

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

TRACKING NO.: 2022-057

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

Prepared By:	Joanna Mysak	Division:	Corporate Real Estate Management
Date Prepared:	March 17, 2022	Phone No.:	416-338-0405

Purpose	To obtain authority to enter into a Construction Staging Licence Agreement, with Scala Residences Inc. (the "Licensee"), for a term of ten (10) months (the "Term"), on lands owned by the Toronto and Region Conservation Authority ("TRCA"), for the purposes of vehicle access, construction staging of equipment and materials, and the operation of a hoist to facilitate construction on the Licensee's adjacent property as well as to carry out ravine stewardship restoration and planting.
Property	Block 3, Plan 66M2551; City of Toronto, being all of PIN 10058-1496 (the "Licensed Area")
Actions	1. Authority be granted to enter into the Construction Staging Licence Agreement (the "Agreement") with the Licensee for the Licensed Area, 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.
Financial Impact	<p>The Licensee shall pay to the City as a fee for the full Term of the Licence, the amount of \$18,334 per month, plus any applicable HST or other taxes, payable in advance on or before the first day of the Term, or the first day of the Extended Term, if applicable.</p> <p>Total revenue to the City for the 10 month Term will be \$183,340 (plus HST). Compensation to the City will be directed to the 2022 Council Approved Operating Budget for Corporate Real Estate Management under cost center FA1379.</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	<p>The Licensee transferred ownership of the Licensed Area to the TRCA as part of the planning approvals for the development of the adjacent lands. The City manages the Licensed Area on behalf of the TRCA pursuant to a management agreement.</p> <p>The Licensee has requested permission to use the Licensed Area on a non-exclusive basis in order to access its adjacent development to facilitate the construction of a condominium development and to carry out ravine stewardship restoration and planting.</p> <p>The Licensed Area of approximately 745 square metres will be used for the purposes of vehicle access, staging of equipment and material, and operation of a hoist. The Licensee will carry out ravine stewardship planting prior to the completion of the Agreement.</p> <p>The proposed licence fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market value.</p>
Terms	See Appendix "A".

Property Details	Ward:	17 - Don Valley North
	Assessment Roll No.:	
	Approximate Size:	Irregular
	Approximate Area:	745 m ² ± (8,019 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 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 checked="" 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:

- 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:	Councillor Shelley Carroll	Councillor:	
Contact Name:		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 – March 17, 2022	Comments:	

Consultation with Divisions and/or Agencies

Division:	TRCA	Division:	Financial Planning
Contact Name:		Contact Name:	Ciro Tarantino
Comments:	No objections	Comments:	Comments incorporated – March 1, 2022

Legal Services Division Contact

Contact Name:	
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DAF Tracking No.: 2022-057	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	March 22, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	March 22, 2022	Signed by Alison Folosea

Appendix "A" - Term Sheet

Licensor: City of Toronto (the "City")

Licensee: Scala Residences Inc.

Property: Block 3, Plan 66M2551; City of Toronto, being all of PIN 10058-1496 (LT)

Licence Area: Approximately 745 square metres of the Property shown hatched in red on the sketch attached to Appendix "C"

1. Term: 10 months commencing on March 1, 2022 and ending on December 31, 2022.

2. License Fee: The total cost of the 10 month Term will be \$183,340 (plus HST)

3. Use: vehicle access to the Property, staging of equipment and material, operation of a hoist to facilitate construction on the Licensee's adjacent property and ravine stewardship planting.

4. Early Termination: At any time during the Term, the Licensee and the City shall each have the right (but not the obligation) to terminate this Agreement, in their respective sole discretion, upon giving at least 30 days written notice of such termination to the other party.

5. Insurance: Prior to the commencement of the Term, the Licensee agrees to purchase and maintain, at its sole cost and expense, for the duration of this Agreement, the following policies of insurance:

- (a) Commercial General Liability Insurance which has inclusive limits of not less than \$10,000,000.00 per occurrence,
- (b) Contractor's Pollution Liability with a minimal limit of \$2,000,000.00;
- (c) Standard Automobile Liability coverage with a limit of at least \$5,000,000.00 for all licensed motorized vehicles used on the Licensed Area.

6. Indemnity: The Licensee shall indemnify and save harmless the City from any and all manner of Claims which may be made or brought against, suffered by, or imposed on the City's Representatives or their property, in respect of any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person or property (including, without restriction, directly or indirectly arising out of, resulting from, or sustained as a result of the exercise of the Licence;

