

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2021-295

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

Prepared By:	Rutvik Pandya	Division:	Corporate Real Estate Management
Date Prepared:	October 22, 2021	Phone No.:	(416) 338-5812
Purpose	To obtain authority to enter into a license agreement with The Canada Ireland Foundation (the " Licensee ") with respect to the property municipally known as 3 Eireann Quay, Toronto for the purpose of construction staging and vehicular access (the " Licence Agreement ").		
Property	Part of the property municipally known as 3 Eireann Quay, Toronto, legally described as PT BLK D, E, F, G PL D1397 TORONTO AS IN CA304797, CA360600, CA360601, CA559870, PT 12, 13 & 14 63R4015, being all of PIN 21418-0115 (LT) (the " Property "), comprising of approximately 1,615 square meters as shown on the sketch in Appendix "B" (the " Licensed Area ").		
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other terms deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
Financial Impact	There is no financial impact resulting from this approval. The license agreement is for nominal consideration of \$2.00 (plus HST). The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.		
Comments	On January 29, 2021, the Licensee provided the City with a detailed business plan to renovate the building located at the Property (the " Building ") for the City's review and approval. The Licensee at its sole cost and expense will invest approximately \$4 million to make alterations and improvements to the Building and requires the Licence Agreement to carry out the work in accordance with the business plan. The Licence Agreement supports the Bathurst Quay Neighbourhood Plan and will enable works to be completed by the Licensee in support of the City's future public plaza project. The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair and reasonable.		
Terms	Please see page 4: Appendix "A"		
Property Details	Ward:	Ward 10 – Spadina-Fort York	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	1615 m ²	
	Other Information:		

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million. Request/waive hearings of necessity delegated to less senior positions.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million. Request/waive hearings of necessity delegated to less senior positions.
3. Issuance of RFPs/REOs:	<input type="checkbox"/> Issuance of RFPs/REOs.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	<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 \$3 Million. <input checked="" type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc. Delegated to a more senior position.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million. <input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc. <input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$3 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<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/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <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	<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/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management 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. • Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. • Expropriation Applications and Notices following Council approval of expropriation. • 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:	Joe Cressy	Councillor:	
Contact Name:	Brent Gilliard	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" 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 – Oct 21,2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	City Planning	Division:	Financial Planning
Contact Name:	Bryan Bowen	Contact Name:	Ciro Tarantino
Comments:	Comments incorporated	Comments:	Concurred – Oct 21 st 2021

Legal Services Division Contact

Contact Name: **Gloria Lee – Comments incorporated**

DAF Tracking No.: 2021- 295	Date	Signature
Recommended by: Daran Somas- Manager, Real Estate Services	Oct. 26, 2021	Signed by Daran Somas
Recommended by: Alison Folosea - Director, Real Estate Services	Oct. 27, 2021	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input checked="" type="checkbox"/> Approved by: Patrick Matozzo	Oct. 27, 2021	Signed by Patrick Matozzo
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli		X

"Appendix A- Term Sheet"

Licensor: City of Toronto

Licensee: The Canada Ireland Foundation

Licensed Area: A portion of 3 Eireann Quay comprising approximately 1,615 sq. m. The City shall have the right to reduce the size of the Licensed Area during the Term upon thirty (30) days' prior written notice to the Licensee.

Term: Twelve (12) months, Oct 25, 2021 to October 24, 2022

License Fee: \$2.00 plus HST

Use: Access and construction staging.

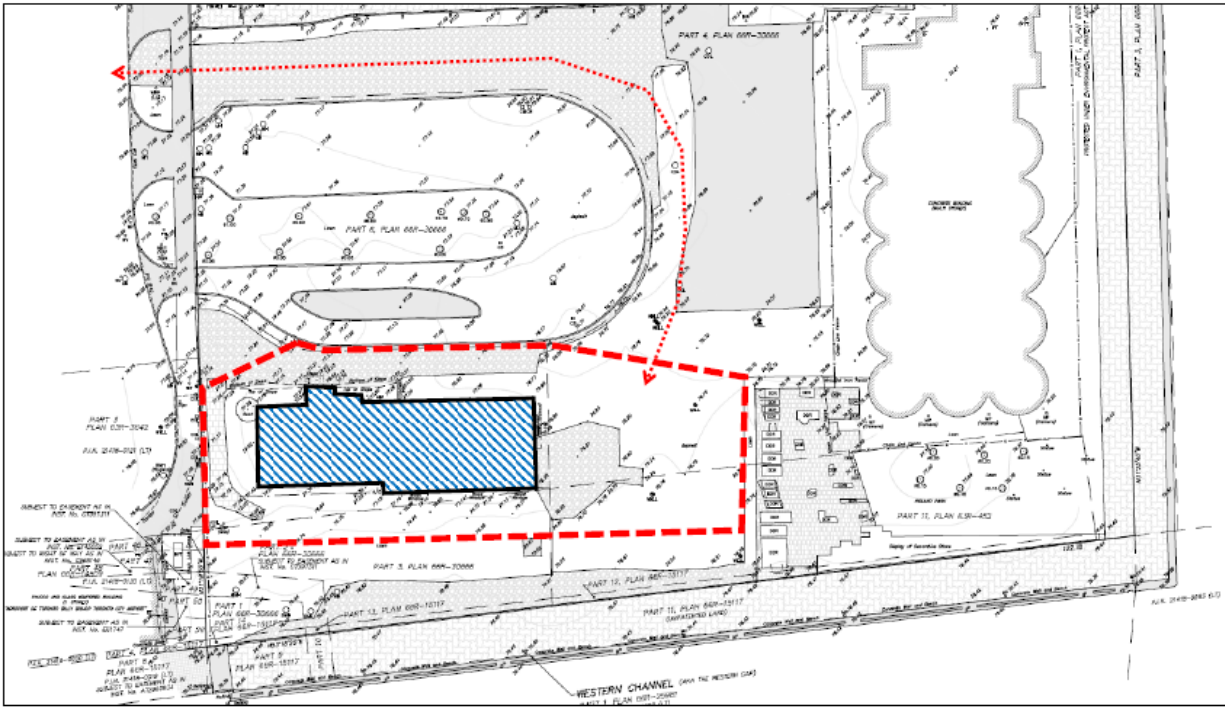
Insurance: The Licensee will be required to maintain: 1) Commercial General Liability in the amount of \$5 million per occurrence for bodily injury (including death) and property damage; 2) Contractor's Pollution Liability with a minimal limit of \$1,000,000.00; 3) Standard Automobile Liability coverage with a limit of at least \$2,000,000.00; and 4) any other insurance as the City, may reasonably require. The City will be added as an additional insured.

Early Termination: At any time during the *Term* and any extension thereof, the Licensee and the City shall each have the right to terminate the *Agreement*, upon giving thirty (30) days' prior written notice of such termination to the other party.


Indemnity:


- A. The Licensee releases and hereafter fully indemnify and save harmless the City and its officers, councilors, servants, contractors, employees, agents, representatives, elected and appointed officials, successors, assigns, from any and all manner of actions, suits, claims, demands, and any other proceedings whatsoever arising out of the exercise of the licence and the use of the Licensed Area.
- B. The Licensee covenants and agrees to indemnify and save the City harmless from and against any and all liens related to any work performed by the Licensee at the Property and shall at its own expense see to the removal from the registered title to the Property, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith.

"Appendix B – Licensed Premises"



LEGEND

 Limit of construction fencing

 Shared vehicle access route

 Leased premises