

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

TRACKING NO.: 2021-237

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

Prepared By:	Joseph Sergnese	Division:	Real Estate Services
Date Prepared:	August 19, 2021	Phone No.:	416-392-1857

Purpose	To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto (the "City") and Build Toronto Inc. ("Build Toronto"), to commence on August 23, 2021, to licence to Build Toronto (the "Licence") part of the property municipally described as 251 Esther Shiner Boulevard, Toronto, Ontario (the "Property") as shown highlighted in red in the sketch attached hereto as Appendix "A" (the "Licensed Area") for the purposes of completing the works described in Appendix "B" attached hereto and for ongoing soil, environmental, and hydrogeological investigations (collectively, the "Permitted Activities").
Property	See Appendix "A" attached hereto.
Actions	It is recommended that: 1. Authority be granted to enter into the Agreement with Build Toronto for access and use of the Licensed Area for the purposes of the Permitted Activities, for a term of not more than three (3) months (the "Term") commencing on August 23, 2021 and expiring on November 22, 2021, or on such later dates as the City may determine to be reasonable provided that the length of the Term shall not exceed three (3) months, on the terms and conditions outlined herein and in a form acceptable to the City Solicitor
Financial Impact	There are no financial implications resulting from this approval. Build Toronto is not required to pay a licence fee; however the City will be compensated for this access by receiving the results of testing for its use. Build Toronto will be responsible, at its sole expense, for all costs related to the use of the Property by Build Toronto and its representatives, and for the costs of preparation of any test results or reports. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	Build Toronto requires access to the environmental, geotechnical and hydrogeological investigations for the Property.
Terms	See Appendix "C" attached hereto.

Property Details	Ward:	Ward 17 – Don Valley North
	Assessment Roll No.:	1908-11-3-010-00600
	Approximate Size:	Irregular
	Approximate Area:	46,417.4 m ² ± (499,633.2 ft ² ±)
	Other Information:	

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 checked="" 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 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 (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.

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:	Shelley Carroll	Shelley Carroll	
Contact Name:	Tom Gleason	Tom Gleason	
Contacted by:	<input type="checkbox"/> X <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:	(no objections, August 16, 2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Patricia Libardo
Comments:		Comments:	Concurred (August 19 2021)

Legal Services Division Contact

Contact Name: Stefan Radovanovich, Concurred (August 13, 2021)

DAF Tracking No.: 2021-237	Date	Signature
Concurred with by: Manager, Real Estate Services Peter Cheng	Aug 19 th , 2021	Signed By: Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Aug 20 th , 2021	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Appendix "A"

