

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

TRACKING NO.: 2017-187

- 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 (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 (Confirmatory By-Law No. 1234-2013, enacted on October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled “**Strategic Property Acquisitions**” adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014), and further amended by GM16.16 entitled “**Transit Shelter Property Acquisitions**” adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- 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:	Patrick McCabe	Division:	Parks, Forestry & Recreation
Date Prepared:	April 11, 2017	Phone No.:	416 338 0791

Purpose	To obtain authority to enter into a twenty (20) year Licence Agreement (the “Licence”) with the Community Association for Riders with Disabilities (“CARD”), and Toronto and Region Conservation Authority (“TRCA”), as landowner, for the operation of a horseback riding facility providing therapeutic riding lessons to members of the community with disabilities.
Property	The lands being G. Ross Lord Park, known municipally as 4777 Dufferin Street (the “Property”). The location of the areas subject to the Licence (the “Licensed Area” and the “Access Lands”, respectively) is shown on the attached Schedule “A”.
Actions	It is recommended that: <ol style="list-style-type: none"> 1. The City enter into the Licence on the terms and conditions on page 4 and 5 hereof and on any other or amended terms and conditions as may be determined appropriate by the General Manager – Parks, Forestry and Recreation (the “GM”) and in a form acceptable to the City Solicitor. 2. The GM be authorized to administer and manage the Licence including the provision of any consents, approvals, notices and notices of termination provided that the GM may, at any time, refer consideration of such matter to the City Council for its determination and direction. 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	Annual net licence fee shall be one-thousand and eighty dollars (\$1,080.00), increasing 3% annually after the first year of the term.
Comments	CARD was established in 1969 and moved to its current location in G. Ross Lord Park in 1979, where they continue to operate as a not-for-profit charitable organization providing therapeutic horseback riding lessons to disabled members of the community. CARD currently operates under a licence with the City of Toronto (as licensor) and TRCA (as landowner). The current licence, which terminates on August 31, 2020, was authorized by Clause 25 of Report No. 6 of the Policy and Finance Committee and adopted by the Council of the City of Toronto on July 20, 21 and 22, 2004. Parks, Forestry and Recreation are seeking authority to enter into a new Licence in order to allow CARD to carry out capital improvement of the facility, as well as conduct fundraising in advance of their 50 year anniversary in 2019. The conservation land on which the facility is located forms part of a flood plain and is therefore subject to both TRCA regulations as well as the City of Toronto Ravine & Natural Feature Protection By-law. Calculation of the annual fee takes into account the Open Space Recreational zoning, as well as these limitations and reflects a valuation methodology employed in other similar circumstances where the land is undevelopable. Parks, Forestry and Recreation consider the terms of the Licence to be fair, reasonable and reflective of market value.
Terms	See Page 4 and 5 hereof.

Property Details	Ward:	10 – York Centre
	Assessment Roll No.:	1908 053 540 08800
	Approximate Size:	
	Approximate Area:	12,140 m2±
	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/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
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: N/A	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"/> (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"/> (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 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"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. 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"/> (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/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.	<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/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:	
<input type="checkbox"/> 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.	<input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him or her.

Chief Corporate Officer also has approval authority for:	
<input type="checkbox"/> Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.	

Consultation with Councillor(s)																	
Councillor:	James Pasternak					Councillor:											
Contact Name:	James Pasternak					Contact Name:											
Contacted by:	<input checked="" type="checkbox"/>	Phone	<input type="checkbox"/>	E-Mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other	Contacted by:	<input type="checkbox"/>	Phone	<input type="checkbox"/>	E-mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other
Comments:	Approved					Comments:											
Consultation with ABCDs																	
Division:	Toronto and Region Conservation Authority					Division:											
Contact Name:	Mike Fenning – Associate Director Property And Risk					Contact Name:											
Comments:						Comments:											
Legal Division Contact																	
Contact Name:	Jack Payne																
DAF Tracking No.: 2017- 187				Date				Signature									
Recommended by: Manager, Ryan Glenn (PF&R)				May 1, 2017				Signed by Ryan Glenn									
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services			May 1, 2017				Signed by Joe Casali									
<input type="checkbox"/>	Approved by: Joe Casali																
<input type="checkbox"/>	Approved by: Chief Corporate Officer							X									
	Josie Scioli																

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 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 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, 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 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.

