

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

TRACKING NO.: 2023-235

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

Prepared By:	Boluwarin Mojeed	Division:	Corporate Real Estate Management
Date Prepared:	August 30, 2023	Phone No.:	416-392-7399

Purpose	To obtain authority to enter into a Licence Agreement (the " Agreement ") between the City (the " Licensee ") and Marich Developments Inc. (the " Licensor ") with respect to the property municipally known as 80-82 Church Street, Toronto, for the purpose of swingstage and/or scaffold access, and to use and occupy the rooftop area of the Property (defined below) together with all necessary supplies, machinery, gear and equipment as a construction staging site, to facilitate the renovation of the City-owned building located at 67 Adelaide Street East, Toronto.
Property	Approximately 1,300 square feet of the rooftop area of the property municipally known as 80 Church Street, Toronto, legally described as PT ST. ANDREW'S CHURCH LOT PL D87 TORONTO; PT LT 1 W/S CHURCH ST PL D87 TORONTO AS IN CA558448; S/T INTEREST IN CA558448; City of Toronto; being all of the PIN 21401-0080 (LT) (the " Property "), as shown on the Location Map, and as shown outlined in blue in the Licensed Area sketch attached hereto as Appendix " B ".
Actions	1. Authority be granted to enter into the Agreement with the Licensor, 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 approving authority herein, and in a form acceptable to the City Solicitor.
Financial Impact	<p>The total cost to the City for the initial term will be \$69,900 (plus HST) or 71,130.24 (net of HST recovery).</p> <p>If the City exercises its option to extend the Term for four (4) additional months, the maximum total cost to City, including the initial term is estimated to be \$119,900 (plus HST) or 122,010.24 (net of HST recovery).</p> <p>Funding is available in the 2023-2033 Council Approved Capital Budget for Shelter, Support & Housing Administration under cost centre CHS044-04,</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 facility at 67 Adelaide Street East will be converted from a 24-hour drop-in centre for homeless women into a Municipal Shelter for Indigenous men to be operated by Na-Me-Res, an Indigenous organization as part of the Housing and Shelter Infrastructure Development (HSID, formerly 1000 Bed) Project in an effort to create additional shelter capacity as mandated by City Council (2018-EX31.2). The 24-hour women's drop-in will be relocated to a new facility in the same ward. In order to facilitate the necessary exterior renovations, an access agreement with 80-82 Church Street is required.</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 rates.</p>
Terms	Refer to Appendix A – Major Terms and Conditions on page 4.

Property Details	Ward:	13 – Toronto Centre
	Assessment Roll No.:	1904 064 390 01010
	Approximate Size:	N/A
	Approximate Area:	121 m ² ± (1,300 ft ² ±)
	Other Information:	N/A

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/Licensor):</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"/> I 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"/> I 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 checked="" 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"/> I Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> I 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:	Chris Moise	Councillor:	
Contact Name:	Tyler Johnson	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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 Objections	Comments:	

Consultation with Divisions and/or Agencies

Division:	Shelter, Support and Administration	Division:	Financial Planning
Contact Name:	Loretta Ramadhin	Contact Name:	Ciro Tarantino
Comments:	Comments Incorporated	Comments:	Comments Incorporated

Legal Services Division Contact

Contact Name:	Michelle Xu
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DAF Tracking No.: 2023-235	Date	Signature
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski	August 30, 2023	Signed by Jennifer Kowalski
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	September 7, 2023	Signed by Alison Folosea

Appendix A – Major Terms & Conditions

Licensed Area: Approximately 1,300 square feet of the rooftop area of the property municipally known as 80-82 Church Street, Toronto.

Licensor: Marich Developments Inc.

Term: Commencing on the execution of the Licence, and ending on December 31, 2023 (the "**Expiry Date**").

Option to Extend: Upon thirty (30) days of written notice to the Licensor prior to the Expiry Date, the City may elect to extend this Licence up to April 30, 2024 (the "**Extended Period**"). The City shall pay an additional fee of \$12,500 plus H.S.T. to the Licensor per month or part thereof for the elected Extended Period.

Use: swingstage and/or scaffold access, and to use and occupy the Licensed Area together with all necessary supplies, machinery, gear and equipment as a construction staging area, to facilitate the renovation of the City-owned building located at 67 Adelaide Street East, Toronto.

Licence Fees:

- \$69,900.00 (plus H.S.T.) for the Term.
- Additional licence fee of \$12,500.00 plus H.S.T. per month, for a maximum of four (4) months for the Extended Term.

Insurance: Prior to the Commencement Date, the City shall add the Licensor as an additional insured to the City's commercial general liability insurance and provide the Licensor with a certificate of insurance thereof upon execution of this Agreement. The Licensor agrees that the City may self-insure, and such self-insurance shall be sufficient for the purposes of fulfilling the insurance requirement of this Agreement.