Description of the Property and Licensed Area

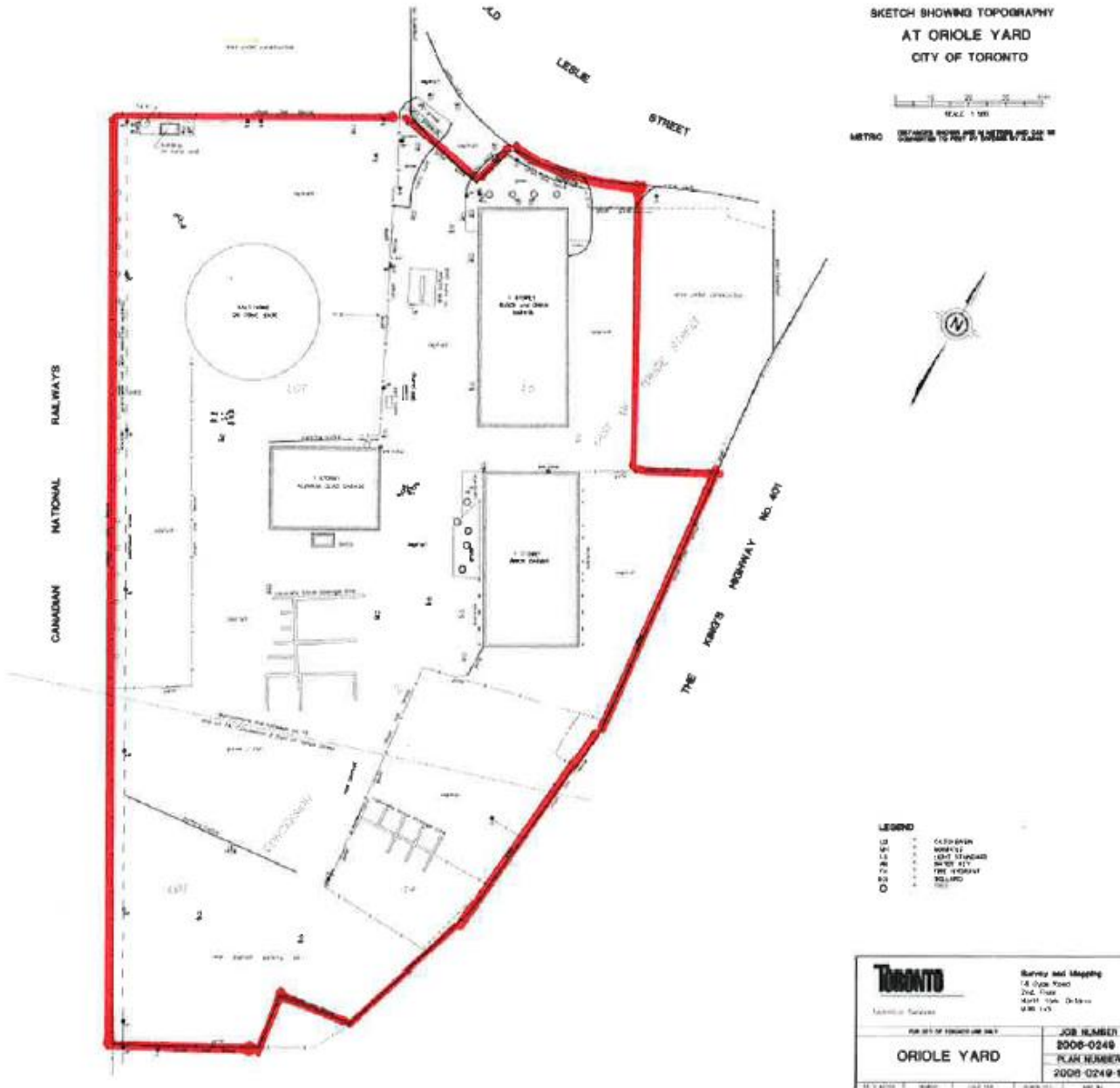
Municipal Address of Property:

251 Esther Shiner Boulevard, Toronto, Ontario

Legal Description of Property:

