

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

TRACKING NO.: 2020-070

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Mark Gunaratnam	Division:	Corporate Real Estate Management
Date Prepared:	March 5 th 2020	Phone No.:	416-392-2598

Purpose	To obtain authority to enter into a licence agreement with 2315155 Ontario Inc. (the "Licensee") to allow for construction staging, construction of a parking lot, taxi corral and pedestrian path at 5 Eireann Quay.
Property	A portion of 5 Eireann Quay, legally described as Part of Block D, E, F, and G, Plan D1397 Toronto, as in CA304797, CA360600, CA360601, CA559870, and Parts 12, 13, and 14 on Plan 63R-4015, City of Toronto, comprising of approximately 1,739.7 square meters and as shown as Part 5 in the draft reference plan 2017-05617-1, attached as Appendix "C" (the "Licensed Area").
Actions	1. Authority be granted to enter into a licence agreement (the "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 licence agreement is for nominal consideration of \$2.00 (plus HST), payable to the City on the Licensee's execution of the agreement. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	The Licensee requested permission to use a portion of the City-owned Lands having an area of approximately 1,739.7 square meters for the purposes of: 1) construction of a parking lot and the storage of vehicles, machinery, equipment and materials to be used in the construction of the parking lot; and 2) upon completion of the construction of the parking lot, the storage of vehicles, machinery, equipment and materials to be used in the construction of a taxi corral and a pedestrian path at 5 Eireann Quay. This license supports the Bathurst Quay Neighbourhood Plan and will enable works being completed by Toronto Port Authority in support of the City's future public plaza project. These works include surplus soil, asphalt, debris and construction waste removal, from past City construction projects, preliminary re-grading of the plaza site, and installation of storm water infrastructure that will be shared by Toronto Port Authority and the City.
Terms	The proposed licence fee and other major terms and conditions of the Agreement are considered to be fair and reasonable. Please see page 4: Appendix "A"

Property Details	Ward:	10 – Spadina-Fort York
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	1,739.7 m ² ± or (18,725.98 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	<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 \$50,000.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.
	<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.	<input checked="" 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.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	<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 \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to more senior positions.	<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/Estoppels/Certificates
		<input type="checkbox"/> (f) Objections/Waivers/Caution
		<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. 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 he or she 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.

Consultation with Councillor(s)									
Councillor:	Joe Cressy				Councillor:				
Contact Name:					Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No objection (February 27, 2020)				Comments:				
Consultation with Divisions and/or Agencies									
Division:	City Planning, Waterfront Secretariat				Division:	Financial Planning			
Contact Name:	Bryan Bowen				Contact Name:	Filisha Jenkins			
Comments:	No objection (February 26, 2020)				Comments:	No objection (March 5, 2020)			
Legal Division Contact									
Contact Name:	Gloria Lee								

DAF Tracking No.: 2020-070	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Mar. 6, 2020	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Nick Simos	Mar. 10, 2020	Signed by Nick Simos

General Conditions ("GC")

