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December 5, 2025

**Via Email (cameron.mckeich@toronto.ca; horatio.waller@toronto.ca)**

**Without Prejudice**

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To Whom it May Concern:

**Re: Settlement Offer – 0, 119-125, 144, 160 & 200 Benny Stark Street and 116-122  
Turnberry Avenue  
Ontario Land Tribunal Case No. OLT-25-000095  
City of Toronto Planning Application No. 21 228594 STE 09 OZ**

We represent Benny Stark Limited, the controlling mind over 1222431 Ontario Inc. and 2563118 Ontario Ltd. and Stephen Stark (the “**Owners**”) who are collectively the registered owners of the lands municipally known as 0, 119-125, 144, 160 & 200 Benny Stark Street and 116-122 Turnberry Avenue (the “**Subject Property**”) in the City of Toronto (the “**City**”). On October 21, 2021, the Owners submitted applications to amend the City’s Official Plan and the City of Toronto Zoning By-law No. 569-2013 (City Application No. 21 228594 STE 09 OZ, the “**Application**”) as it relates to the Subject Property. The Application was deemed complete by the City on November 30, 2021.

Pursuant to subsections 22(7) and 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13 (the “**Planning Act**”), on January 27, 2025, the Owners appealed the Applications to the Ontario Land Tribunal (the “**Tribunal**”), which appeal was assigned Tribunal Case No. OLT-25-0000095 (the “**Appeal**”). In its order dated July 8, 2025, the Tribunal set a ten-day hearing for the Appeal scheduled to commence on February 2, 2026.

Further to our productive and fruitful 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 and Terms

The zoning by-law amendment and official plan amendment will permit the proposed mixed-use development subject to the matters expressly set out herein (the “**Development**”), substantially in accordance with the set of plans and drawings and site statistics which is attached hereto as Schedule "A" (the “**Settlement Plans**”).

Following productive discussions with the City, we are pleased to highlight certain key refinements and features of the Development:

- The amount of non-residential gross floor area (GFA) has been significantly increased as compared to prior iterations of the Development such that the Owners are proposing a minimum non-residential GFA of 5% of the total GFA of the Development. In addition, the non-residential GFA shall include areas identified as “Flexible Commercial / Residential”, primarily placed upon the western edges of the Development, facing the future Keele Street Extension, in recognition that prior to the full build-out of the Keele Street Extension, the western portion of the Development will not have the significant street frontage that was otherwise anticipated.
- A Child Care Facility shall be conveyed to the City in accordance with Section 2 of this letter.
- The Development is designed to preserve space for and accommodate the future Keele Street Extension, with the buildings and grading designed so as to not conflict with the future road alignment. If the Development is constructed before the Keele Street Extension, the Owners will construct at its own expense an “interim condition” scenario that regrades the Subject Property to create the conditions needed to accommodate the Keele Street Extension when it comes forward in due course and also includes a north-south interim laneway that connect the east-west public lane north of Block 1, Public Street A, and Public Street B, all of which will connect to Keele Street itself once the extension is completed. Until the extension is implemented, the public will be permitted to access the interim laneway by an easement.
- The built form will feature a minimum of:
  - 25 metre separation distances between tower elements;
  - 20 metre separation distances between tower elements and upper storey mid-rise elements;

- 15 metre separation distances between mid-rise elements, except in the case of buildings 2a and 2b;
  - 12.5 metre separation distances between tower elements and adjacent existing property lines;
  - 6 metre setbacks between the property line and building faces;
  - 3 metre stepbacks between podiums and tower elements, except when the building is designed having regard to guideline 3.2.2 of the City's Tall Building Design Guidelines; and
  - 2.1 metre pedestrian clearways.
- Although the Owners are proposing an Official Plan Amendment (OPA) to permit the development, the OPA is only intended to facilitate modifications to land use policy and will maintain the land use designations reflected in the Keele St. Clair Secondary Plan (OPA 537). The zoning bylaw amendment shall apply zoning labels to the Subject Property in a corresponding manner, and the future Zoning By-law Amendment (ZBA) shall rezone the lands to a combination of Commercial Residential (CR), Open Space (O), and Open Space Natural (ON).

