

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2015-184

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Sherri Andjelic	Division:	Real Estate Services
Date Prepared:	October 9, 2015	Phone No.:	(416) 392-7176

Purpose	To obtain authority to enter into a licence extension and amending agreement (the "Agreement") with York Region District School Board (the "Licensee") to authorize the Licensee's access over a portion of the City-owned lands municipally known as 8127 Bayview Avenue, Markham, Ontario for the purpose of ingress and egress to the adjacent lands municipally known as 8075 Bayview Avenue, being Thornlea Secondary School, for a term of ten (10) years, commencing August 10, 2015 and expiring August 9, 2025 (the "Term").
Property	A portion of the City-owned property municipally known as 8127 Bayview Avenue, Markham, Ontario (the "Licensed Lands"), as more particularly shown on <i>Schedule "A" – Site Location Map, Schedule "B" – Site Plan and Schedule "C" – Aerial View of Licensed Lands</i> , and consisting of approximately 0.305 acres (13,283 square feet).
Actions	<ol style="list-style-type: none"> Authority be granted to enter into the Agreement with the Licensee for the Licensed Lands, substantially on the terms and conditions set out below and on any other amended terms and conditions as may be determined by the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor; The CCO or his or her designate shall administer and manage the Agreement, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the CCO may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; and, The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>Total revenue to the City is \$198,482.20 (net of HST) over the extended licence term of ten (10) years. The Licensee will pay the City an annual fee of \$19,800.00 (net of HST), together with any property taxes and other costs which may relate to the Licensed Area. The Licensee also agrees to pay the City of Toronto's legal fees in the amount of \$482.20 (net of HST).</p> <p>Upon execution of the Agreement, the Licensee shall pay to the City an extension deposit of \$5,000 which, together with the deposit of \$5,000 already on hand, will be applied to costs incurred by the City in the event of default by the Licensee.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>Vehicular access to Thornlea Secondary School has been an ongoing challenge due to the high volume of traffic along Bayview Avenue, in addition to the fact that only right-in/right-out access is provided. As such, York Region District School Board requested to use a part of the City's Bayview Reservoir Park lands situated at 8127 Bayview Avenue for ingress and egress purposes to the adjacent Thornlea Secondary School. The original ten (10) year licence agreement with York Region District School Board commenced in 2005 (authorized via DAF 2005-037), and a licence extension is now required for the Board's continued use of the Licensed Lands.</p> <p>Staff feels the terms and conditions are reasonable and reflect fair market value.</p>
Terms	See major terms and conditions on page 4.

Property Details	Ward:	Outside of City
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	0.305 acres (13,283 square feet)
	Other Information:	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOIs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<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 checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 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 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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<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"/> (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"/> (j) Documentation relating to Land Titles applications;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)									
Councillor:	N/A (Out of City)					Councillor:			
Contact Name:						Contact Name:			
Contacted by:	Phone	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:						Comments:			
Consultation with ABCDs									
Division:	Toronto Water					Division:	Financial Planning		
Contact Name:	Paul Albanese/Henry Polvi					Contact Name:	Filisha Mohammed		
Comments:	Consent					Comments:	Consent		
Legal Division Contact									
Contact Name:	Eric Angelini								
DAF Tracking No.: 2015 - 184			Date			Signature			
Recommended by: Manager, Wayne Duong			Oct 13, 2015			Sdg./ Wayne Duong			
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali			Oct 21, 2015			X Sgd./ Joe Casali		
<input checked="" type="checkbox"/>	Approved by:								
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Scioli						X		

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value 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.
- (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 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Major Terms and Conditions – 8127 Bayview Ave., Markham, ON – Licence Extension and Amending Agreement**Licensor:**

City of Toronto.

Licensee:

York Region District School Board.

Licensed Lands:

See outlined area in Schedule "B" – Site Plan.

Annual Licence Fee:

Nineteen Thousand Eight-Hundred Dollars (\$19,800) + HST.

Deposit:

Extension Deposit of Five Thousand Dollars (\$5,000); Total Deposit on Hand of Ten Thousand Dollars (\$10,000).

