Kagan | Shastri
DeMelo | Winer | Park
LAWYERS | LLP

JASON PARK
Direct: 416.645.4572
jpark@ksllp.ca

File No. 24165

September 24, 2025

WITHOUT PREJUDICE

DELIVERED VIA EMAIL sara.amini@toronto.ca ; jamie.dexter@toronto.ca

City of Toronto Legal Services
City Solicitor's Office
Metro Hall
55 John St., 26th Floor
Toronto, ON M5V 3C6

Attention: Sara Amini/Jamie Dexter

Dear Ms. Amini /Mr. Dexter,

Re: OLT Case No. OLT-25-000121
253-263 Viewmount Avenue and 12- 18 Romar Crescent, Toronto
Planning Application No: 23 175918 NNY 08 PAC
Appeal of Official Plan Amendment & Rezoning Application
Without Prejudice Settlement Offer

We are the solicitors for Osmington Gerofsky Development Corp. ("OGDC"), PM VIEWMOUNT 1 INC., PM STAYNER 1 INC., 1000563224 ONTARIO INC. and 1000670323 ONTARIO INC., collectively the Applicant/Appellant in the above-noted proceedings.

Further to the OLT mediation with respect to these appeals and follow up discussions with City staff, we are pleased to provide the following settlement offer on a without prejudice basis in full settlement of these appeals:

(1) Our client would agree to formally revise its development proposal that is the subject of the above noted appeals before the OLT to a two-tower mixed use development of 39 and 36 storeys in height as shown on the attached architectural plans dated August 14, 2025 prepared by Wallman Architects (the "**Proposed Development**"). The main revisions from the original proposal before the OLT are as follows:

Yorkville Office:
188 Avenue Road,
Toronto, ON, M5R 2J1
P. 416.368.2100 | F. 416.368.8206 | ksllp.ca

(a) Tower B has increased in height from 35 storeys to 36 storeys;

(b) The podium connecting the two towers has decreased from 8 storeys to 7 storeys and the podium height in other areas has also decreased from 6 storeys to 4 storeys;

(c) The Gross Floor Area ("GFA") has been reduced to 58,323 square metres (previously 58,739 square metres);

(d) The unit mix continues to have a minimum of 10 percent three-bedroom units and a minimum of 20 percent two-bedroom units;

(e) The at-grade townhouse units have been replaced with new active uses along the mid-block connection frontage along with at-grade retail along Viewmount Avenue;

(f) The residential garbage room has been relocated from the ground floor to be internalized in the parkade;

(g) The Type C loading space has been internalized in the parkade (previously the Type C loading space was part of the drop-off area in the mid-block connection at-grade);

(h) The combined amenity space ratio will be 3.5 square metres per dwelling unit with an increase in the indoor amenity space ratio from 1.31 square metres to 1.67 square metres per unit;

(i) The setback for the Tower A podium on the east side has increased from 5.5 metres to 7.0 metres;

(j) A setback has been introduced from the shared property line to the proposed laneway ranging from 1.9 to 2.5 metres in width with fencing and planting in this setback area, whereas previously the driveway directly abutted the property line;

(k) Tower A's setback on the east side has increased from 8 metres to 10 metres and the tower stepback has increased from 2.5 metres to 3 metres;

(l) Tower B Adjustments – on the west side, the setback to the podium has increased from 9.5 metres to 12.3 metres while the tower setback has increased from 12.5 metres to 15.3 metres;

(m) No projecting balconies will be permitted within the 10-metre setback area on the west side of Tower A; and

(n) The incorporation of wind mitigation measures through the site plan approval process, to the satisfaction of the Chief Planner and Executive Director, City Planning, including the provision of canopies, as shown on the attached architectural plans.

(2) Our client has agreed to provide a public access easement over the proposed private driveway between Viewmount Avenue and Romar Crescent, which will be secured through the site plan approval process;

(3) Our client acknowledges that the necessary easement for the future east west driveway access to the development to the west of the subject site (i.e., 351-377 Marlee Avenue) will need to be secured through the site plan approval process;

(4) Our client has agreed to provide a minimum of 562.7 square metre on-site parkland dedication as shown on the attached architectural plans dated August 14, 2025 prepared by Wallman Architects, to be conveyed to the City prior to the issuance of the first above grade building permit for Tower A (the first phase of the development), free and clear, above and below grade, of all easements, encumbrances, and encroachments, in an acceptable environmental condition, and with a minimum 5-metre setback provided between the parkland boundary and any building face abutting the park.