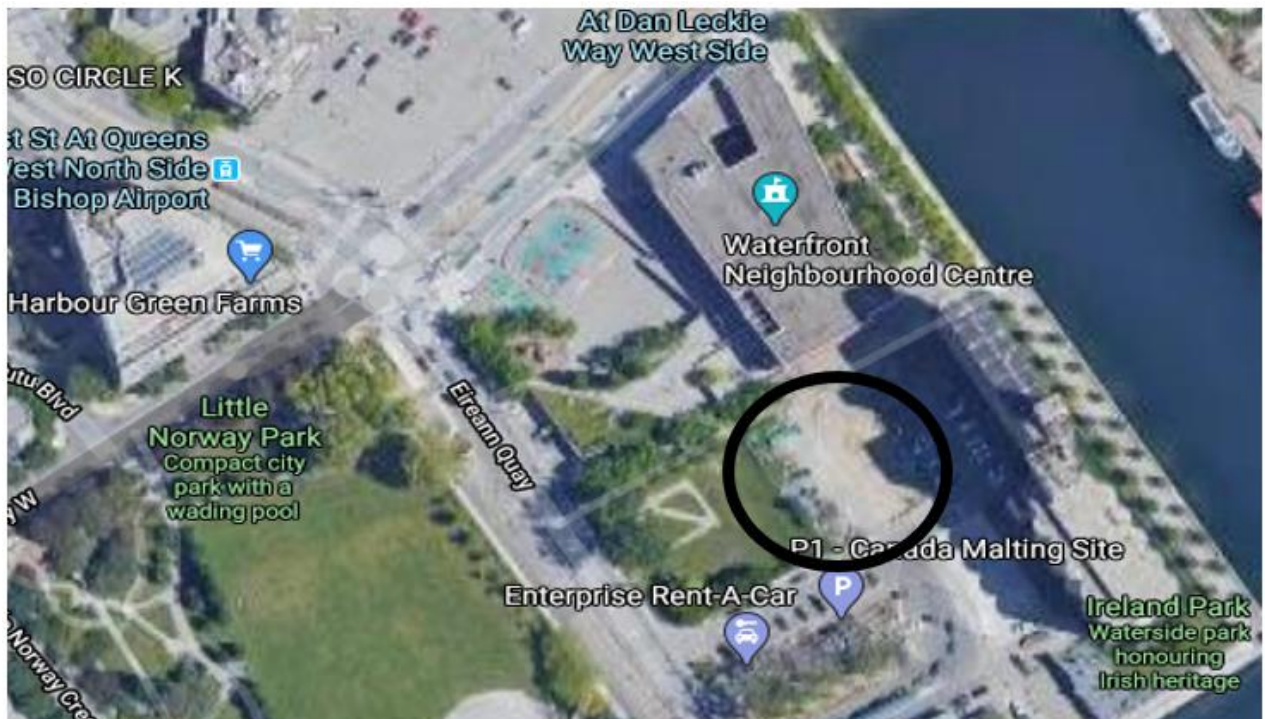
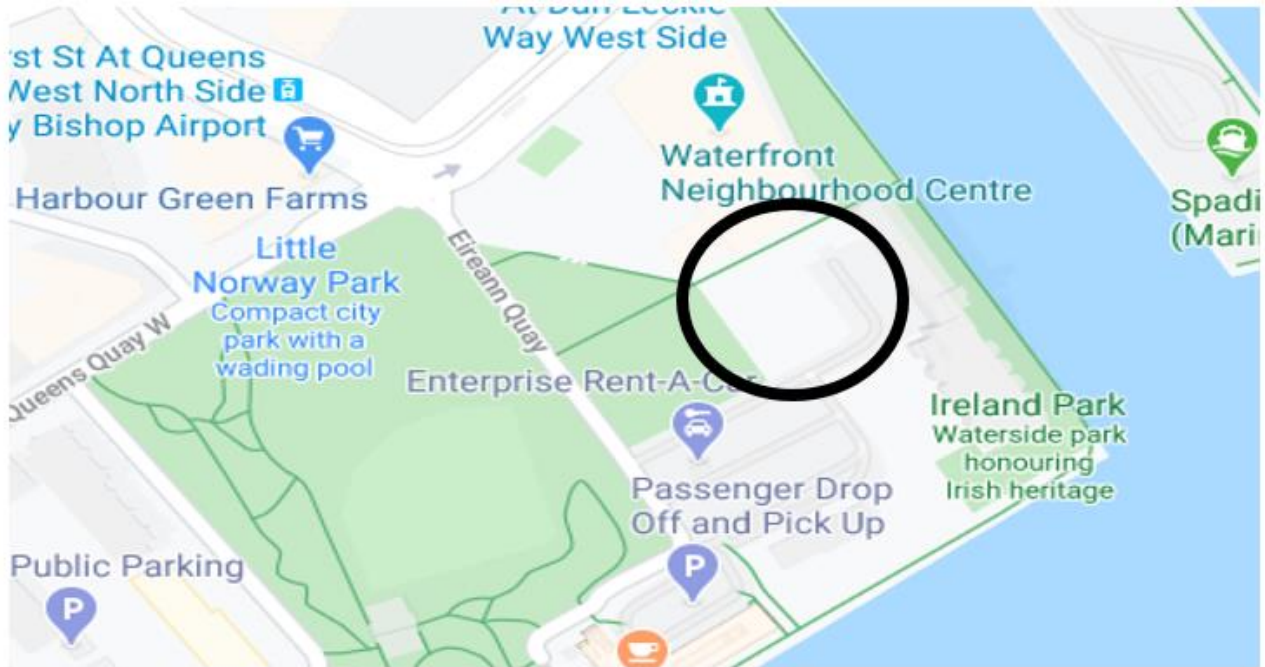
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M² or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

DAF 2020-070

"Appendix A- Term Sheet"**Licensor:** City of Toronto (the "City")**Licensee:** 2315155 Ontario Inc.**Licensed Area:** A portion of 5 Eireann Quay, as shown as Part 5 in the draft reference plan 2017-05617-1, attached as Appendix "C".

1. **Term:** Six (6) months, March 6th, 2020 to September 5th, 2020
2. **License Fee:** \$2.00 plus HST
3. **Use:** To permit the Licensee to use a portion of the City-owned lands having an area of approximately 1,739.7 square meters for the purposes of: 1) construction of a parking lot and the storage of vehicles, machinery, equipment and materials to be used in the construction of the parking lot; and 2) upon completion of the construction of the parking lot, the storage of vehicles, machinery, equipment and materials to be used in the construction of a taxi corral and a pedestrian path at 5 Eireann Quay. The Licensee must comply with all applicable municipal and provincial laws and regulations during the term of the Agreement.
4. **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.
5. **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.
6. **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 - Location Map



Appendix C – LICENSED AREA – (1,739.7 sqm or 18,725.98 sqft)

DRAFT REFERENCE PLAN 2017-06617-1