Use:

- Solely for the purpose of ingress and egress to the adjacent lands municipally known as 8075 Bayview Avenue (Thornlea Secondary School).
- There shall be no idling of vehicles on the Licensed Lands.
- There shall be no blocking of the Licensed Lands so as to hinder the Licensor's ability to access its lands.

Term:

Ten (10) years, commencing August 10, 2015 and expiring August 9, 2025.

Termination Clause:

Either party has the right to terminate the Agreement upon two (2) years' written notice to the other party; such notice shall not be given by either party within the first year of the extended term.

Insurance:

The Licensee shall provide Commercial Comprehensive General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per Occurrence, adding the City of Toronto as an Additional Insured.

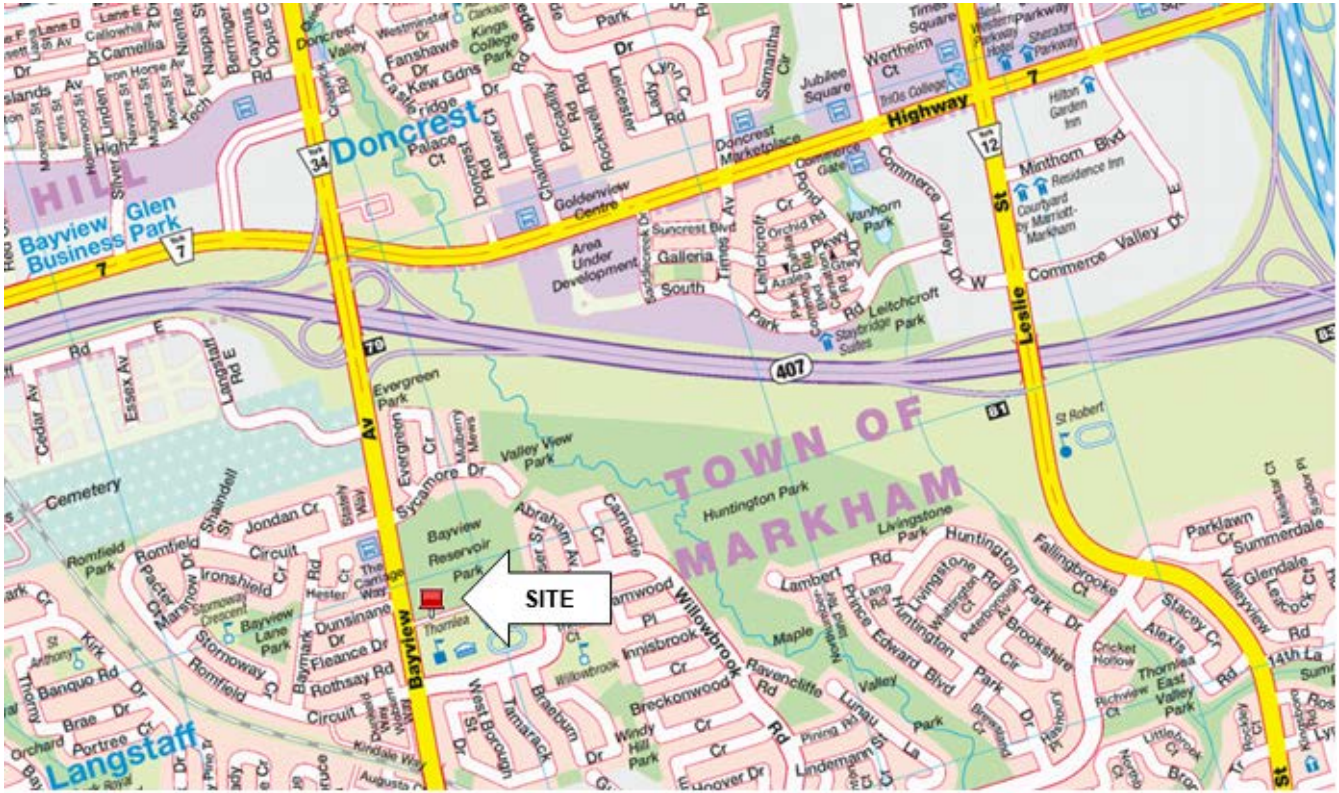
Indemnity:

The Licensee shall fully release and indemnify the City of Toronto against all claims, demands, losses, costs, charges, actions, and other proceedings whatsoever, including those in connection with the Workplace Safety and Insurance Act and the Construction Lien Act. The Licensee shall waive and forever discharge the City of any claims in respect of death, injury, loss, or damage to any person or property of the Licensee or others, howsoever caused, arising by authorizing this Licence.