(a) In the event that the owner requires the on-site parkland dedication for the stockpiling of any soils or materials and construction staging purposes following conveyance of the land, the City will agree to enter into an agreement on terms satisfactory to the General Manager, Parks and Recreation, for nominal consideration for a period of two years following the conveyance of the parkland (the "Two Year Period") subject to the owner agreeing to complete the base park improvements, inclusive of soil decompaction, within one year of the completion of the Two Year Period. Prior to the Owner commencing base park improvements, the Owner, at their sole expense will provide an addendum to the environmental report, peer reviewed if deemed necessary, to confirm that the park block continues to be suitable for park use per O. Reg. 153/04;

(5) With respect to the issuance of the final Order for the Official Plan Amendment and Zoning By-law Amendment for the Proposed Development, our client is agreeable to the final Order being withheld subject to the following conditions being satisfied:

a. The final form of the draft Official Plan Amendment is to the satisfaction of the City Solicitor and the Executive Director, Development Review;

b. The owner or applicant, at their sole cost and expense, has submitted a revised Functional Servicing and Stormwater Management Report to demonstrate that the existing sanitary sewer system and watermain and any required improvements to them have adequate capacity and supply to accommodate the development of the lands, to the satisfaction of the Director, Engineering Review, Development Review. It should be noted that the Municipal Infrastructure Agreement has been executed with the City for necessary off-site servicing improvements and construction will be commencing later this Fall;

c. The City has received, reviewed, and accepted the updated Transportation Impact Study, to the satisfaction of the General Manager, Transportation Services;

d. The final form and content of the draft Zoning By-law is to the satisfaction of the City Solicitor and the Executive Director, Development Review, which among other matters may include a holding (H) provision, with the enactment of an amending by-law to remove the holding symbol when the following conditions are fulfilled:

    i. If the Functional Servicing and Stormwater Management Report are accepted and satisfactory from (5)(b) above, and indicate that new municipal infrastructure or upgrades to existing municipal infrastructure are required to support the development, then either:

        a) The owner or applicant has secured the design, construction, and provision of financial securities for any new municipal infrastructure or any upgrades or required improvements to the existing municipal infrastructure to support the development, as identified in the accepted Functional Servicing and Stormwater Management Report and Sanitary Capacity Analysis, in a financially secured agreement, all to the satisfaction of the Director, Engineering Review, Development Review; or,

        b) The required new municipal infrastructure or upgrades to existing municipal infrastructure to support the development in the accepted and satisfactory Functional Servicing and Stormwater Management report and Sanitary Capacity Analysis in (a) above are constructed and operational, all to the satisfaction to the Director, Engineering Review, Development Review; and

    ii. All necessary approvals or permits arising from 5(d)(i)(a) or 5(d)(i)(b) above are obtained, where required, all to the satisfaction of the Director, Engineering Review, Development Review;

e. The Chief Planner or their designate has approved Rental Housing Demolition application 24 191529 NNY 08 RH under Chapter 667 of the Toronto Municipal Code pursuant to Section 111 of the *City of Toronto Act, 2006* to permit the demolition of the three (3) existing rental dwelling units on the lands and 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, among other matters, the following:

   i. The provision of an acceptable Tenant Relocation and Assistance Plan for all Eligible Tenants of the three (3) existing rental units proposed to be demolished, addressing financial compensation and other assistance to lessen hardship, including the provision of rent gap payments. The Tenant Relocation and Assistance Plan shall be developed in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning Division;

f. The owner has satisfactorily addressed the Transportation Services and Engineering and Construction Services matters in the Engineering and Construction Services Memorandum dated September 13, 2024, and any outstanding issues arising from the ongoing technical review of the Proposed Development (which may require provision of acceptable reports and studies), as they relate to the Official Plan and Zoning By-law Amendment application, to the satisfaction of the General Manager, Transportation Services and Director, Engineering Review, Development Review;

g. The owner has submitted a revised Travel Demand Management Plan to the satisfaction of the General Manager, Transportation Services;

h. The owner has satisfactorily addressed matters from the Urban Forestry, Tree Protection and Plan Review, Memorandum dated September 10, 2024, or any outstanding issues raised by Urban Forestry arising from the ongoing technical review of the Proposed Development (which may require provision of acceptable reports and studies), as they relate to the Official Plan and Zoning By-law Amendment application, to the satisfaction of the Executive Director, Environment, Climate and Forestry;

i. The owner has provided a revised wind study including a wind tunnel test, and all recommended mitigation measures are secured in the Zoning By-law Amendment and/or through the Site Plan approval process, to the satisfaction of the Chief Planner and Executive Director, City Planning;

j. The owner has, at its sole cost and expense, facilitated the City undertaking a peer review of the submitted Noise and Vibration Assessment, and has secured any recommended mitigation measures in the Zoning By-law Amendment, all to the satisfaction of the Executive Director, Development Review;

k. The owner has submitted an updated and complete Toronto Green Standard (TGS) Checklist and Statistics Template, to the satisfaction of the Executive Director, Development Review; and

l. The owner has registered on title to the lands a Limiting Distance Agreement, to which the City will be a party, to the satisfaction of the City Solicitor and the Executive Director, Development Review, that ensures a minimum 28.0-metre separation distance between Tower A and the tower portion of any building on the abutting property to the west of Tower A.

In support of the settlement offer, please find attached the following:

(1) Architectural Plans dated August 14, 2025, prepared by Wallman Architects.

The Settlement Offer closes at 5:00 pm on Friday, October 10, 2025 if this offer is not accepted by City Council.

If you have any questions regarding the above, please do not hesitate to contact me at 416.645.4572 or via email at jpark@ksllp.ca.

Yours very truly,

KAGAN SHASTRI DeMELO WINER PARK LLP

Jason Park
JIP

cc: Osmington Gerofsky Development Corp. ("OGDC"), PM VIEWMOUNT 1 INC., PM STAYNER 1 INC., 1000563224 ONTARIO INC. and 1000670323 ONTARIO INC.