Early Termination: during the Term, the City shall have the right to terminate the Licence, upon giving 30 days of prior written notice to the Licensor. If the right of early termination is exercised by the City, there will be no partial refund of the Licence Fee.

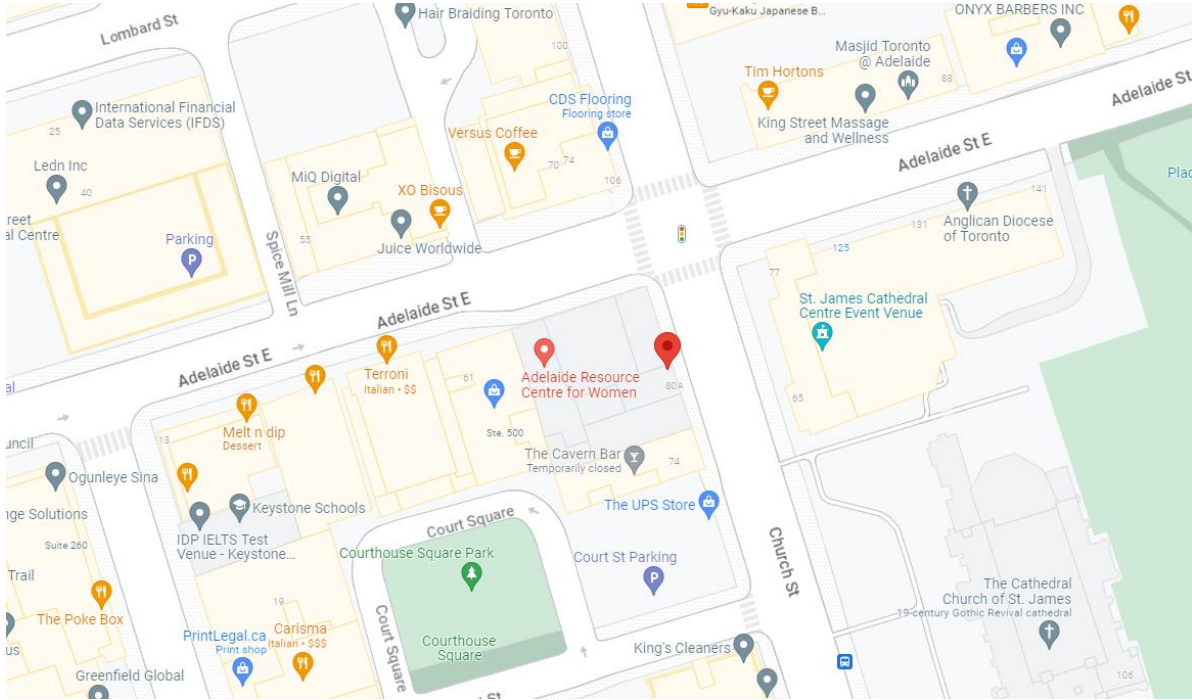
Property Condition:

1. Prior to the Commencement Date, the City shall provide an opinion letter from a qualified professional engineer (the "**Engineer**") that the City's work ("**Work**") will not affect, in any way whatsoever, the structural integrity of the Property.
2. The City shall engage an Engineer to conduct a pre-construction condition survey (the "**PCCS**") to determine the state of the Property prior to the Commencement Date. The City shall provide the PCCS to the Licensor Fifteen (15) business days prior to the Commencement Date. The Licensor shall have Ten (10) business days after receipt to provide comments to the PCSS. Upon expiry or early termination of this Licence for any reason whatsoever, the City shall remove all equipment and debris it brought upon the Licensed Area in connection with this Licence, and shall restore the Licensed Area to its original condition existing immediately prior to the Commencement Date, as determined by the PCCS at the City's sole cost and expense.
3. The City shall engage the Engineer to conduct a post construction condition survey (the "**PostCCS**") to identify changes in the condition of the Property resulting from the Work. In the event that there are damages, then at the option of the Licensor the City shall either: (i) make good the damages and restore the Licensed Area to a new condition without deduction for betterment, including any repairs or restoration necessary and ancillary to the damages; or (ii) pay the Licensor an amount equal to the value, plus HST, of (i) which amount shall be established by an independent cost consultant selected mutually by the parties, the cost of the consultant shall be borne solely by the City.
4. The Engineer shall provide a letter ("**Letter**") setting out the date the Equipment and debris are removed from the Property and the Work is completed.
5. The PCCS, the PostCCS, and the Letter shall be addressed jointly to both the City and the Licensor by the Engineer.

Indemnity and Release:

The City shall indemnify, hold harmless and save the Licensor harmless from all costs and claims relating to the Work carrying out upon the Licensed Area, except to the extent caused or contributed by the negligence or wilful misconduct of the Licensor. This indemnity and release shall survive the Licence for five (5) years following the later of the date of early termination, the Expiry Date and end of any Extended Period.

APPENDIX "B" LOCATION MAP



LICENSED AREA SKETCH

