

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

TRACKING NO.: 2021-017

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	January 8, 2021	Phone No.:	(647)-458-1934

Purpose	To obtain authority for the City of Toronto (the "City"), as licensee, to enter into an extension agreement (the "Licence Extension Agreement") of the original Licence Agreement dated June 30, 2020 (approved by DAF 2020-179) with Toronto Community Housing Corporation (the "Licensor"), for the continued use of 86 room units in the buildings municipally known as 325 and 355 Gerrard Street East, and 274 and 295 Sackville Street, City of Toronto, for the purpose of a temporary emergency shelter facility.		
Property	<p>325 Gerrard Street, Units 102, 203, 204, 205, 206, 207, 209, 304, 305, 306, 307, 308, 309, 401, 404, 407, 408, 501, 505, 508, 510, 511, 512, 602, 603, 604, 605, 609, 611, 612, 614</p> <p>355 Gerrard Street, Units 103, 105, 109, 110, 112, 201, 202, 209, 210, 213, 301, 302, 304, 305, 307</p> <p>274 Sackville Street, Units 106, 109, 110, 201, 203, 204, 205, 207, 210, 310, 312, 401, 402, 409, 410, 411, 412, 503, 504, 506, 603, 604, 605, 607, 609</p> <p>295 Sackville Street, Units 103, 106, 108, 109, 110, 111, 112, 115, 203, 209, 210, 302, 308, 314, 315</p>		
Actions	1. Authority be granted to enter into the Licence Extension Agreement with the Licensor for continued use of the Property for a term of four (4) months commencing on January 1, 2021 and expiring on April 30, 2021, substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions as may be deemed appropriate by the Executive Director, Corporate Real Estate Management ("Executive Director of CREM") and in a form acceptable to the City Solicitor.		
Financial Impact	<p>The City is not required to pay any license fee to the Licensor for the duration of the term and shall not be responsible for repair costs to fire and life safety systems; or any other operating costs, realty taxes, utilities, repairs, maintenance and/or replacements, but shall pay additional fees and other specified costs in accordance with the terms of the original License Agreement.</p> <p>The expenditures outlined above reflect COVID-19 related financial impacts which are being tracked and monitored corporately. The immediate and short-term impacts will be funded by leveraging and/or redirecting federal/provincial funding with longer term financial impacts anticipated to be funded from the COVID-19 recovery fund. Costs will be funded from cost centre HS100X. Future year expenditures will be included as part of the 2021 budget submission.</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	See page 4		
Terms	The major terms and conditions as outlined in Appendix "A" remain the same as the terms of the original Licence Agreement, with the exception of "Additional Terms" noted in Appendix "A". Corporate Real Estate Management staff consider the terms and conditions of this proposed License Extension Agreement to be fair and reasonable.		
Property Details	Ward:	13 – Toronto Centre	
	Assessment Roll No.:	Multiple	
	Approximate Size:		
	Approximate Area:		
	Other Information:	Multiple sites	

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/REOIs:</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/Licensors):</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/REOIs.</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 checked="" 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:
<ul style="list-style-type: none"> • Documents required to implement matters for which each position 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:
<ul style="list-style-type: none"> • 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			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Kristyn Wong-Tam	Councillor:	
Contact Name:	Tyler Johnson	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:	No objection (Jan 6, 2021)	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Shelter, Support & Housing Administration	Division:	Financial Planning
Contact Name:	Paul Fischer, Manager	Contact Name:	Babatunde Fowler
Comments:	No concerns (Dec 15, 2020)	Comments:	No concerns (Jan 5, 2021)
Legal Services Division Contact			
Contact Name:	Soo Kim Lee (Dec 15, 2020)		

DAF Tracking No.: 2021- 017	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Jan 14, 2021	Signed By: Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan 19, 2021	Signed By: Alison Folosea

Comments

As a result of the COVID-19 pandemic and the City of Toronto's state of emergency, the City is experiencing an unprecedented demand for shelter and respite services for its residents. The Property consists of 86 vacant units in 4 different buildings in Regent Park. Through DAF 2020-179 the City entered into an agreement with TCHC to use The property on a temporary basis. The Property will continue to be used for the purposes of a temporary emergency shelter facility, including but not limited to, meeting the needs of physical distancing obligations, isolation and/or recovery of the clients of the City, or such other shelter needs of the City. The facility may be operated by a service provider as deemed appropriate by SSHA.