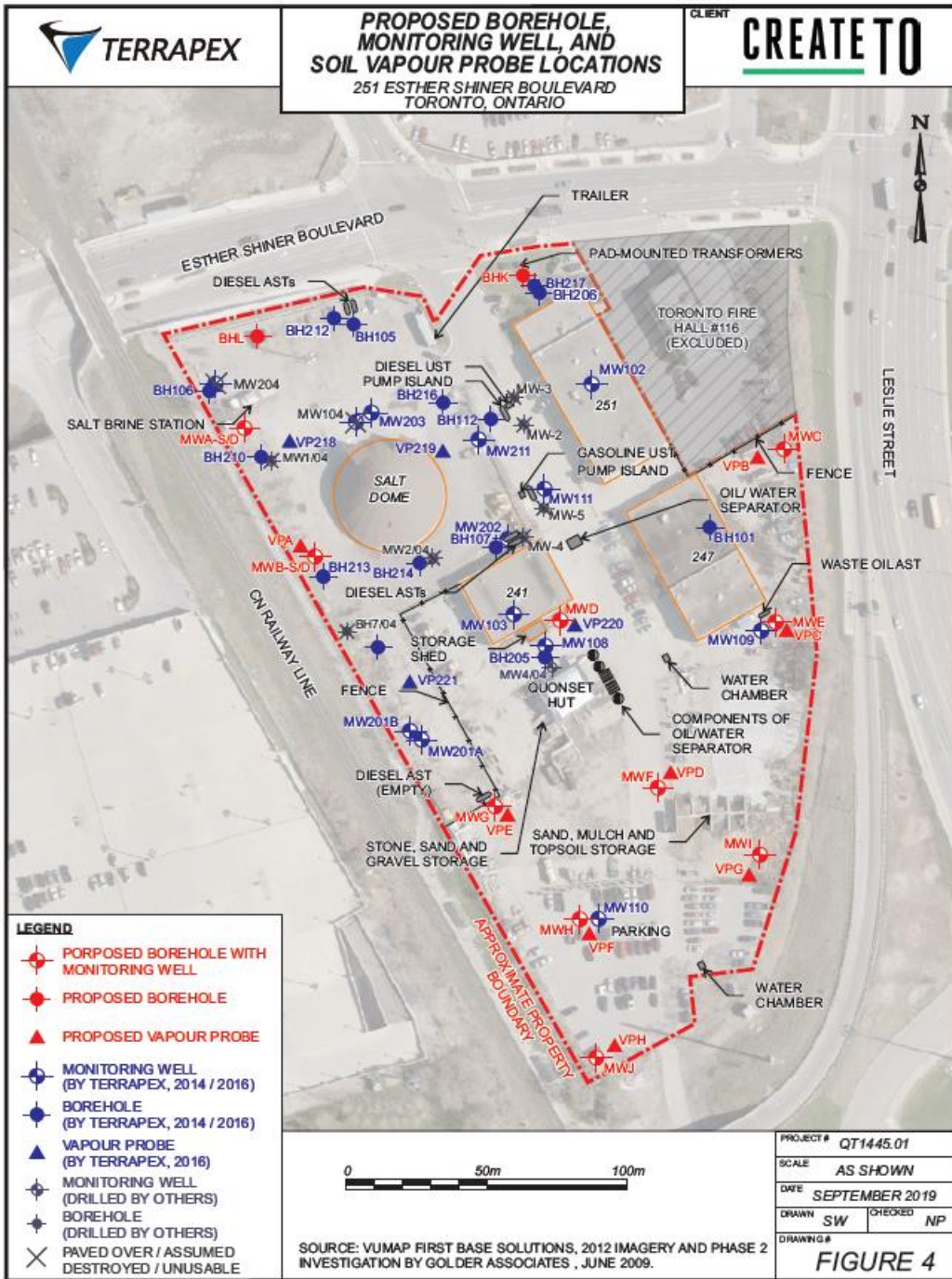
PT LT 14-15 CON 2 EYS TWP OF YORK AS IN NY56205, PARTS 1-14 64R2792, PARTS 1& 2 64R8472 CLOSED BY NY800568 & NY458892 W OF NY651357 EXCEPT PARTS 2, 3 & 5 64R14900; S/T NY658165; S/T NY808199, TB8831; TORONTO (IN YORK), CITY OF TORONTO

Sketch of the Licensed Area:



Appendix "B"

Scope of Proposed Work



- A Site visit will be conducted prior to any drilling activities to support the Phase One ESA update and confirm the PCAs and APECs for the Site.
- Monitoring activities will be conducted to confirm if the existing monitoring wells and soil vapour probes are accessible and able to be sampled in conjunction with the Site visit.
- All accessible monitoring wells will be sampled to confirm the groundwater quality at the Site prior to drilling.
- **Landshark Locates** will be retained to conduct private locates at the Site.
- Each proposed borehole location will be scanned in advance of drilling to confirm utility clearance.
- The boreholes will be drilled using a CME 75 drill rig equipped with hollow stem augers and split spoon samplers – approximate depths (22 m below ground surface),
- The subcontractor who will be conducting the drilling will be **Pontil Drilling Services Inc.** based out of Mount Albert, Ontario.
- Following the completion of the drilling, Terrapex will conduct monitoring and groundwater sampling activities on the newly installed wells within a week of drilling completion
- Six monitoring events are required to support the hydrogeological investigation for the Site. The events will be spaced two weeks apart and will likely extend into November 2021.

