

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, INTERNAL CORPORATE SERVICES
DIRECTOR OF REAL ESTATE SERVICES

TRACKING NO.: 2017-278

<input checked="" type="checkbox"/>	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).		
<input type="checkbox"/>	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:	Mike Papaioanou	Division:	Parks, Forestry & Recreation
Date Prepared:	October 23, 2017	Phone No.:	416-397-0771
Purpose	To obtain authority to amend previous Delegated Approval Forms (2016-035 and 2017-167) to enter into a lease agreement (the "Agreement") with the Toronto District School Board ("TDSB") to operate community programs and services in connection with the TDSB land near the Edithvale Community Centre.		
Property	The grounds located at 25 Edithvale Drive, Toronto, ON, M2N 2R5 shown delineated in red on the sketch at page 6 (the "Leased Area").		
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into the Agreement with the TDSB as Lessor for the use of the Leased Area for a period of ten (10) years commencing on October 30, 2017 and expiring on October 29, 2027 (the "Term"), subject to the terms and conditions set out below and any other or amended terms and conditions as may be determined by the Director of Real Estate Services and in a form acceptable to the City Solicitor; 2. The Director of Real Estate Services, or his designate, shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Director of Real Estate Services may, at any time, refer consideration of such matters to City Council for its determination and direction; and 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>The City shall pay a lease fee of one dollar (\$1.00) per annum. The estimated net cost to the City for the proposed Agreement is approximately \$20,000.00 per annum or \$200,000.00 over a ten (10) year period for the operation and maintenance of the Leased Area in connection with Edithvale Park.</p> <p>The City undertake to invest approximately \$450,000.00 in capital funds for parkland improvements which will include playground equipment and associated soft costs as set out in the List of Capital Works and Costs shown on page 4.</p> <p>The City agrees to waive TDSB permit fees in connection with the Edithvale Community Centre in the amount of a maximum \$3,000.00 per annum, or \$30,000.00 over the Term.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	The original Delegated Approval Form (2016-035) authorized the City to enter into the Agreement with the TDSB for a period of ten years commencing on May 1, 2016 and expiring on April 30, 2026, and due to extended lease negotiations this period of ten years was amended by Delegated Approval Form (2017-167) to commence on July 11, 2016 and expire on July 10, 2026. The parties have agreed that the period of ten years will now commence on October 30, 2017 and expire on October 29, 2027. In addition, the City has also agreed to waive permit fees for the TDSB in connection with the permitting of space in Edithvale Community Centre in the amount of a maximum \$3,000.00 per annum and in return the TDSB has agreed to allow third parties and all others authorized by the City to provide programming on the Leased Area. Except as amended herein, all other terms and conditions of the Agreement shall remain the same.		
Terms	See page 5 for list of terms and conditions.		
Property Details	Ward:	23 – Willowdale	
	Assessment Roll No.:	190807246000110	
	Approximate Size:		
	Approximate Area:	22,018.00 m ²	
	Other Information:		

A.	Director of Real Estate Services has approval authority for:	Deputy City Manager, Internal Corporate Services 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 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 checked="" 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. Deputy City Manager, Internal Corporate Services 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 or her.

Deputy City Manager, Internal Corporate Services 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:		John Filion				Councillor:					
Contact Name:						Contact Name:					
Contacted by:		Phone	E-Mail	Memo	Other	Contacted by:		Phone	E-mail	Memo	Other
Comments:		Concurs				Comments:					
Consultation with ABCDs											
Division:						Division:		Financial Planning			
Contact Name:						Contact Name:					
Comments:						Comments:					
Legal Division Contact											
Contact Name:		Dale Mellor									
DAF Tracking No.: 2017- 278		Date		Signature							
Recommended by:		Manager, Joanna Swietlik		Oct. 27, 2017		Joanna Swietlik					
<input type="checkbox"/>	Recommended	Director of Real Estate Services		Nov. 3, 2017		David Jollimore					
<input checked="" type="checkbox"/>	Approved by:	David Jollimore									
<input type="checkbox"/>	Approved by:	Deputy City Manager, Internal Corporate Services				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 Deputy City Manager, Internal Corporate Services, in consultation with any other 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.

