contact number for the site superintendent on the construction hoarding;
- create a publicly accessible website with regular construction updates and post the website address on the subject site; and,
- include a minimum of 75 percent of advertisement surface area on the construction hoarding to be allocated to artwork at their sole cost; design is to be reviewed and approved by the Ward Councillor.

As noted above, this without prejudice settlement offer will remain open until the end of the City Council meeting scheduled to commence on June 26, 2024, unless otherwise indicated, at which point it should be considered as withdrawn if not accepted by City Council.

Yours truly,

Goodmans LLP



David Bronskill
DJB/

1379-7858-6379