The terms of settlement agreed are the following, each of which is agreed to be fundamental:

- (a) Five Blocks, comprising of four mixed-use and residential blocks and one park block as follows:
  - (i) Block 1, a low-rise residential housing block containing no more than five storeys (inclusive of MPH) with a unit mix that meets or exceeds the City's Growing Up Guidelines;
  - (ii) Block 2, a mid rise and tower block, having buildings containing a maximum of 8, 10, 22 and 28 storeys, and landscaped open space of approximately 1,100 square metres;
  - (iii) Block 3, a tower block, having buildings containing a maximum of 48 and 40 storeys;
  - (iv) Block 4, a tower block, having a building containing a maximum of 29 Storeys and a minimum 600 square metre on-site park (the "**Part 4 Parkland**"); and
  - (v) Block 5, a minimum 4,700 square metre on-site park contiguous with the park as mentioned above in section 1(a)(iv) .

The development of each respective block may not commence until necessary servicing, stormwater, hydrological and road infrastructure necessary to service that block is completed as per the required studies and phasing plan.

- (b) Total gross floor area (GFA) as indicated below:
  - (i) A maximum of 179,357 square metres of residential GFA; and
  - (ii) A minimum of 9,408 square metres of non-residential GFA, of which a maximum of 3,944 square metres may be identified as “Flexible Commercial / Residential” on the Settlement Plans;
- (c) For portions of the Development depicted in the Settlement Plans as “Flexible Commercial / Residential”, the zoning by-law will permit non-residential use permissions;
- (d) For portions of the Development depicted in the Settlement Plans as “Non-Residential”, subject to the outcome of the Compatibility Mitigation, Environmental Noise Feasibility Study required below, the zoning by-law will permit all non-residential uses currently permitted in the Commercial Residential (CR) zone within By-law 569-2013 and will further permit self storage, recreation use, sports place of assembly, light industrial warehouse, and industrial sales and service shop.
- (e) For greater clarity, all proposed buildings on the Development, the height, massing, setbacks, stepbacks and separation distances, are substantially as depicted in the Settlement Plans;
- (f) the provision of amenity space that meets or exceeds the requirements as set out in the City of Toronto Zoning By-law No. 569-2013;
- (g) Interim and ultimate grading and site conditions as set out in drawings included in the Settlement Plans prepared by Lithos Engineering;
- (h) A parkland dedication at the northeast end of the Subject Property as identified in the Settlement Plans, to the satisfaction of the Executive Director, Development Review, which is subject to the following terms and conditions:
  - (i) As it relates to the Block 5 parkland dedication, at the time of the first required conveyance of parkland in respect of Blocks 1, 2 or 3, the owner shall register a Section 118 Restriction, pursuant to the Land Titles Act, on any Block 5 Parkland dedication lands that are not being conveyed concurrently with the first conveyance of Block 5 parkland dedication, that prohibits the transfer or charge of the parkland without the prior written consent of the Executive Director, Development Review to the satisfaction of the City Solicitor; and
  - (ii) The dedication shall be conveyed to the City in base park condition, free and clear, above and below grade of all physical and title encumbrances, in an acceptable environmental condition, to the satisfaction of the General Manager, Parks and Recreation and the City Solicitor; and
  - (iii) The parkland dedication shall be conveyed to the City :

- A. As it relates to the Block 4 Parkland, prior to the issuance of the First Above Grade Building Permit for any part of the Development on Block 4; and
- B. As it relates to the Block 5 parkland dedication, divided into parcels 5A and 5B in the Settlement Drawings:
  - a) prior to the issuance of the First Above Grade Building Permit for any part of the Development on Block 3, the relevant parcel shall be conveyed for Block 3; and
  - b) prior to the issuance of the First Above Grade Building Permit for any part of the Development on Blocks 1 or 2, the relevant parcel as determined by paragraph C shall be conveyed for Blocks 1 and 2.
- C. For the purposes of paragraph B, the identification of the relevant parcel of parkland is to achieve the outcome that parcel 5A is required to be conveyed first, before parcel 5B.

