

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-134

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

Prepared By:	Jag Prajapati	Division:	Corporate Real Estate Management
Date Prepared:	June 12, 2024	Phone No.:	416-394-5473
<b>Purpose</b>	To obtain authority to enter into a licence agreement with 1886 Eglinton West Ltd. (the "Licensee") with respect to the property municipally known as 1 Shortt Street, Toronto for the purpose of occupying a portion of the surface parking lot for access, construction trailer, storage of tools, equipment, and materials (the "Licence Agreement").		
<b>Property</b>	A portion of surface parking lot (Green P Carpark 663) at the property municipally known as 1 Shortt, Toronto, legally described as LT 62 PL 1855 TWP OF YORK; LT 64 PL 1855 TWP OF YORK; LT 70 PL 1855 TWP OF YORK; LT 71 PL 1855 TWP OF YORK; LT 72 PL 1855 TWP OF YORK; PT LT 63 PL 1855 TWP OF YORK AS IN CY444209; PT LT 69 PL 1855 AMENDED BY PL 2133 TWP OF YORK AS IN CY420947 & CY421136; SHORTT ST PL 1855 TWP OF YORK CLOSED BY CY421649, EXCEPT CY441808; S/T CY444211E, TORONTO (YORK) , CITY OF TORONTO, being all of PIN 104810078, (the "Property"), as shown on the Location Map in Appendix "B".		
<b>Actions</b>	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 as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
<b>Financial Impact</b>	<p>The City will receive a total revenue of \$57,000.00 plus HST over the one (1) year term. If the option to extend for a further one (1) year term is exercised, the City will receive a total revenue of \$114,000 plus HST.</p> <p>Revenues will be directed to the 2024 Operating Budget submission for Toronto Parking Authority and will be included in future year operating budget submissions, for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<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> <p>An early termination clause with a 90-day notice period for the City has been included, as per CreateTO's requirement.</p>		
<b>Terms</b>	See Appendix "A".		
<b>Property Details</b>	<b>Ward:</b>	8 – Eglinton-Lawrence	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	425 m <sup>2</sup> ± (4,575 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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 checked="" 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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:	Mike Colle	Councillor:	
Contact Name:	Andy Stein	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 objection	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Parking Authority	Division:	<b>Financial Planning</b>
Contact Name:	Kayleigh Costa- Arnott	Contact Name:	Ciro Tarantino
Comments:	Comments incorporated	Comments:	Comments incorporated

**Legal Services Division Contact**

Contact Name: Jay Gronc

DAF Tracking No.: 2024-134	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b> Niall Robertson	June 12, 2024	Signed by Niall Robertson
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> Alison Folosea	June 12, 2024	Signed by Alison Folosea

## Appendix "A"

### Major Terms and Conditions

<b>Licensed Area:</b>	Portion of surface parking lot (Green P Carpark 663) at 1 Shortt Street, Toronto
<b>Licensor:</b>	City of Toronto
<b>Licensee:</b>	1886 Eglinton West Ltd.
<b>Licence Fee:</b>	\$4,750 per month plus HST
<b>Pre-Paid Fee:</b>	\$9,500.00 to be applied towards the first and last month's fee
<b>Term:</b>	One (1) year
<b>Commencement Date:</b>	June 16, 2024
<b>Damage Deposit:</b>	The Licensee shall deliver to the City certified funds or an irrevocable unconditional letter of credit in the amount of Ten Thousand Dollars (\$10,000.00), which letter of credit shall be in a form and from a Canadian Chartered Bank acceptable to the City's Chief Financial Officer. The letter of credit shall stand as security for the performance of all of the Licensee's obligations under this Agreement.
<b>Option to Extend:</b>	The City grants, at its sole and absolute discretion, to the Licensee an option to extend the Term for a further period of up to twelve (12) months beginning on the day immediately following the expiry of the Term.
<b>Use / Purpose:</b>	The Licensee shall use the Licensed Area on a non-exclusive basis for the purposes of access, construction trailer, storage of tools, equipment, and materials. The Licensee shall not cause, suffer, or permit the Licensed Area to be used for any purpose other than the Licensee's Use.
<b>Early Termination:</b>	At any time during the Term and any extension thereof, 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 written notice of such termination to the other party. The Termination Notice shall specify the termination date, which shall, in the case of the City be at least ninety (90) days after the Termination Notice is given and in the case of the Licensee, sixty (60) days after the Termination Notice.
<b>Insurance:</b>	The Tenant shall take out, at its expense, Commercial General Liability Insurance of not less than 5,000,000.00 per occurrence, Contractor's Pollution Liability with a minimal limit of \$1,000,000.00, Standard Automobile Liability coverage with a minimal limit of \$2,000,000.00, and add the Licensor and Toronto Parking Authority as an additional insured.

## Appendix "B"

### Location Map

