



DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2025-083

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:	March 10 2025	Phone No.:	416-338-5028
Purpose	To obtain authority for the City of Toronto (the " City ") and its agents to enter into a Construction Licence Agreement (the " Licence Agreement ") with Toronto Community Housing Corporation (" TCHC ") on a portion of 185 Cummer Avenue (the " Licensed Area ") for the purposes of construction of a 3-storey modular home complex (the " Complex ") containing approximately 59 suites as part of the Modular Housing Initiative.		
Property and Licensed Area	A portion of the property municipally known as 185 Cummer Avenue, comprised of PINs: 10029-0166, 10029-0167, and 10029-0059 legally described as Parts 1 and 2 on Plan 66R-31734 (the " Property "), as more particularly set out as Parts B-G on the sketch attached as Appendix "B".		
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into a Licence Agreement with TCHC granting the City and its agents access to the Licensed Area substantially on the terms and conditions set out below and on any other or amended terms and conditions as may be determined by the Director, Real Estate Services, and in a form acceptable to the City Solicitor. 		
Financial Impact	<p>There is no financial impact resulting from this approval. This is a nominal licence agreement.</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>City Council has approved the construction of modular homes in 2020 and 2021 upon the licenced premises. Each unit will be self-contained and the Complex will also include program space and administrative offices. The Complex is presently intended to support individuals who are experiencing homelessness. A local non-profit housing provider will manage the Complex and provide support services to the tenants under an agreement with the City.</p> <p>Construction is slated to start as soon as possible and so the City and TCHC have agreed to enter into a licence agreement to enable the City to commence construction without delay. The City and the TCHC have negotiated and entered into a long-term lease agreement (the "Lease") during the construction period.</p>		
Terms	See Appendix A		
Property Details	Ward:	18 – Willowdale	
	Assessment Roll No.:	19 08 094 200 064 50	
	Approximate Size:	N/A	
	Approximate Area:	3,766.22 m ² ± (40,539.25 ft ² ±)	
	Other Information:	N/A	

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 checked="" 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 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:	Lily Cheng	Councillor:	
Contact Name:	Councillor.Cheng@toronto.ca	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Consulted	Comments:	

Consultation with Divisions and/or Agencies

Division:	Housing Secretariat	Division:	Financial Planning
Contact Name:	Diya Menezes	Contact Name:	Ciro Tarantino
Comments:	Consulted	Comments:	Consulted

Legal Services Division Contact

Contact Name: Bronwyn Atkinson

DAF Tracking No.: 2025-083	Date	Signature
Concurred with by: Manager, Real Estate Services Niall Robertson	March 14, 2025	Signed by Niall Robertson
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Devi Mohan	March 14 2025	Signed by Devi Mohan
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		

Major Terms and Conditions

Effective Date:

March 9 2025

Expiry Date:

This Agreement shall end on the earlier of: (1) date on which the Work is completed; and (ii) the termination of this Agreement by TCHC pursuant to section 11(a) of the Agreement.

Amending Agreement:

The agreement amends and restates the original construction license agreement dated Nov 8 2021.

Plan Review:

As soon as reasonably practicable, the City and its contractors shall meet with TCHC and its staff for the purposes of agreeing on the construction schedule and all detailed plans, reports, specifications and drawings connected to the construction of the modular home complex (the "**Detailed Plans**"). The Detailed Plans shall include all utility plans, drawings and specifications, a construction management plan, any traffic plans or reports prepared by the City pertaining to access to the Property, as well as documents detailing any proposed test pits or other intrusive investigative techniques. TCHC's review and approval of the Detailed Plans shall be limited to the purposes of ensuring minimal interruption and impact on the Tenants' access to, use of, and enjoyment of the property (other than the Licensed Area) and shall not include any construction, design or structural matters.

Insurance:

The City shall ensure all contractors maintain comprehensive general liability ("**CGL**") coverage in an amount of at least Ten Million Canadian Dollars (CAD\$10,000,000.00) per occurrence, naming TCHC as an additional insured under the City's CGL coverage as well as the City's contractors' CGL coverages in respect of any and all claims for injury or damage to persons or property and for loss of life arising from or in connection with the Work. Coverage shall include damage to the property of TCHC.

The City shall also obtain at its expense and maintain in full force and effect at all times during the Term standard automobile liability coverage with a limit of at least Five Million Canadian Dollars (\$5,000,000) for all licensed motorized vehicles used in or about the Premises.

Additional Terms:

- During the Term of the Licence, the City and its contractors shall only perform construction work Complex with the exception of Part E, from Monday to Friday, from the hours of 7:00 a.m. to 5:30 p.m. Work on Part E shall only be performed from Monday to Friday, from the hours of 9:00 a.m. to 5:30 p.m. If construction work is required outside of this timeframe, the City requires TCHC's prior written approval, which shall not be unreasonably withheld.
- TCHC and its representatives, employees, agents and contractors shall have the right to enter the Licensed Area at any time and from time to time upon providing the City prior written notice (except in cases of emergencies in which case TCHC shall be permitted to enter the Licensed Area without notice but shall inform the City of such entry as soon as reasonably possible) to inspect the construction work being carried out, or to address any hazardous or dangerous situation. TCHC shall comply with reasonable safety requirements of the City or its contractors.
- The City shall take all reasonable steps to minimize any material interference or disturbance to the use and access of the Property and the TCHC building and parking facilities on the Property used by the Tenants and their invitees. The City shall use reasonable efforts in compliance with applicable laws to take all reasonable measures to minimize any interference or disturbance to Tenant access to, and use and enjoyment of their leased premises, on a 24/7 basis.
- In the event the City is unable to, or decides not to complete the Complex, the City shall be responsible for removing all improvements, debris, equipment, tools and materials whatsoever and shall restore the property to an equal or better condition it was in prior to the work commencing at the City's sole cost and expense.
- TCHC may enter premises and parts B at any time and from time to time with 48 hrs prior written notice to the City.
- TCHC may enter Parts C & F at any time and from time to time for access and egress without the requirement of notice to the City.
- TCHC may enter Parts D, E & G at any time and from time to time for access and egress without the requirement of notice to the City unless the City is performing Work on a Part in which even TCHC may enter the Part at any time and from time to time to upon 48 hours prior written notice to City.