The parties acknowledge that the parkland obligations above shall be drafted into one or more legal agreements that bind(s) the Subject Property.

- (i) a unit mix that meets or exceeds the City's Growing Up Guidelines on a block-by-block basis;

Notwithstanding the notation of "Outdoor Amenity 2B" above the Daycare Playground on the Settlement Plans at pages numbered A202 and A204, it is acknowledged that this area will include a midblock connection subject to a pedestrian access easement, for the life of the Development.

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. **Community Benefits Charge (CBC) Contribution**

Pursuant to subsection 37(6) of the *Planning Act* and the City's Community Benefits Charge By-law No. 1139-2022 (the "**CBC By-law**"), the Owners are prepared to construct, finish, furnish, equip and convey to the City an in-kind community benefits charge contribution in the form of a City-run and operated child care facility within Block 2 of the Development as illustrated on the Settlement Plans (the "**Child Care Facility**"), to the satisfaction of the Executive Director, Development Review and the General Manager, Children's Services.

The following terms would apply:

- (a) the Child Care Facility will comprise a minimum size of 929 square metres of indoor area to be located on the first and mezzanine floors of Block 2D, and a

minimum of 279 square meters of outdoor area, located in the external area within Block 2, with a dedicated elevator;

- (b) the Child Care Facility shall be designed, constructed, and conveyed to the City in stratified fee simple at the Owners' expense, prior to the earlier of condominium registration or first residential occupancy of Block 2 of the Development;
- (c) At the P1 level, pick up and drop off areas will be provided for use in conjunction with the Child Care Facility, and up to 4 staff parking spaces, the number of which to be confirmed in consultation with Toronto Childrens' Services;
- (d) City Council shall attribute a value to the Child Care Facility equal to 100 percent of 4 percent of the value of the land and the improvements thereon (net of any exclusions or exemptions authorized under the Community Benefits Charge By-law), as determined the day before the day the building permit is issued in respect of the Development;
- (e) the provision of the Child Care Facility and its associated value as determined under subsection 37(32) of the *Planning Act* shall be a full and complete satisfaction of the Owners' requirement for community benefits for the Development mandated by section 37 of the *Planning Act* and the CBC By-law, and the City acknowledges and agrees that there shall be no further cash contribution of any kind for the Child Care Facility; and,
- (f) the Owners and the City shall enter into an agreement pursuant to section 37 of the *Planning Act* that secures the Child Care Facility prior to the issuance of a final order by the Tribunal allowing the Appeals, as further described in section 3(l) of this letter.

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

The Owners agree that the following matters will be addressed to the satisfaction of the City prior to the issuance of a final order by the Tribunal allowing the Appeal on the terms set out herein:

- (a) the final form and content of the draft Official Plan Amendment is to the satisfaction of the Executive Director, Development Review and the City Solicitor;
- (b) the final form and content of the draft Zoning By-law Amendment is to the satisfaction of the Executive Director, Development Review and the City Solicitor;
- (c) the Owners have, at their sole cost and expense:
  - (i) submitted a revised Functional Servicing, Stormwater Management, and Hydrogeological Reports for review and acceptance to the satisfaction of the Director, Engineering Review, in consultation with the Chief Engineer and Executive Director, Engineering and Construction Services and the

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General Manager, Toronto Water. The reports will determine whether the municipal water and fire flow, sanitary and storm sewer capacity can support the proposed development, taking into account other proposed development in vicinity to the Development, and whether upgrades or improvements of the existing municipal infrastructure are required;

