

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-113

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Joanna Mysak	Division:	Corporate Real Estate Management
Date Prepared:	May 13, 2024	Phone No.:	416-338-0405
Purpose	To obtain authority to enter into a Construction Staging Licence Agreement (the "Staging Licence") and to enter into a Crane Swing Licence Agreement (the "Crane Swing Licence"); the Staging Licence and Crane Swing Licence being hereinafter collectively referred to as the "Licenses") with 1 DELISLE AVE L.P. (the "Licensee") with respect to part of the property municipally known as 30 St. Clair Avenue West, Toronto for the purpose of construction staging and crane swing uses, respectively, in connection with the construction of a mixed use high-rise condominium building on the easterly adjacent lands (the "Condominium Project")		
Property	Part of the lands municipally known as 30 St. Clair Avenue West, Toronto, such part being legally described as PT LTS 15 & 18 PL 365 TORONTO, DESIGNATED AS PART 1, 66R33229; City of Toronto, being part of PIN 21190-0001(LT) (the "Property"). The general location of the Property is shown on the Location Map attached as Appendix "B". The Property consists of a stratified parcel having a lower horizontal boundary approximately at grade and is located above an underground parking garage structure owned by 30 St. Clair West Inc. The area of the Property to be licensed under the Staging Licence is outlined in red on Appendix "C" and that part of the Property shown hatched in red on the diagram attached as Appendix "D" (the "Crane Swing Area") will be licensed under the Crane Swing Licence.		
Actions	Authority be granted to enter into the Licence Agreements substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
Financial Impact	<p>The City will receive total revenues of \$130,590.00 (plus HST and applicable taxes) over the twenty-four (24) month term of the Crane Swing Licence, payable monthly and total of \$323,698,00 (plus HST and applicable taxes) over the twenty-four (24) month term of the Staging Licence, payable monthly.</p> <p>Revenue to be remitted to the City for each fiscal year (plus HST and applicable taxes) is as follows:</p> <ul style="list-style-type: none"> a) \$227,144 in 2024 b) \$227,144 in 2025 <p>Revenue will be directed to the 2024 Operating Budget submission for Parks Forestry and Recreation (PFR) under cost center P12642, and will be included in future year operating budget submissions, for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>		
Comments	<p>Pursuant to a Section 37 Agreement between the City and the Licensee dated December 8, 2021, notice of which is registered on title to the Property and other lands as instrument number AT5976459, the City will acquire the Property for parkland purposes. The Licensee has requested that the City enter into the Staging Licence and Crane Swing Licence following the acquisition of the Property by the City. Approximately 1,616 square metres will be used for the purposes of the Staging Licence. Approximately 652 square metres will be used for the purposes of the Crane Swing Licence.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreements are considered to be fair, reasonable and reflective of market rates.</p>		
Terms	See Appendix "A".		
Property Details	Ward:	12 - Toronto-St. Paul's	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	1,616 sq m construction staging area; 652 sq m crane swing area	
	Other Information:		

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

☒ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Councillor Josh Matlow	Councillor:	
Contact Name:		Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Concurs	Comments:	

Consultation with Divisions and/or Agencies

Division:	PFR	Division:	Financial Planning
Contact Name:	Alex Deighan	Contact Name:	Ciro Tarantino
Comments:	Concurs	Comments:	Concurs

Legal Services Division Contact

Contact Name: Mark Zwegers

DAF Tracking No.: 2024-113	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski	May 13, 2024	Signed by Jennifer Kowalski
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	May 14, 2024	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Term: 24 months commencing on the date that the City becomes the registered owner of the Property.

Use: The Staging Licence permits the Property to be used for the storage of various materials, vehicles and equipment required in connection with the construction of the mixed use condominium project being constructed on the adjacent lands. The Crane Swing Licence permits the encroachment of a construction crane (but not with the counter weight, hoisting load, or any other materials, equipment, or loads) over the that part of the Property shown in red hatched on Appendix "D".

Early Termination (Staging Licence): At any time during the Term, the Licensee and the City shall each have the right (but not the obligation) to terminate the Staging Licence in their respective sole discretion, upon giving at least 30 days' written notice of such termination to the other party.

Early Termination Crane Swing Licence): At any time during the Term, the Licensee and the City shall each have the right (but not the obligation) to terminate the Crane Swing Licence in their respective sole discretion, upon giving at least 30 days' written notice of such termination to the other party, provided that if construction has commenced to the point where the construction crane is being actively used to complete the Condominium Project, the City may not terminate the Crane Swing Licence for any reason other than a default by the Licensee.

Indemnity: The Licensee shall indemnify and save harmless the City from any and all manner of claims which may be made or brought against, suffered by, or imposed on the City's Representatives or their property, in respect of any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person or property (including, without restriction, directly or indirectly arising out of, resulting from, or sustained as a result of the exercise of the Licences.

Appendix "B"

Location Map



