

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-232

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

Prepared By:	Myron Menezes	Division:	Corporate Real Estate Management
Date Prepared:	September 12, 2024	Phone No.:	416-338-3586
<b>Purpose</b>	To obtain authority to enter into a licence agreement with Prince Arthur Real Estate Corporation (the "Licensee") with respect to the property municipally known as 9 and 11 Bedford Road, Toronto for the purpose of surface-level staging and access (the "Licence Agreement").		
<b>Property</b>	The property municipally known as 9 and 11 Bedford Road , Toronto, legally described as Part of Lots 15 & 16, Registered Plan 301, designated as Part 1, Plan 66R-33334, City of Toronto, being all of PIN 21213-0128 & 21213-0129, (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 revenue of \$6,639.17 (plus HST) per month during Phase 1 and \$9,566.67 (plus HST) per month during Phase 2 and any of the two extend terms. The City will receive a total revenue of a minimum of \$159,915.07 (plus HST) or \$162,729.58 (HST inclusive) that can go up to a maximum of \$197,972.57 (plus HST) or \$201,456.89 (HST inclusive) over the fifteen (15) month term and options to extend. Revenues will be directed to the 2024 Operating Budget for Toronto Parking Authority and will be included in future year operating budget submissions.</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 Prince Arthur redevelopment project, located at 29-31 Prince Arthur Avenue in the City of Toronto, consists of a four-storey rear addition integrated with the existing three-storey semi-detached brick building on the Site. This project received unanimous support by Committee of Adjustments at the December 7, 2022, meeting.</p> <p>As the main body of the existing brick building will be retained with the goal of conserving elements of heritage value and streetscape consistent with the East Annex Heritage Conservation District, there are a number of site constraints that emerge. Due to the attributes of the site, which includes limited side yard area, access for construction of the rear addition is extremely constrained. As such, access through the Green P Lot located at 9 Bedford Road, for the purposes of loading and unloading materials and equipment, is a necessity in order to facilitate construction of the project. Similarly, access through the Green P lot would help to limit the construction zone area on Prince Arthur Avenue and alleviate the inconvenience for the local community.</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>		
<b>Terms</b>	Please see Appendix A.		
<b>Property Details</b>	<b>Ward:</b>	11 – University-Rosedale	
	<b>Assessment Roll No.:</b>	19 04 052 080 002 00	
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	375.14 m <sup>2</sup> ± (4,038 ft <sup>2</sup> ±) comprising approximately 9.5 parking stalls plus an additional three (3) feet to the south of each stall	
	<b>Other Information:</b>	Pin: 21213-0128 & 21213-0129	

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.
2A. Expropriations Where City is Expropriating Authority:	<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.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOs:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<b>Delegated to more senior positions.</b>	<b>Delegated to more senior positions.</b>
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:	<b>Delegated to more senior positions.</b>	<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"/> (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"/> (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 six (6) months, including licences for environmental assessments and/or testing, etc.
	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
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. <b>Delegated to more senior positions.</b>	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <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:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<b>Delegated to more senior positions.</b>	<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/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <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 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:	Dianne Saxe	Councillor:	
Contact Name:	Andrew Greene	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:	Toronto Parking Authority	Division:	<b>Financial Planning</b>
Contact Name:	Mina Shirk	Contact Name:	Ciro Tarantino
Comments:	Comments Incorporated	Comments:	Comments Incorporated

**Legal Services Division Contact**

Contact Name: Jacqueline Kiggundu

DAF Tracking No.: 2024-232	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson  <input type="checkbox"/> Approved by:	Signed by Niall Robertson on September 13, 2024
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Signed by Alison Folosea on September 13, 2024

## Appendix "A"

### Major Terms and Conditions

- Type of agreement: License agreement
- Exclusivity and hours of operation:
  - Non-exclusive use
  - Phase 1: only between from Fridays 7:00 p.m. to Sundays 7:00 p.m.
  - Phase 2: No License specific restrictions. Standard City of Toronto noise by-law and all other by-law and regulations still apply.
- Use: for the purpose of surface-level staging and access to the Licensee's development at 29 – 31 Prince Arthur Ave, Toronto
- Premises size: 4,038 ft2 comprising approximately 9.5 parking stalls plus an additional three (3) feet to the south of each stall.
- Prior to the Commencement Date the Licensee shall provide the City with:
  - evidence satisfactory to the TPA that the Licensee has successfully undergone the TTC's Technical Review Process and has all necessary approvals from the TTC; and
  - a detailed, site-specific safety plan for review, comment and final approval by the TPA
- Term: September 17, 2024 to December 16, 2025
  - Phase 1: September 17, 2024 to TPA Completion Notice
  - Phase 2: TPA Completion Notice to December 16, 2025
    - TPA retains the right, acting reasonably, to temporarily suspend the License during the Phase 2 use in its sole and absolute discretion. If the TPA exercises their right to temporarily suspend the License, the TPA agrees to provide the Licensee with 30 days written notice advising the Licensee of same. For any temporary suspension of the License pursuant to this section of the Agreement, the TPA endeavors, to the best of their abilities, to limit the duration of the suspension.
- Options to Extend: Two (2) options to extend of three (3) months each with 2 months' prior written notice by the Licensee at the predetermined License Fee per below.
- Assignment: only with the City's approval in the City's sole and absolute discretion
- License Fee:
  - Phase 1: \$6,639.17 per month + HST
  - Phase 2 and the two optional extension terms of 3 months each: \$9,566.67 per month + HST
- Insurance:
  - Commercial General Liability: \$5,000,000.00 per occurrence
  - Contractor's pollution Liability: minimum of \$1,000,000.00 per occurrence
  - Standard Automobile Liability coverage: of at least \$2,000,000.00 for all vehicles.
  - Any such other insurance as the City reasonably requires.
- Early termination:
  - For the City and the Licensee at any time during the term or any extension thereof with 30 days' prior notice.
  - The Licensee has the one time right, with no less than thirty (30) days' prior written Notice to the City, to reduce the Licensed Area on a per parking stall basis only subject to the prior approval of TPA in their sole and absolute discretion. The License Fee shall be reduced accordingly per parking stall.
  - The City has the right to temporarily suspend the Licence during the Phase II Use in its sole and absolute discretion on 30 days' prior written Notice to the Licensee.
- Premises provided in: as is, where is condition.
- Restoration:
  - Licensee shall deliver to the TPA, prior to commencing to use the Licensed Area, at its cost, a pre-condition photo survey of the Property and the Licensee's Lands and, prior to the expiry or earlier termination of the Agreement, the Licensee shall provide:
    - a post-condition photo survey of the Property and the Licensee's Lands.
    - remove all Licensee's chattels from and about the Licensed Area.
    - restore Licensed area and all adjacent fencing, retaining walls and infrastructure to a condition as close as is practicable to its condition prior to occupation by the Licensee.
    - leave the Licensed area clean, tidy and in good repair.



# Appendix "B"

## Location Map

