

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

TRACKING NO.: 2024-144

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	June 13, 2024	Phone No.:	647-458-1934
Purpose	To obtain authority to enter into a licence agreement with the Toronto Port Authority c.o.b. as PORTSTORONTO (the "Licensee") for the purpose of permitting the Licensee to repair dock walls that function as ferry slip corners and use some of the abutting City land to facilitate the repairs (the "Licence Agreement").		
Property	The Licence Agreement will permit the Licensee to access a small area at the south-east end of City-owned Little Norway Park located at 659 Queens Quay West, Toronto as well as a section of City-owned dock walls abutting the west and east side of the Billy Bishop Ferry Slip, as shown in Appendix "B" and Appendix "C". Access to the Licensed Area will be either from Lake Ontario or lands owned by the Licensee and shall not be through the park.		
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the major terms and conditions set out below, 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 licence fee is nominal and the Licensee is responsible for all costs arising out of the Licence Agreement. The Licensor and Licensee are continuing negotiations on cost-sharing with respect to repair and maintenance costs of the dock walls. Any costs to be borne by the City in relation to a future cost-sharing agreement will be submitted for approval through CREM's 2025 budget process and documented in a separate agreement.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>The City is the owner of the dock walls abutting the west and east side of the Billy Bishop Airport ferry slip including the dock wall corners and underlying crib foundation structure. The Licensee has identified that the dock walls require timely rehabilitation in order to prevent disruption to its ferry operations and is prepared to complete this work and to contribute to the cost of such rehabilitation.</p> <p>The parties will be negotiating potential cost-sharing arrangements as well as long term ownership and/or access rights to the dock walls but these discussions have not yet begun. In order to facilitate timely repairs to the dock walls, the parties have agreed that the City will grant the Licensee access to the Licensed Area on the terms and conditions set out in Appendix "A". The City is prepared to waive the licence fee for this transaction as the permitted work will contribute to the rehabilitation of a City-owned asset.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>		
Terms	See Appendix "A"		
Property Details	Ward:	10 – Spadina-Fort York	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:		
	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/REOs:</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"/> (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/REOs.</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 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.</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 (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:	Ausma Malik	Councillor:	
Contact Name:	Tom Davidson	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:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Thomas Kakamousias	Contact Name:	Ciro Tarantino
Comments:	No comments	Comments:	No comments
Division:	Waterfront Secretariat		
Contact Name:	Jay Paleja		
Comments:	No comments		

Legal Services Division Contact

Contact Name:	Catherine Thomas
---------------	------------------

DAF Tracking No.: 2024-144	Date	Signature
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson	June 14, 2024	Signed by Niall Robertson
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	June 21, 2024	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Licence Fee: Nominal

Term: 6 months

Options to Renew: None

Condition: Licensed Area is being licensed on an as-is-where-is condition. Licensee solely responsible for obtaining all necessary permits, approvals and consents and otherwise complying with applicable law.

Licensee's Use: Repairing the dock wall corners and underlying crib foundation structure strictly in accordance with the Issued For Construction drawings prepared by Stantec and dated May 14, 2024. Excavator and all other materials strictly necessary for the use are permitted.

Restriction on Licence: Licensee must install and maintain a fence around perimeter of the Licensed Area for the duration of the term and cannot bring any pollutants on site.

Early Termination: Both parties have the right to early termination, subject to 30 days written notice. Licensee must comply with restoration obligations noted below if this right is exercised.

Insurance: The Licensee will purchase and maintain Commercial General Liability with a minimal limit of \$5,000,000 per occurrence, Contractor's Pollution Liability with a minimal limit of \$1,000,000 per occurrence and Marine Protection and Indemnity with a minimal limit of \$5,000,000 per occurrence

Release & Indemnity: The Licensee releases and indemnifies the City from all claims in respect of any loss, damage, or injury to any person or property directly or indirectly arising out of the exercise of the *Licence*, the use of the *Licensee's Chattels*, any other action related to the *Licensee's Use*, the entry or use of any portion of the *Property* by the *Licensee's Representatives*; the breach of any warranty or the performance, breach of, or default in the observation of any covenant or agreement under this *Agreement* by the *Licensee's Representatives*; the *Licensee's Representatives'* failure to observe any *Applicable Laws* and/or *Applicable Property Permissions*; and the presence of any *Pollutant* on the *Property* or the release or escape of any *Pollutant* on the *Property* due to an action or omission by the *Licensee's Representatives*.

Restoration and Post-Rehabilitation Deliverables: Upon the expiry or early termination of the Licence, the Licensee must

- (a) ensure the dock walls and any other infrastructure in the Licenced Area are in a safe and stable condition;
- (b) provide the City with copies of as-built drawings certified by the engineer of record evidencing all changes to the dock walls, crib foundation and appurtenant infrastructure;
- (c) provide a plan of survey prepared by a licensed surveyor in good standing evidencing the location of dock walls, crib foundation and appurtenant infrastructure vis-à-vis property boundaries along with a proposal for how to regularize any documented encroachment;
- (d) disassemble and remove all of the Licensee's Chattels from the Licensed Area;
- (e) restore the Licensed Area to a condition as close as is practicable to its condition prior to occupation by the Licensee; and
- (f) leave the Licensed Area clean, tidy, and in good repair

Appendix "B"

Location Map



Appendix "C"

Licensed Area

