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VIA EMAIL: Jessica.Amey@toronto.ca / Jamie.Dexter@toronto.ca

Jessica Amey and Jamie Dexter
Planning & Administrative Tribunal Law
Legal Services
City of Toronto
55 John Street
26th Floor Metro Hall
Toronto, ON
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Dear Ms. Amey and Mr. Dexter:

**Re: St. Lawrence Developments Limited
40-60 St. Lawrence Avenue
OLT Case File No. OLT-24-000398
With Prejudice Settlement Offer**

Aird & Berlis LLP are lawyers for St. Lawrence Developments Limited (the “**Applicant**”) the registered owner of the properties municipally known as 40-60 St. Lawrence Avenue, Toronto (the “**Site**”).

Background

On October 22, 2014, the former owner of the Site submitted applications to the City to amend the City’s Official Plan and the Etobicoke Zoning Code to permit a phased redevelopment. The Applicant acquired the Site, and on June 7, 2023, the Applicant filed resubmissions of the active Official Plan and Zoning By-law Amendment applications (City File 14 241637 WET 05 OZ).

Through that resubmission the Applicant proposed a two phased, mixed-use development of the Site. The development included three residential towers (26, 34 and 43 storeys in height) anchored by a 5-storey shared base building containing a mix of commercial and residential uses. In April 2024, the Applicant appealed the Official Plan and Zoning By-law Amendment applications due to City Council’s failure to make a decision on the applications (the “**Appeals**”). The City and our client are the only parties to the Appeals which are scheduled to be heard by the Ontario Land Tribunal (the “Tribunal”) in a seven-day hearing commencing on May 20, 2025.

Following the Appeals, the Applicant and its consultants have met regularly with various departments at the City, and have produced multiple iterations of the development proposal, working cooperatively with City staff in a concerted effort to settle the Appeals. We are pleased to be making the below with prejudice settlement proposal which we understand is responsive to the City’s comments and will resolve the Appeals in their entirety.

With Prejudice Settlement Proposal

The Applicant is prepared, on a with prejudice basis, to proceed to a settlement hearing to obtain the approval of a revised development, as reflected in the attached architectural plans, prepared by Wallman Architects and dated January 17, 2025 and as further described in this letter (collectively the "**Settlement Proposal**") This offer expires at the close of the City Council meeting scheduled to commence on February 5, 2025 in the event that it is not accepted by City Council at that meeting.

1. **Built Form, Height, and Phasing:** The Settlement Proposal comprises three towers with heights of 26-, 37-, and 43-storeys to be constructed over 3 phases. A total residential gross floor area of approximately 74,499 square metres is proposed, with approximately 465 square metres of community space gross floor area contained in phase 3, as further detailed below.
2. **Amenity Space:** The Settlement Proposal will meet the 4 square metres per unit indoor and outdoor amenity requirement, with a minimum of 2 square metres of both indoor and outdoor amenity space each. The outdoor amenity space has been modified to include larger, more programmable outdoor spaces and an approximately 89 square-metre pet run.
3. **Unit Count and Mix:** The Settlement Proposal will meet the Growing Up Guidelines and will provide a minimum of 15% two-bedroom units and 10% three-bedroom units. The Settlement Proposal includes approximately 18 two-storey townhouse units across all three phases of development. The townhouse units, on average, meet the Growing Up Guidelines for three-bedroom units. The Applicant reserves the right to alter the number and location of the townhouse units through the site plan approval process.
4. **Mid-Block Connection:** The Settlement Proposal includes an approximately 3.0-metre-wide mid-block connection running north to south across the property between towers B and C.
5. **Community Space and Community Benefit Charges:** The Settlement Proposal includes a community use space (the "**Community Space**") of approximately 465 square metres gross floor area. The Community Space shall be dedicated to the City and is provided over two levels on the first and second storey of the phase 3 building (tower C). The general terms and conditions of the delivery of the Community Space are set out below, which will be further detailed in a Community Benefits Charges Agreement.
 - a. The Community Space shall serve as an in-kind community benefit pursuant to 37(6) of the *Planning Act*.
 - b. Prior to the earlier of the registration of the condominium for phase 3 of the development or any residential occupancy of phase 3 of the development, the owner shall design, construct, finish and convey freehold ownership to the City, in an acceptable environmental condition and at no cost to the City, a minimum of approximately 465 square metres of Community Space provided over two levels on the first and second storey of the phase 3 building (tower C) its own dedicated entrance.

