

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

TRACKING NO.: 2020-102

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Mark Filice	Division:	Corporate Real Estate Management
Date Prepared:	April 8, 2020	Phone No.:	416-392-1830

Purpose	To obtain authority to enter into a tri-party Tie Back and Shoring Agreement, with the Toronto Community Housing Corporation ("TCHC") and the City as the Licensors, and Holly Dunfield Residences Corp. (the "Licensee") to permit the installation of temporary tie backs and shoring beneath a portion of City-owned lands, having an approximate sub-surface area of 725 square metres, to facilitate construction of an infill residential condominium development located at 25 Holly Street and 50 Dunfield Avenue.
Property	Part of City-owned land, known as 70 Dunfield Ave, and legally described as Part of PIN 21134-0006(LT) (the "City Lands") (See Appendix B, location map).
Actions	1. Authority be granted to enter into the Tie back and Shoring Agreement (the "Agreement") with the Licensee for the Licensed Area, substantially on the terms and conditions set out below with such revisions thereto and any other or amended terms and conditions as may be determined by the approving authority herein, and in a form acceptable to the City Solicitor;
Financial Impact	The City will receive compensation from the Licensee in the form of a one-time license fee of \$343,500 (plus HST), payable on the Licensee's execution of the Agreement. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	The Licensee requested permission to install Tie Backs beneath the Licensed Area, having an approximate subsurface area of 725 square metres, identified as the Licensed Area in Appendix C attached. The City of Toronto is the registered owner of the Licensed Area, and the TPA operates a parking garage above the Licensed Area. In addition, the TCHC operates, and manages a residential building above the Licensed Area, on stratified property owned by the TCHC. In light of the potential impact of the proposed tie-back installation on both the City's and TCHC's assets a tri-party agreement was necessary in this circumstance. Corporate Real Estate Management staff consider the proposed Agreement to be fair and reasonable to all parties.
Terms	Major Terms and Conditions are set out on page 4: Appendix "A"

Property Details	Ward:	12 – Toronto – St.Paul
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	Total Subsurface Area 725 m ² or 7803.8 ft ²
	Other Information:	

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

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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager 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.

Consultation with Councillor(s)										
Councillor:					Councillor:					
Contact Name:					Contact Name:					
Contacted by:		Phone	E-Mail	X	Memo	Other		Contacted by:		
Comments:		No Objections			April 9, 2020			Comments:		
Consultation with Divisions and/or Agencies										
Division:					Division:					
Contact Name:					Contact Name:					
Comments:					Comments:					
Legal Division Contact					Legal Division Contact					
Contact Name:					Contact Name:					

DAF Tracking No.: 2020-102	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Corporate Real Estate Management: Daran Somas <input type="checkbox"/> Approved by:	May 1, 2020	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by: Director, Corporate Real Estate Management: Alison Folosea	May 7, 2020	Signed by Alison Folosea

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M² or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix A- Term Sheet

Licensor: City of Toronto (the "City")

Licensee: Holly Dunfield Residences Corp

Properties: Part of City-owned land, known as 70 Dunfield Ave, and legally described as Part of PIN 21134-0006(LT) (the "City Lands") (See Appendix B, location map)

Tie Back and Shoring Licence Area (below-ground): Approximately 725 square metres sub-surface (labelled as "Tieback Block A" on Appendix C)

1. Term-Start: Date of execution of the agreement by all parties (the "Commencement Date")

2. Expiration of Term: The Licence will expire on the earlier of:
(a) six (6) months following the Slab Completion Date; and
(b) Two (2) years following the Commencement Date.

3. License Fee:

- (a) One-time fee of \$343,500.00 (plus HST) payable to the City on the Licensee's execution of the Agreement
- (b) One-time fee of \$5,000.00 (plus HST) payable to TCHC on the Licensee's execution of the Agreement