LIST OF CAPITAL WORKS AND COSTS

Capital Work (New Improvement: Structure Fixture or Equipment)	Capital Work Amount: \$450,000.00
Playground Equipment: (includes without limitation)	
Install (4) 1/2 court basketball courts	\$ 300,000.00
Remove junior swing set and senior swing set	\$ 5,000.00
Upgrade one baseball backstop with new chain link etc. as necessary; remove the second baseball diamond's baseball infield (i.e. backstop and screenings, which may be contaminated); (baseball diamond may be relocated or re-oriented if necessary to accommodate multi-use sports field)	\$ 50,000.00
Provide multi-use sports field – no goal posts required; (add topsoil to site, rototill, grade, supply and lay sod, fertilize)	\$ 25,000.00
Provide additional park benches along path	\$ 15,000.00
Re-energize Existing Pathway Pole Lighting	\$ 34,000.00
Provide additional trees and other planting along paths	\$ 21,000.00
Provide new asphalt path, forking from existing TDSB path toward the bakeoven/stage location	Included in basketball court cost
Total	\$ 450,000.00

Terms and Conditions

Leased Area

Approximately 22,018.00 square-metres located at 25 Edithvale Drive, Toronto, ON M2N 2R5 shown delineated in red on the sketch attached at page 6 hereof.

Term

Period of Ten (10) years commencing October 30, 2017 and expiring on October 29, 2027.

Improvements

The City shall undertake the following improvements:

- (a) to remove the existing playground equipment currently on the Leased Area including, without limitation, the baseball diamond(s) and to supply, install and lay down new playground equipment and/or sod, at the City's sole cost and expense;
- (b) to install, repair and/or replace, at the City's sole cost and expense, new electrical services to the Leased Area, including, but not limited to, all existing lighting and utility poles; and
- (c) to perform any other incidental work that may be required by the City subject to the prior written consent of the TDSB, which consent by the TDSB shall not be unreasonably withheld.

Termination

Either party shall have the right to terminate the lease, for any reason, upon giving written notice of such termination to the other party. Such written notice shall specify a termination date which shall be six months after the termination notice. The parties agree that TDSB shall pay the unamortized costs of the Capital Works shown on page 4, as set out in Schedule D of the Lease, in the event that the TDSB terminates the Lease prior to the end date in accordance with the terms of the Lease; or the City terminates the Lease in the event of a Grievance under the Collective Bargaining provisions.

Lease Fee

The City shall pay to TDSB the sum of one dollar (\$1.00) per annum. The City will operate and maintain the Leased Area during the Term. There will be ongoing maintenance of these assets for the Term of the Agreement at a cost of approximately \$20,000.00 per annum or \$200,000.00 over the Term. The City will also waive TDSB permitting fees of a maximum \$3,000.00 per annum for use of Edithvale Community Centre.

Net Lease

The Lease is a completely net and carefree lease to the TDSB. The TDSB is not responsible for any costs, charges, expenses and outlays of any nature whatsoever arising directly or indirectly from or relating to the Leased Area or its use or occupancy, or its contents or the business carried on therein.

Use

To operate community programs and services and perform any work incidental thereto.

Collective Agreement

The TDSB have entered into a collective agreement with the Maintenance and Construction Skilled Trade Council (the "Council") which requires that all construction, maintenance and repair work in the Lease Area be performed by members of the Council or by contractors and subcontractors who have entered into an agreement with the Council. The City will not do anything on the Leased Area that would cause a breach of the Collective Agreement and will indemnify TDSB against a Grievance brought by the Council. If the City provides a list of proposed contractors to TDSB and obtains written approval of the contractor to be used, the aforementioned indemnity shall not apply.

Insurance

Commercial General Liability – Not less than \$10,000,000.00 per occurrence and an aggregate limit of not less than \$10,000,000.00 within any policy year with respect to completed operations.

Costs

The City shall pay all the TDSB's reasonable expenses, including but not limited to reasonable legal and consultant's costs, including applicable HST thereon, which the TDSB has incurred or will incur in connection with the Lease. TDSB shall provide the City with an invoice outlining all costs.

Location Map
Edithvale Park
25 Edithvale Drive

