



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

TRACKING NO.: 2025-135

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 9 2025	Phone No.:	416-338-5028										
<b>Purpose</b>	To obtain authority for the City of Toronto, as the owner of Dufferin Grove Park (the "Burdened Lands"), to enter into a limiting distance agreement (the "Agreement") with The Neighbourhood Land Trust (the "Trust"), the owner of 128 Havelock Street (the "Benefitted Property"), to facilitate construction an extension of a residential building with certain unprotected openings on the Benefitted Property near the southern property line of the Burdened Lands.												
<b>Property</b>	The Agreement accrues to the benefit of the property municipally known as 128 Havelock St, Toronto, legally described as LTS 186, 187, 188 PL 405 TORONTO, City of Toronto, being all of PIN 21293-0371 (LT), (the "Benefitted Property") and imposes a burden on the City-owned property municipally known as Dufferin Grove Park and legally described as LT 189 PL 405 TORONTO; being all 21293-0292 (LT) (the "Burdened Lands"), both as shown on the Location Map in Appendix "B".												
<b>Actions</b>	Authority be granted for the City, in its capacity as the owner of the Burdened Lands, to enter into the Agreement with the Trust, 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.												
<b>Financial Impact</b>	There is no financial impact as the fair market value that the City would otherwise collect in exchange for granting this property interest is being accounted for in the Contribution Agreement as hereinafter defined in accordance with the prior Council authorities detailed below. Furthermore, the Trust is responsible for the preparation of the r-plan and any and all registration and release costs												
<b>Comments</b>	<p>The development at the Benefitted Property is an affordable housing project by the Trust in partnership with YWCA Toronto, as operator. In 2023, City Council (2023.PH8.10) authorized Open Door Incentives to be provided for the development of 10 affordable units at the Benefitted Property.</p> <p>In 2024, City Council (MM14.1) authorized the Housing Secretariat to utilize and spend \$3,150,000 funding from the New Build stream of the Canada-Ontario Community Housing Initiative program and allocate that amount to the Trust for redevelopment of the Benefitted Property.</p> <p>Subsequently, in March 2024, City Council (MM16.42) authorized Housing Secretariat to provide \$800,000 in funding, from the Capital Revolving Reserve Fund for Affordable Housing to the Trust to support the redevelopment of the Benefitted Property with 10 new affordable rental units, subject to the funds being secured in the municipal housing facility agreement (the City's "Contribution Agreement") between the Trust and the City under the Open Door Affordable Rental Program.</p> <p>Finally, in July 2024, City Council (MM20.23), authorized the exemption of General Condition E of Appendix B of Toronto Municipal Code Chapter 213, Real Property, allowing the Agreement to be entered into at nominal value, provided the foregone value is secured in the Contribution Agreement.</p> <p>The Trust has secured the necessary zoning approvals and submitted a building permit application for the project. This Agreement is an option under the Ontario Building Code to satisfy the fire mitigation measures whose alternative would otherwise be overly burdensome and costly for a registered charity.</p> <p>The proposed major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.</p> <p>The Chief Building Official to approve and sign the Agreement as an expression of the City's regulatory authority under the Building Code Act pursuant to the authority delegated under Chapter 363.</p>												
<b>Terms</b>	See Appendix "A"												
<b>Property Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><b>Ward:</b></td> <td>9 – Davenport</td> </tr> <tr> <td><b>Assessment Roll No.:</b></td> <td></td> </tr> <tr> <td><b>Approximate Size:</b></td> <td></td> </tr> <tr> <td><b>Approximate Area:</b></td> <td>42 m<sup>2</sup> ± (452 ft<sup>2</sup> ±)</td> </tr> <tr> <td><b>Other Information:</b></td> <td></td> </tr> </table>			<b>Ward:</b>	9 – Davenport	<b>Assessment Roll No.:</b>		<b>Approximate Size:</b>		<b>Approximate Area:</b>	42 m <sup>2</sup> ± (452 ft <sup>2</sup> ±)	<b>Other Information:</b>	
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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 checked="" 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 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:	Alejandra Bravo	Councillor:	
Contact Name:	Councillor_bravo@toronto.ca	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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 04/29/25	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Building	Division:	<b>Financial Planning</b>
Contact Name:	Cedric Barrera	Contact Name:	Ciro Tarantino
Comments:	Consulted on 4/16/25	Comments:	Consulted 04/29/25

**Legal Services Division Contact**

Contact Name: Catherine Thomas

DAF Tracking No.: 2025-135	Date	Signature
Concurred with by: Manager, Real Estate Services <b>Josie Lee</b>	May 12, 2025	Signed by Josie Lee
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Devi Mohan	May 9 2025	Signed by Devi Mohan
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

## Appendix "A"

### Major Terms and Conditions

Limiting Distance Area: Approximately 7.8m<sup>2</sup> on the Benefitted Property and approximately 33.8m<sup>2</sup> on the Burdened Property.

Fee: Nominal pursuant to Item MM20.23

City covenants: City permanently foregoes right to construct a building, as defined in the Building Code, anywhere within Part 2 of the draft r-plan attached hereto as Appendix "C" and further agrees not to construct a building anywhere on the City Property unless the northerly limit established by the applicable limiting distance area is used to measure its limiting distance and to determine the permitted area of unprotected openings. This covenant runs with the land and is binding on all subsequent owners.

Trust covenants: Trust shall not construct a building on the Benefitted Property unless the northerly limit established by the applicable limiting distance area is used to measure its limiting distance and to determine the permitted area of unprotected openings. This covenant runs with the land and is binding on all subsequent owners.

Indemnity: Trust must fully indemnify the City and each of its elected officials, officers, employees and agents (the "**City's Indemnified Parties**") of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the City's Indemnified Parties, from all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the City's Indemnified Parties, by reason of, or on account of, or in consequence of the entering into of this Agreement or any breach thereof, and will pay to the City's Indemnified Parties on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the City's Indemnified Parties in consequence of any such action, suit, claim, lien, execution or demand.

Release: The Trust releases the City and each of its elected officials, officers and employees and agents ("**City's Released Parties**") of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the City's Released Parties and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Trust and/or accrue to the Benefitted Property by reason of, or on account of, or in consequence of the fulfillment of its obligations or exercise of its powers under this Agreement.

## Appendix "B"

### Location Map