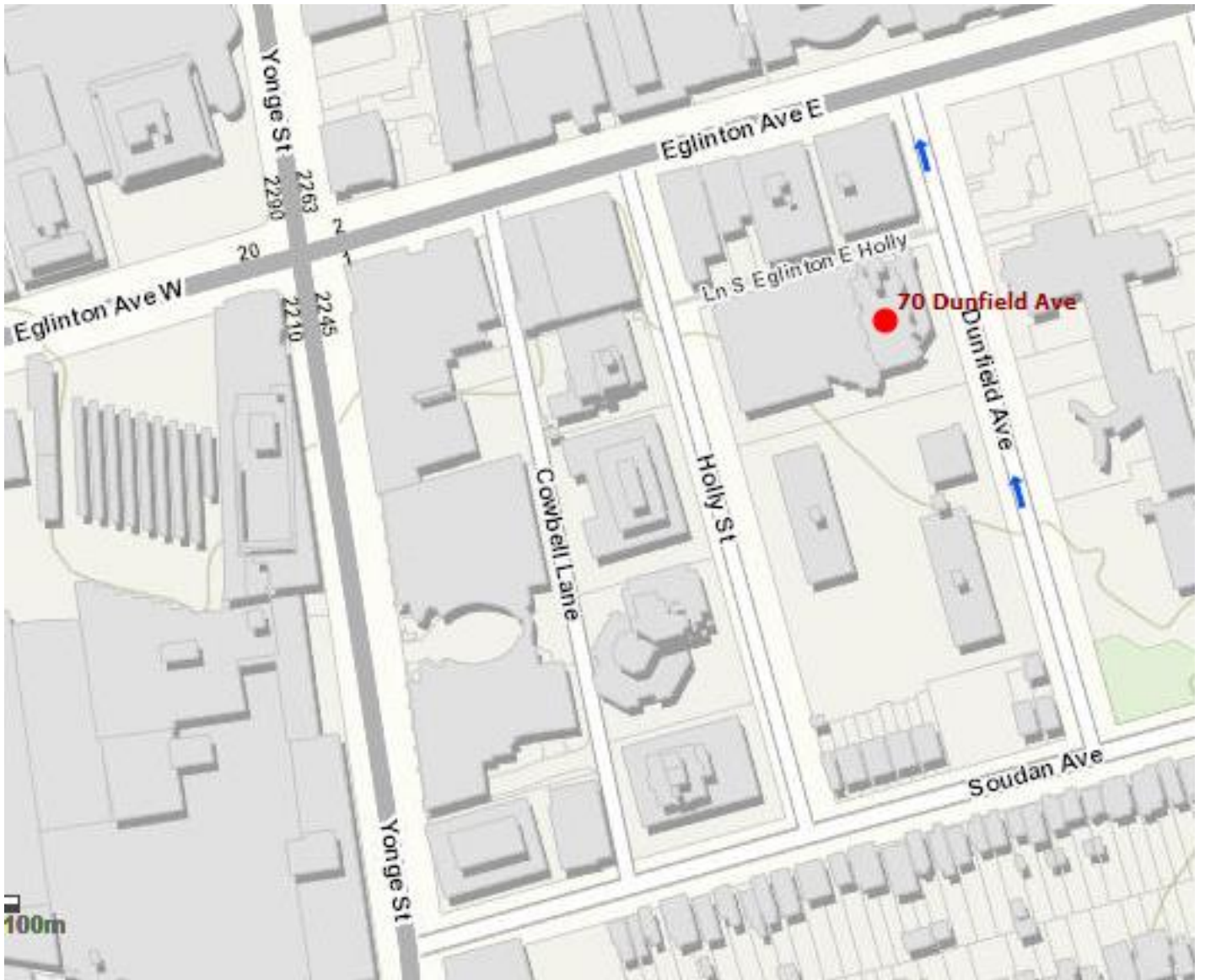
4. Use: To permit the Licensee to construct and install temporary tie-backs, H-piles and their concrete bases (collectively "Tie-Backs") beneath a portion of the City Lands having an approximate sub-surface area of 725 square metres, shown labelled as "Tieback Block A" on Appendix "C"

5. Completion: Upon completion of the Licensee's Work, the Licensee will restore the Licensed Area as nearly as possible to its condition immediately prior to the commencement of the Licensee's Work, to the satisfaction of the City and TCHC.