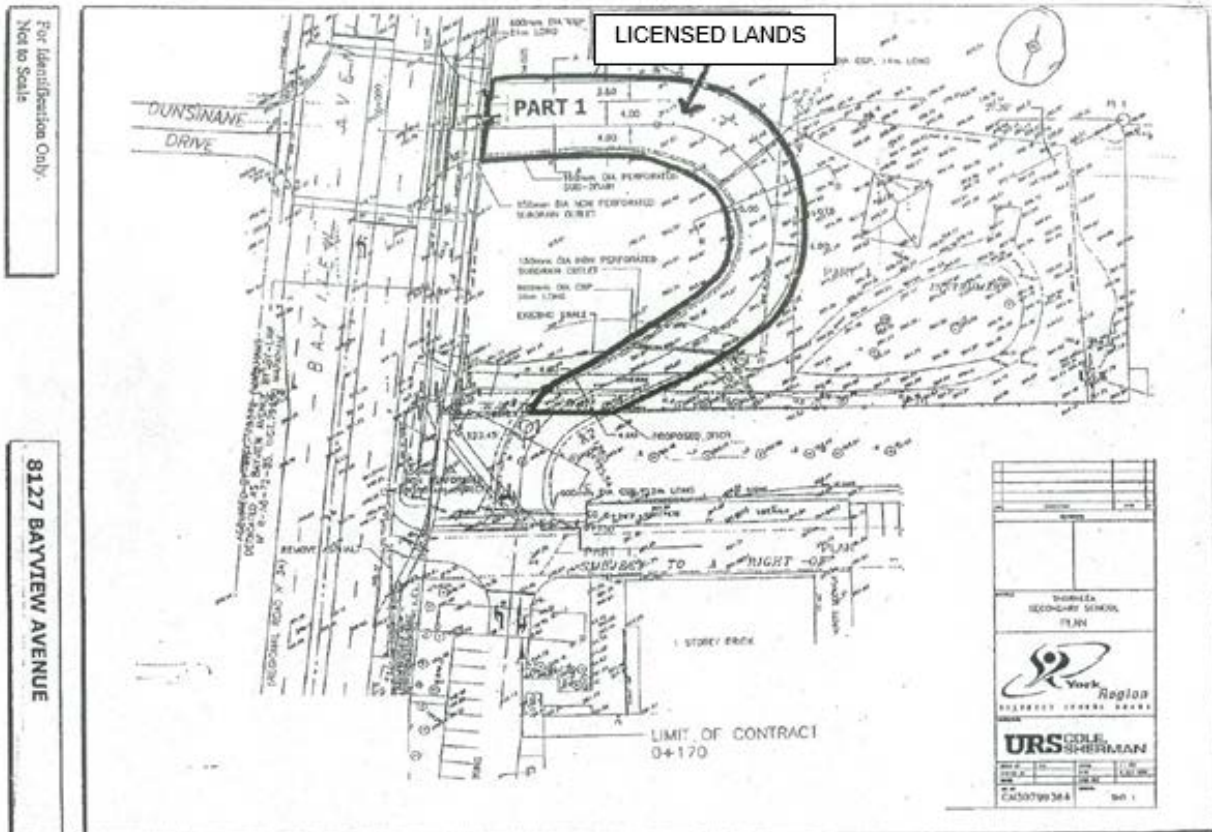
City of Toronto's Standard Interest on Overdue Amounts and NSF Cheques Clauses:

The Agreement incorporates the City of Toronto's current standard *Interest on Overdue Amounts* (1.25%/month or 15%/annum) and *NSF Cheques* (thirty-five dollars (\$35.00) charge per NSF cheque) clauses.

Schedule "A" – Site Location Map



Schedule "B" – Site Plan



Schedule "C" – Aerial View of Licensed Lands