- (ii) entered into a financially secured agreement for the construction of any improvements to the municipal infrastructure, to the satisfaction of the City, should it be determined that upgrades and road improvements are required to support the Development, according to the Transportation Impact Study accepted by the Executive Director, Development Review and the Functional Servicing Report accepted by the Director, Engineering Review, in consultation with the General Manager, Toronto Water (which for greater clarity shall not include any construction, security or conveyance of any kind related to the Transportation Master Plan which contemplates the creation of a Keele Street and Gunns Road extension);
- (d) The Owners have submitted a revised Transportation Impact Study and Transportation Demand Management Plan to the satisfaction of the Executive Director, Development Review, in consultation with the General Manager, Transportation Services;
- (e) The Owners have submitted a revised Compatibility Mitigation, Environmental Noise Feasibility and Railway Vibration Studies including peer review to the satisfaction of the Executive Director, Development Review;
- (f) The Owners have made revisions to meet the Toronto Green Standard requirements current as at the time of zoning application, if applicable, to the satisfaction of the Executive Director, Development Review;
- (g) The Owners have submitted a revised Pedestrian Level Wind Study to the satisfaction of the Chief Planner, City Planning and Executive Director, Development Review;
- (h) The Owners have submitted a revised Natural Heritage Impact Study (NHIS), to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (i) The Owners have submitted a stewardship plan and restoration plan informed by the NHIS, to ensure that any impact on the ravine is compensated through new planting and other mitigation on the Subject Property, to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (j) The Owners have submitted an Arborist Report, and Tree Preservation Plan to the satisfaction of the Executive Director, Environment, Climate and Forestry;
- (k) The Owners have submitted a phasing plan to demonstrate the order in which the various phases of development would be delivered, to the satisfaction of the Executive Director, Development Review;



- (l) The Owners and the City have entered into an agreement pursuant to Subsection 37(7.1) of the *Planning Act* to address the provision of the Child Care Facility to the satisfaction of the Executive Director, Development Review, the General Manager, Children's Services and the City Solicitor, with such agreement to be registered on title to the Subject Property (provided that once the facility is delivered the City will not resist an application to de-register the agreement on title to Blocks 1, 3 and 4);
- (m) The Owners have submitted an updated Geotechnical Study and/or Erosion Hazard Assessment to the satisfaction of the Chief Planner and Executive Director, City Planning and the Toronto and Region Conservation Authority (TRCA).

The City and the Owners also agree and acknowledge if in finalizing the form of zoning by-law the parties disagree as to whether a holding provision is appropriate, the Tribunal may be spoken to regarding the appropriateness of such request.

#### **4. Other matters**

Should the land be subdivided, it is acknowledged that one or more future landowners must be subject to agreements to deliver and respect the ravine stewardship and planting plans, that are approved as per the above, and that those lands subject to the ravine stewardship and planting plans shall be included as part of at least one of Blocks 1, 2, or 3, in accordance with the approved Phasing Plan.

The Owners also expect that should any improvements be made to the municipal infrastructure that facilitates future development beyond the Subject Property, Development Charge credits shall be made available for such work. Any Development Charge credit(s) will equal the cost of the improvements that are in excess of the improvements necessitated by and attributable to the Development, but not to exceed the applicable Development Charge Component, being one or more of Roads, Water, Sanitary Sewer and/or Storm Water Management, as the case may be; provided that the City and the Owners have entered into a prior written agreement in relation to the Development Charge credit, in accordance with the City of Toronto Municipal Code Section 415-9(A).

#### **5. Settlement Offer Conditions**

This Settlement Offer is conditional on:

- (a) City Council accepting this Settlement Offer during its meeting scheduled for December 16-18, 2025; and,
- (b) the City consenting to the Owners requesting a settlement hearing for the Appeal, to be held during or before 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 (however, should the conditions outlined in Section 3 herein be cleared prior to the settlement hearing, the City will consent to the



Owners requesting the issuance of a final order by the Tribunal approving the Development at the settlement hearing).

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/JC/RP  
Attachment