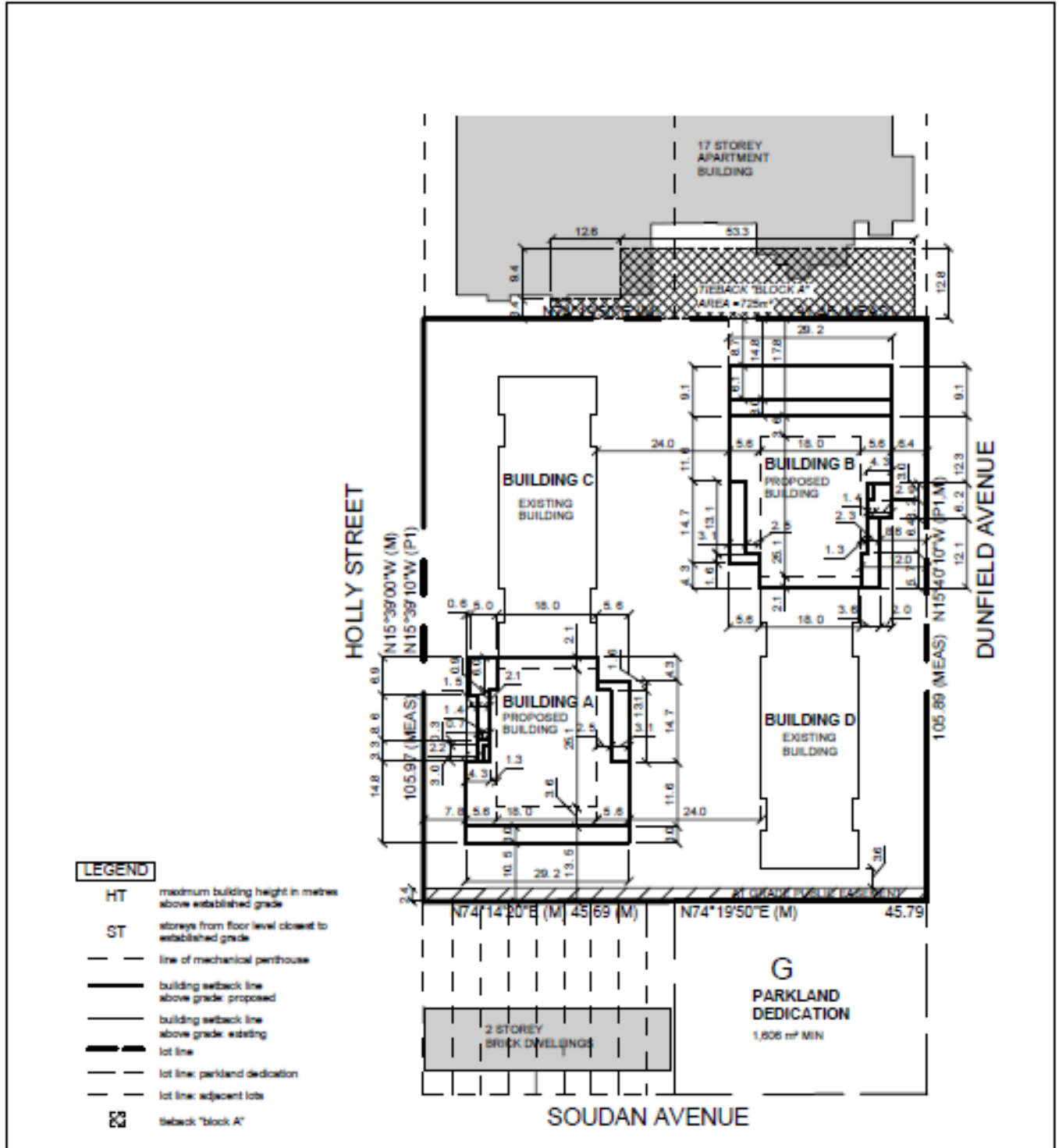
6. Insurance: The Licensee shall obtain and maintain, throughout the term of the Licence, comprehensive general liability insurance against claims for bodily injury (including death) and property damage in an amount not less than \$15,000,000.00 per occurrence.

7. Indemnity: The Licensee shall indemnify and save the City harmless from and against any and all manner of actions, claims, charges, costs, damages, demands, expenses, losses and any other proceedings whatsoever (including but not limited to those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents, contractors or property of the City and/or the Licensee) directly or indirectly arising out of, resulting from or sustained as a result of the De-stressing and removal by the City of any and all Tie-Backs in accordance with the terms of this Agreement.

Appendix B- Location Map



Appendix C- Licensed Area (Tieback Block A Area)



Quadrangle

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