

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-139

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

Prepared By:	Desiree Picchiello	Division:	Corporate Real Estate Management
Date Prepared:	May 31 2024	Phone No.:	416-338-5028
<b>Purpose</b>	To obtain authority to enter into a license agreement (the " <b>Agreement</b> ") with The Residences of the Dupont Inc. (The " <b>Licensee</b> ") with respect to the City-owned lands municipally known as 840 Dupont Street, Toronto, for the purposes of construction staging, stockpiling and to allow for overhead crane swing above the Licensed Area (defined below).		
<b>Property</b>	The impacted area is approximately 702m <sup>2</sup> of area within the property municipally known as 840 Dupont Street, Toronto (the " <b>Property</b> "), and specifically outlined in the diagrams attached hereto as Appendix " <b>B</b> " (the " <b>Licensed Area</b> "), legally described as LOT 48 AND PART OF LOTS 47, 49 & 50 & 51, PLAN 197 YORK; PART OF LOTS 7, 9, 10, 11 & 12, PLAN 814; DESIGNATED AS PART 1 & 3, 66R32422; SUBJECT TO AN EASEMENT AS IN AT6168881; CITY OF TORONTO, being all of 21265-0319 (LT) as shown on the Location Map attached in Appendix " <b>C</b> ".		
<b>Actions</b>	Authority be granted to enter into the Agreement between the City and the Licensee, substantially on the major terms and conditions as set out in Appendix " <b>A</b> ", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor;		
<b>Financial Impact</b>	<p><b>The City shall receive a total of Two Hundred Seventy-One Thousand and Two Hundred Dollars (\$271,200.00) plus any harmonized sales tax for the Term of this Agreement.</b></p> <p>The City shall receive One Hundred and Ninety-Five Thousand and Six Hundred Dollars (\$195,600) plus any harmonized sales tax for the Construction Staging and Seventy-Five Thousand and Six Hundred Dollars (\$75,600) plus any harmonized sales tax for the Crane Swing.</p> <p>Revenues will be directed to the 2024 Council Approved Operating Budget for Parks, Forestry and Recreation under cost center P12642.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>The Licensee is an affiliate of The Tridel Group of Companies, and they are developing a future parkland neighbouring the Property. The Licensee has requested to access and occupy the Licensed Area for the purposes of construction staging, stockpiling and to allow for overhead crane swing over the Licensed Area all to facilitate the Licensee's future parkland development.</p> <p>The proposed licence fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.</p>		
<b>Terms</b>	See Appendix A		
<b>Property Details</b>	<b>Ward:</b>	11 – University-Rosedale	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	702 m <sup>2</sup> ±	
	<b>Other Information:</b>		

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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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:	Saxe	Councillor:	
Contact Name:	Councillor_saxe@toronto.ca	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input 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:	Consulted	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	PF&R	Division:	<b>Financial Planning</b>
Contact Name:	Glenn Zeta	Contact Name:	Ciro Tarantino
Comments:	Approved on (03/06/23)	Comments:	Consulted

**Legal Services Division Contact**

Contact Name: Michelle Xu

DAF Tracking No.: 2024-139	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson <input type="checkbox"/> Approved by:	May 31, 2024	Signed by Niall Robertson
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	May 31, 2024	Signed by Alison Folosea

## Appendix "A"

### Major Terms and Conditions

**LICENSEE:**

The Residences of the Dupont Inc.

**LICENSOR:**

City of Toronto

**LICENSED AREA:**

Approximately 702 square metres of the lands municipally known as 840 Dupont Street, Toronto and outlined in the attached Appendix "B"

**USE:**

For construction staging, stockpiling, and access, along with construction vehicles, equipment and materials over the surface area of the Licensed Area and to allow for overhead crane swing over the Licensed Area.

**TERM:**

This Agreement shall be for a total period of twenty-four (24) months commencing upon execution of the Agreement by both parties.

**EXTENSION:**

Provided that the Licensee is not then in default and has never been in default beyond any applicable curing period during the Term, the Licensee shall have one (1) option to extend the Term for a period of Ninety (90) days, exercisable upon delivering a written notice to the City at least three (3) months prior to the expiry of the Term. The extension term shall be on the same terms and conditions as the original Licence except that there shall be no further option of extensions and the Licence Fee during the extension shall be the original Licence Fee pro-rated daily.

**TERMINATION:**

Both parties shall have the right, but not the obligation, to terminate this Agreement upon delivery of a notice to the other party setting out a termination date that is at least 60 days following the delivery of the notice.