- a. The community space will be provided in accordance with the City's Community Space Tenancy Policy and Base Building Condition, with the terms and specifications to be secured in the Community Benefits Charges Agreement, and the detailed design of the Community Space to be finalized through the site plan approval process, all to the satisfaction of the Executive Director, Corporate Real Estate Management, the Executive Director, Social Development, Finance and Administration, the Chief Planner and Executive Director, City Planning, and the City Solicitor.
 - c. Concurrent with or prior to the conveyance of the Community Space to the City, the owner and the City shall enter into, and register on title to the appropriate lands, an Easement and Cost Sharing Agreement for nominal consideration and at no cost to the City, that is in a form satisfactory to the City Solicitor; the Easement and Cost Sharing Agreement shall address and/or provide for the integrated support, use, operation, maintenance, repair, replacement, and reconstruction of certain shared facilities, and the sharing of costs, in respect thereof, of portions of the subject lands to be owned by the City and the owner as they pertain to the Community Space.
 - d. The value attributed to the in-kind contribution will be determined the day before the day the first above-grade building permit is issued in respect of phase 3 of the development.
 - e. Prior to the issuance of the first above-grade building permit for phase 3 of the development, so as to secure the Community Space, the owner shall provide to the City a letter of credit in the amount sufficient to guarantee 120 percent of the estimated cost of the design, construction and handover of the Community Space complying with the specifications and requirements of the Community Benefits Charges Agreement, to the satisfaction of the Executive Director, Corporate Real Estate Management, the Executive Director, Social Development, Finance and Administration, the Chief Planner and Executive Director, City Planning, and the City Solicitor; this amount shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Building Construction Price Index for Toronto; with such agreement to be registered on title to the Site.
6. **Easement Release:** The City agrees that it shall fully release its easement over the western portion of the Site prior to final zoning approval, more specifically described as Parts 13 and 14 on Plan 66R-29819 (the "**Easement**"). The current estimated value of the proposed in-kind contribution is greater than 100 percent of the 4 percent value of the land that is the subject of the development in accordance with the City of Toronto CBC By-law. To account for this over-contribution, the Applicant shall receive a credit that is equal to the appraised value of the Easement to a maximum of \$1.2 million ("**Easement Credit**"). Delivery of the Community Space is expressly contingent on securing the Easement Credit. Notwithstanding paragraph 5 of this letter, if the Easement Credit is not provided the Applicant will not provide the Community Space, and it shall satisfy its Community Benefits Charges through a cash contribution in accordance with the City's By-law.
7. **Tribunal Hearing:** The City and the Applicant shall jointly ask the Tribunal to convene a written or virtual settlement hearing at its earliest opportunity and shall jointly ask the

Tribunal to allow the Appeal in part and approve the Zoning By-law Amendment to permit the Settlement Proposal.

8. **Finalizing Instrument:** The City and the Applicant shall work together to finalize the form of the Official Plan Amendment and Zoning By-law Amendment to permit the Settlement Proposal. The City will not object to the Applicant filing a draft Official Plan Amendment and draft Zoning By-law Amendment as exhibits at the Tribunal settlement hearing, provided that the City has been provided with copies for review and comment no less than fourteen days prior to the Tribunal settlement hearing.
9. **Final Order Withheld:** The City and the Applicant shall ask the Tribunal to withhold its Final Order until the Tribunal is advised that:
 - a. the final form and content of the Official Plan and Zoning By-law Amendments are satisfactory to the Chief Planner and Executive Director, City Planning, and the City Solicitor;
 - b. the owner has submitted a Functional Servicing Report to determine the stormwater runoff, sanitary flow and water supply demand resulting from this development and whether there is adequate capacity in the existing municipal infrastructure to accommodate the proposed development, to the satisfaction of the Director, Engineering Review;
 - c. the owner has made satisfactory arrangements with Engineering Review and has entered into the appropriate agreement(s) with the City for the design and construction of any improvements to the municipal infrastructure, should it be determined that upgrades are required to the infrastructure to support this development, according to the accepted Servicing Assessment Report accepted by the Director, Engineering Review;
 - d. the owner has addressed all outstanding issues identified in the Engineering Review correspondence dated September 13, 2023, to the satisfaction of the Director, Engineering Review;
 - e. the owner has provided a revised Transportation Impact Study to the satisfaction of the General Manager, Transportation Services;
 - f. the owner has submitted a revised Hydrological Assessment Report and Hydrological Review Summary Form, Servicing Report Groundwater Summary Form, and Foundation Drainage Summary Form to determine the quality and quantity of groundwater that may be required to be discharged to the City sewage works as a result of the proposed development and comply with Foundation Drainage Policy and guidelines to the satisfaction of the Director, Engineering Review and the General Manager, Toronto Water;
 - g. the owner has provided a revised Pedestrian Level Wind Study including a Wind Tunnel Study, to the satisfaction of the Chief Planner and Executive Director, City Planning;

- h. the submitted Compatibility and Mitigation Studies, including the Transportation Noise and Vibration Assessment, dated May 5, 2023, prepared by Gradient Wind Engineering Inc., and the Air Quality and Land Use Compatibility Assessment, dated May 5, 2023, prepared by Gradient Wind Engineering Inc. have been peer-reviewed by a third-party consultant retained by the City at the owner's expense, and the owner agrees to implement any necessary control measures and recommendations identified by the peer review, with the control measures to be secured through the Site Plan Control process, to the satisfaction of the Chief Planner and Executive Director, City Planning;
- i. the owner has addressed all outstanding issues raised by Urban Forestry, Tree Protection and Plan Review, as they relate to the application, to the satisfaction of the General Manager of Parks, Forestry and Recreation; and
- j. the owner and the City have executed a satisfactory Community Benefits Charges Agreement to secure the terms and matters related to delivery of the Community Space, if the Community Space shall be delivered.
- k. the owner and the City have made satisfactory arrangements to release the Easement as described in paragraph 6.

10. Site Plan Appeal: This settlement offer does not relate to the ongoing site plan application appeal under OLT File No. OLT-24-000049. If this settlement offer is accepted by Council and endorsed by the Ontario Land Tribunal, the Applicant anticipates a resubmission of the site plan application to implement the Settlement Proposal. The parties agree to continue to work cooperatively to ensure the efficient processing of any site plan resubmission.

Conclusion

This settlement offer will remain open for acceptance until the end of the City Council meeting scheduled to commence on February 5, 2025, unless otherwise indicated. After that point this offer should be considered as withdrawn if not accepted by City Council. If City Council accepts the Settlement Offer, our client consents to the release of this Settlement Offer, including all enclosures.

Should you have any further questions, or require clarification with respect to the above or attached materials, please do not hesitate to contact the undersigned or Matthew Helfand (mhelfand@airdberlis.com).

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Yours truly,

AIRD & BERLIS LLP



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