As a component of SSHA's emergency response efforts to the COVID-19 pandemic, SSHA has received Senior Leadership Team approval to activate 275 temporary apartment units to support physical distancing, isolation and recovery needs within the shelter system. This location comprises a component of such 275 apartment units.

SSHA has approved this Licence Extension Agreement and confirmed that the terms and conditions are fair, reasonable and aligned with the service needs required to support the City's response efforts to the COVID-19 pandemic.

Appendix "A"
Major Terms and Conditions

- Licensor:** Toronto Community Housing Corporation
- Premises:** **325 Gerrard Street**, Units 102, 203, 204, 205, 206, 207, 209, 304, 305, 306, 307, 308, 309, 401, 404, 407, 408, 501, 505, 508, 510, 511, 512, 602, 603, 604, 605, 609, 611, 612, 614
- 355 Gerrard Street**, Units 103, 105, 109, 110, 112, 201, 202, 209, 210, 213, 301, 302, 304, 305, 307
- 274 Sackville Street**, Units 106, 109, 110, 201, 203, 204, 205, 207, 210, 310, 312, 401, 402, 409, 410, 411, 412, 503, 504, 506, 603, 604, 605, 607, 609
- 295 Sackville Street**, Units 103, 106, 108, 109, 110, 111, 112, 115, 203, 209, 210, 302, 308, 314, 315
- Term:** The Term shall commence on January 1, 2021 and end on April 30, 2021.
- Costs:** The City is not required to pay any base License Fee to the Licensor for the duration of the term, but shall pay the Additional Fees and other specified costs in accordance with the terms of the original License Agreement.
- The City shall not be responsible for repair costs to fire and life safety systems, and is not responsible for any other operating costs, realty taxes, utilities, repairs, maintenance and/or replacements.
- Use:** The Premises shall be used by the City and/or the Community Operator and its/their Authorized Member(s) (as defined herein) only for "short term living accommodation as an emergency shelter facility" for City clients, with such related services or other assistance as are considered appropriate by the City from time to time. The City and/or any Community Operator shall have access to the Premises seven (7) days a week, twenty-four (24) hours a day, during the Term and any extension thereof. Without limiting the generality of the foregoing, the Licensor acknowledges that the City shall be entitled at any time and from time to time, on prior written notice to the Licensor, but without requiring the Licensor's consent or any further compensation to the Licensor, to sub-licence or otherwise grant or permit, directly or indirectly, the use and operation of the Premises or part thereof to or by the Community Operator at any time and from time to time, upon such terms and conditions, including duration of occupancy and operational structure, as the City, in its sole discretion, considers appropriate provided that the City shall continue to remain responsible for all obligations under this Licence. The "short term living accommodation provided as an emergency shelter" for City clients will be in accordance with Section 5(f) of the *Residential Tenancies Act* (Ontario) ["RTA"]; the RTA does not apply for such use.
- Additional Terms:** The Licensee shall not be required to pay any License Fee, but shall pay the Additional Fees and other specified costs in accordance with the terms of the original License Agreement.
- Section 6.3 (a) of the Licence Agreement is amended, to provide that the Sub-licence Agreement between the City and the Community Operator referred to in Section 3.1 shall require the Community Operator to:
- (a) provide on-site staffing support at the Premises during regular business hours and at all times the Community Operator shall be the primary contact for the Premises and shall have the primary obligation for providing staffing support to the Premises.
- Recital (b) of the Licence is deleted, and the following substituted:
The City is experiencing an unprecedented demand for shelter of homeless individuals and families; families with refugee status; and Violence Against Women ("VAW") shelter clients, who may require relocation for the purposes of meeting the needs of physical distancing, isolation or recovery arising from the spread of COVID-19 and its presence within the City of Toronto; (collectively the "City Clients"); and urgently require the Premises for short-term emergency shelter purposes for City Clients.

Appendix "B"

Location Map