**LICENSE FEE:**

The City shall receive a total of Two Hundred Seventy-One Thousand and Two Hundred Dollars (\$271,200.00) plus any harmonized sales tax for the Term of this Agreement.

**INSURANCE:**

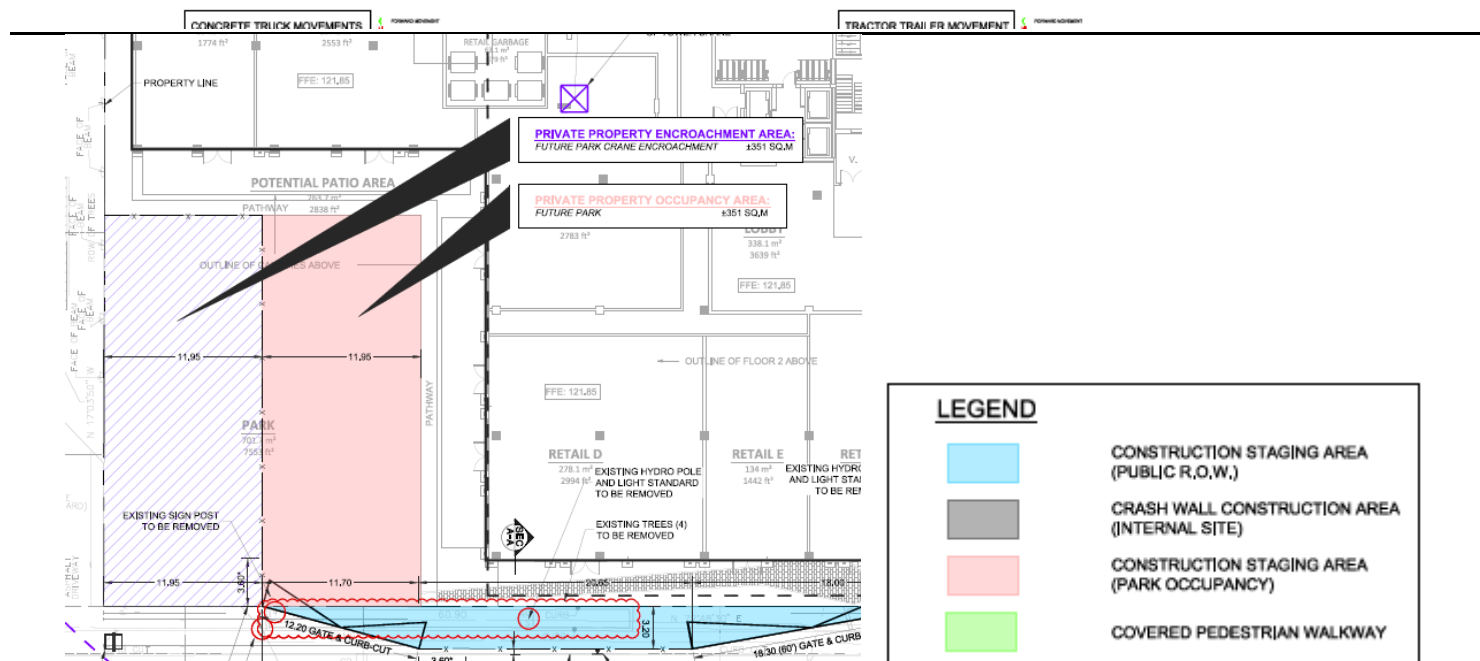
1. Commercial general liability insurance against all claims for bodily injury (including death) and for property damage in an amount of not less than \$20,000,000.00 per occurrence.
2. Contractor's Pollution Liability Insurance with a minimum limit of \$1,000,000.00;
3. Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed motorized vehicles used in the Licensed Area; and
4. Any such other insurance as the City, acting reasonably, may require.

The City shall be named as an additional insured on all insurance policies of the Licensee.

**TERMS AND CONDITIONS:**

**(1)** In the event that the Licensee wishes to encroach upon the Licensed Area while the Construction Crane, or any part thereof, is carrying objects or materials, the prior written consent of the City shall be required.

**(2)** When the City consents to the Construction Crane swinging over the Licensed Area, such operation is only allowed between 8:00 a.m. and after 5:00 p.m. Mondays to Fridays, and a paid duty officer is required to be present when operating the Construction Crane.





**APPENDIX "C" – LOCATION MAP**