Community Association for Riders with Disabilities
- Major Terms and Conditions

Licensor:

City of Toronto

Licensee:

Community Association for Riders with Disabilities

Landowner:

Toronto and Region Conservation Authority

Licensed Area and Access Lands:

As shown on Schedule "A" attached.

Term:

Twenty year (20) Licence Agreement commencing September 1, 2020, and expiring August 31, 2040

Renewal:

No right of renewal

Licence Fee:

September 1, 2020 – August 31, 2040 - \$1,080.00 per annum, increasing by 3% per annum

Net Licence:

The Fee payable under the Licence is net to the Licensor, unless expressly provided otherwise in the Licence.

Use:

The Licensed Area shall be used solely to operate a not-for-profit charitable riding facility providing therapeutic riding lessons to members of the community with disabilities. The Licensee shall have a right of access over the Access Lands.

Alterations/Improvements:

The Licensee shall not alter, add to, or in any way vary the buildings in the Licensed Area in any material respect without the prior written approval of the Licensor, provided that any alterations, additions or renovations shall be made at the sole expense of the Licensee.

Exclusive Soft Drink Supplier:

The City has a binding agreement with Pepsi Bottling Group (Canada) Inc. ("Pepsi") to be the exclusive soft drink provider for City parks and recreation locations. The Licensee shall purchase all cold beverages for any vending, catering and over the counter concession business from Pepsi and shall not sell, serve or dispense any competitive products in such businesses. Failure to comply may result in termination of the Licence, at the City's sole discretion.

Insurance:

The Licensee shall maintain throughout the Term the following insurance and upon execution of the Licence provide the Licensor with a certificate of insurance in a form and content acceptable to the Licensor, confirming that the following insurance policies are in effect :

(i) Comprehensive commercial general liability insurance with inclusive limits of not less than \$5,000,000.00 for bodily injury, and property damage resulting from any one occurrence and which is extended to include personal injury liability, including death, broad form contractual liability, owner's and contractor's protective coverage, contingent employers liability, owned and non-owned automobile liability and a cross liability and severability of interest clause.

(ii) The policies shall include the Licensor and TRCA as additional insureds and shall contain an endorsement requiring the insurers to notify the Licensor and the Authority in writing, by registered mail at least thirty days prior to cancellation or any material change that restricts or reduces the insurance required under this clause.

Indemnification:

The Licensee shall indemnify and hold harmless the Licensor, TRCA, their agents, officers, employees and elected and appointed officials from and against all actions, suits, claims, and demands and against all loss, liability, judgements, costs or expenses, whatsoever, that the Licensor and TRCA may bear, sustain or be put to or by reason of or in connection with any injury or death of persons or livestock and/or damage to property, in respect to the operations of the Licensee on the Licensed Area, including the riding facility thereon (the "Riding Facility"), or in any way connected with this Agreement.

Assignment:

The Licensee shall not assign this Agreement without the prior written consent of the Licensor and TRCA, which consent may be arbitrarily withheld by either the Licensor or TRCA as each in their sole and absolute discretion may determine.

Use by Third Parties:

The Licensor shall be entitled to sublicense the use of the Riding Facility to other organizations for occasional use, provided that any revenue derived therefrom is applied towards the costs of operation of the Riding Facility. Such sublicences shall be subject to the Licensor's prior written approval, not to be unreasonably withheld. All other sublicences require the prior written consent of the Licensor and TRCA, which consent may be arbitrarily withheld by either the Licensor or TRCA, as each in their sole and absolute discretion may determine.

SCHEDULE A