Appendix "C"

Terms and Conditions

The Agreement will include the following terms and conditions, as appropriate and such other terms and conditions as may be approved by the Director of Real Estate Services (the "Director"):

1. The term of the License shall be for a period of three (3) months consecutively beginning on August 23rd, 2021 and expiring on November 22nd, 2021, upon at least forty-eight (48) hours' notice.
2. At any time during the Term and any extension thereof, Build Toronto and the City shall each have the right (but not the obligation) to terminate the Licence, in their respective sole discretion, upon giving thirty (30) days' prior written notice thereof to the other party. If such notice is given, the License shall terminate, and Build Toronto shall resort the Licensed Area to its original condition in accordance with the restoration provision provided in paragraph 9 of this Appendix "C".
3. Any access during the Term shall be mutually arranged upon at least forty-eight (48) hours' prior notice, and the Permitted Activities shall be undertaken in such time and manner to minimize disruptions to the adjacent City operations;
4. Build Toronto will be responsible, at its sole expense, for all costs related to the use of the Licensed Area by Build Toronto, its agents, consultants, contractors and any other party as may be carrying out the Permitted Activities and whom the Licensee permits to have access to the Licensed Area as approved in advance by the Director, and for the costs of preparation of any test results or reports;
5. Build Toronto shall at all times indemnify and save harmless the City, its councilors, directors, elected or appointed officials, officers, employees, consultants, contractors, representatives, agents, successors and assigns, from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, 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 and property of the City, its officials, officers, employees, consultants, contractors, representatives, agents, successors and assigns or of the Licensee, directly or indirectly arising out of or resulting from or sustained as a result of either the Licensee's or its agents, consultants or contractors' activities pursuant to the *Licence* granted herein.
6. Build Toronto shall, prior to the start of any work, deliver to the City a copy of a signed certificate of insurance evidencing that Build Toronto's environmental consultants (or such other environmental consultant as may be carrying out the Permitted Activities and who is acceptable to the Director, acting reasonably), has obtained a policy of insurance for the conduct of the Permitted Activities on the Licensed Area, providing coverage, including (but not limited to) environmental liability coverage, bodily injury and property damage, in an amount of not less than \$10,000,000.00 per occurrence. The Commercial General Liability policy to be obtained by such consultant(s) shall name the City as an additional insured, provide cross-liability coverage and waiver of subrogation, and contain a clause providing that the Licensee's environmental consultant shall not change or cancel the insurance during the Term of this Licence.
7. Build Toronto shall provide the City with copies of any and all reports provided to it upon completion any work related to the Permitted Activities. The reports shall be addressed to Build Toronto and the City and shall be accompanied by authorization from Build Toronto and the qualified consultant preparing the test results and reports permitting the City to use them for any purpose, determined by the City in its sole discretion. Build Toronto shall ensure that any such report(s) remain confidential and are not disclosed to any person or party for any purpose whatsoever, except to The Ministry of the Environment, Conservation and Parks (Ontario) where required by law, without the prior written consent of the City.
8. Upon the expiry or earlier termination of the License, Build Toronto shall immediately remove from the Licensed Area all fixture(s), equipment, structures and debris it has caused to be introduced onto or into the Licensed Area (other than monitoring wells and ancillary equipment, which shall be permitted to remain until the City requires them to be removed by the Build Toronto at its sole expense), and shall restore the Licensed Area, to the extent practicable, to its original condition immediately prior to the Licensee's occupancy, at the Licensee's sole cost and expense, all to the satisfaction of the Director, acting reasonably.