

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2019-xxx

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Quang Pham	Division:	Real Estate Services
Date Prepared:	April 15, 2019	Phone No.:	(416) 392-7214

Purpose	To obtain authority to enter into a lease extension and amending agreement (the "First Extension Agreement") commencing on July 1, 2014 and expiring on June 30, 2019 and a lease extension agreement (the "Second Extension Agreement") commencing July 1, 2019 and expiring on June 30, 2024 (the "Second Extension") with Handy Bin Disposal Ltd. (the "Tenant") for part of the vacant City-owned land under the elevated portion of Jane Street south of Trethewey Drive, (the "Leased Lands") for the purpose of vehicular parking area and for the storage of empty residential disposal bins.
Property	Approximately 10,398 square feet (966 square meters) of vacant land municipally described as under the elevated portion of Jane Street south of Trethewey Drive, as shown on Appendix "A" (Site Plan) and Appendix "B" (Area Map).
Actions	<ol style="list-style-type: none"> 1. Authority to be granted for the City to enter into the First Extension Agreement and the Second Extension Agreement with (the "Tenant"), substantially on the terms and conditions set out herein, and on such other, further or amended terms and conditions deemed appropriate by the Deputy City Manager, Corporate Services (the "DCM") or his or her designate, and in a form acceptable to the City Solicitor. 2. The DCM, or his or her designate, shall administer and manage the agreement, including the provision of any amendments, consents, approvals, waivers, notices, and notices of termination, provided that the DCM at any time, may refer consideration of such matter to 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	<p>The total revenue for the First Extension is \$94,623.40 net of HST. The yearly revenue is as follows: Year 1: \$18,000.00, Year 2: \$18,450.00, Year 3: \$18,911.16, Year 4: \$19,383.84, Year 5: \$19,878.40 plus HST.</p> <p>The total revenue for the Second Extension is \$105,273.00 net of HST. The yearly revenue is as follows: Year 1: \$20,040.00, Year 2: \$20,757.00, Year 3: \$21,120.24, Year 4: \$21,489.84, Year 5: \$21,865.92 plus HST.</p> <p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>In 2007, the Tenant entered into a lease agreement with the City commencing July 1st, 2007 and terminating on June 30, 2014 (DAF# 2011-080).</p> <p>Negotiations were conducted with the Tenant to extend the lease agreement for an additional five (5) years commencing July 1, 2014 and expiring June 30, 2019 but the agreement was not formalized. The Tenant continued to pay rent under the existing lease agreement. Staff is recommending to formalize the holdover period and to extend the lease further from July 1, 2019 and expiring on June 2024.</p> <p>The Leased Lands are under the operational management of Transportation Services and they have no objections to the extensions recommended.</p>
Terms	The major terms and conditions of the First Extension Agreement and the Second Extension Agreement are detailed in Appendix "C".

Property Details	Ward:	5 – York South-Weston
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	10, 398 Square Feet ± (966.00 Square Meters ±)
	Other Information:	

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 checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<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.
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 Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
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:	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 \$50,000.	<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"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
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.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<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:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<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/Caution <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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager 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 Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Frances Nunziata (Ward 5)					Councillor:			
Contact Name:	Anthony Ferrari					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No concerns (03-11-2019)					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Transportation Services					Division:	Financial Planning		
Contact Name:	Mark Berkowitz & Sonia Raymond					Contact Name:	Lauren Birch (04-02-2019)		
Comments:	No comments (01-18-2010)					Comments:	Approved.		
Legal Division Contact									
Contact Name:	Gloria Lee								

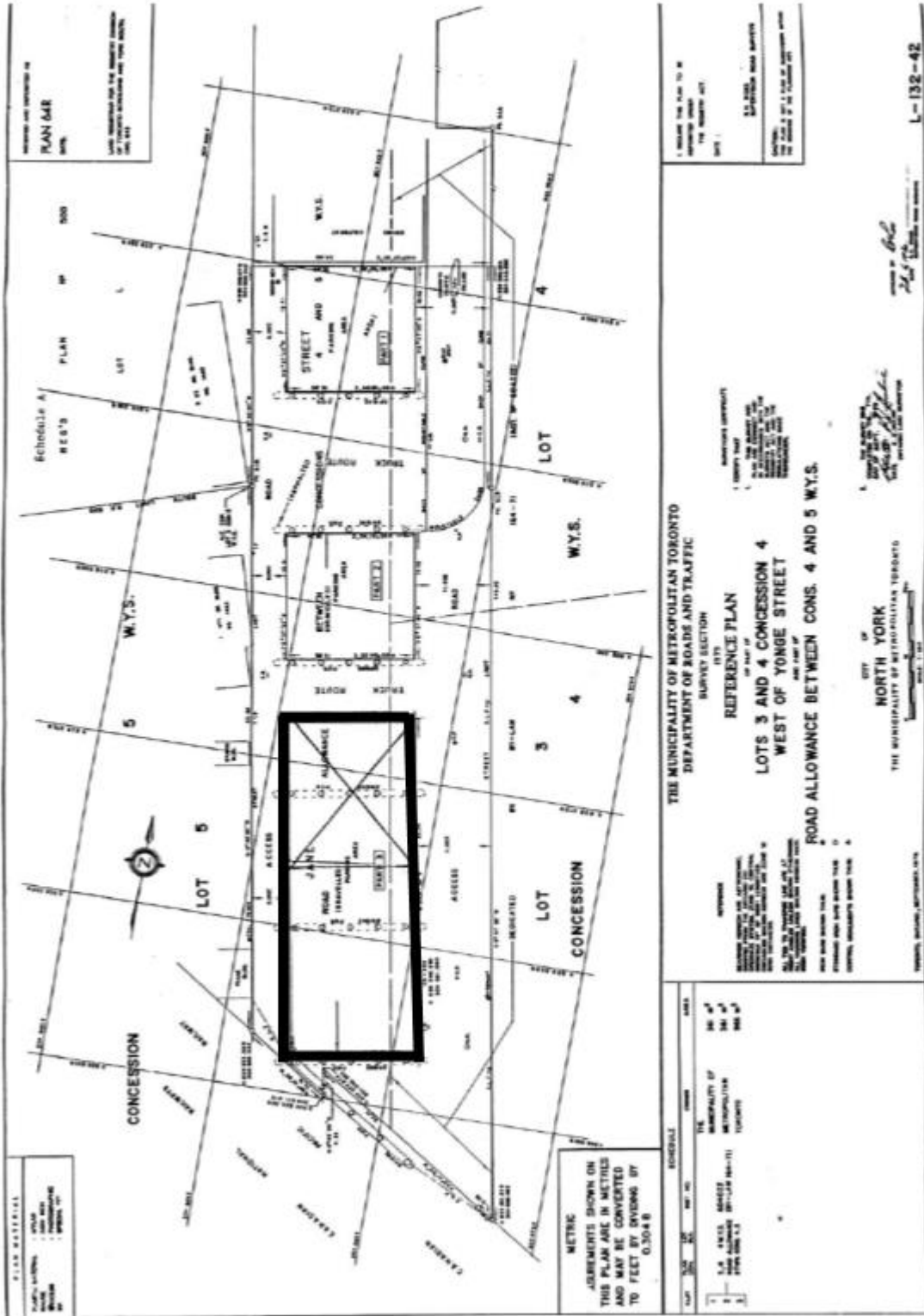
DAF Tracking No.: 2019-100	Date	Signature
Concurred with by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	April 29, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Nick Simos	April 30, 2019	Signed by Nick Simos

General Conditions ("GC")

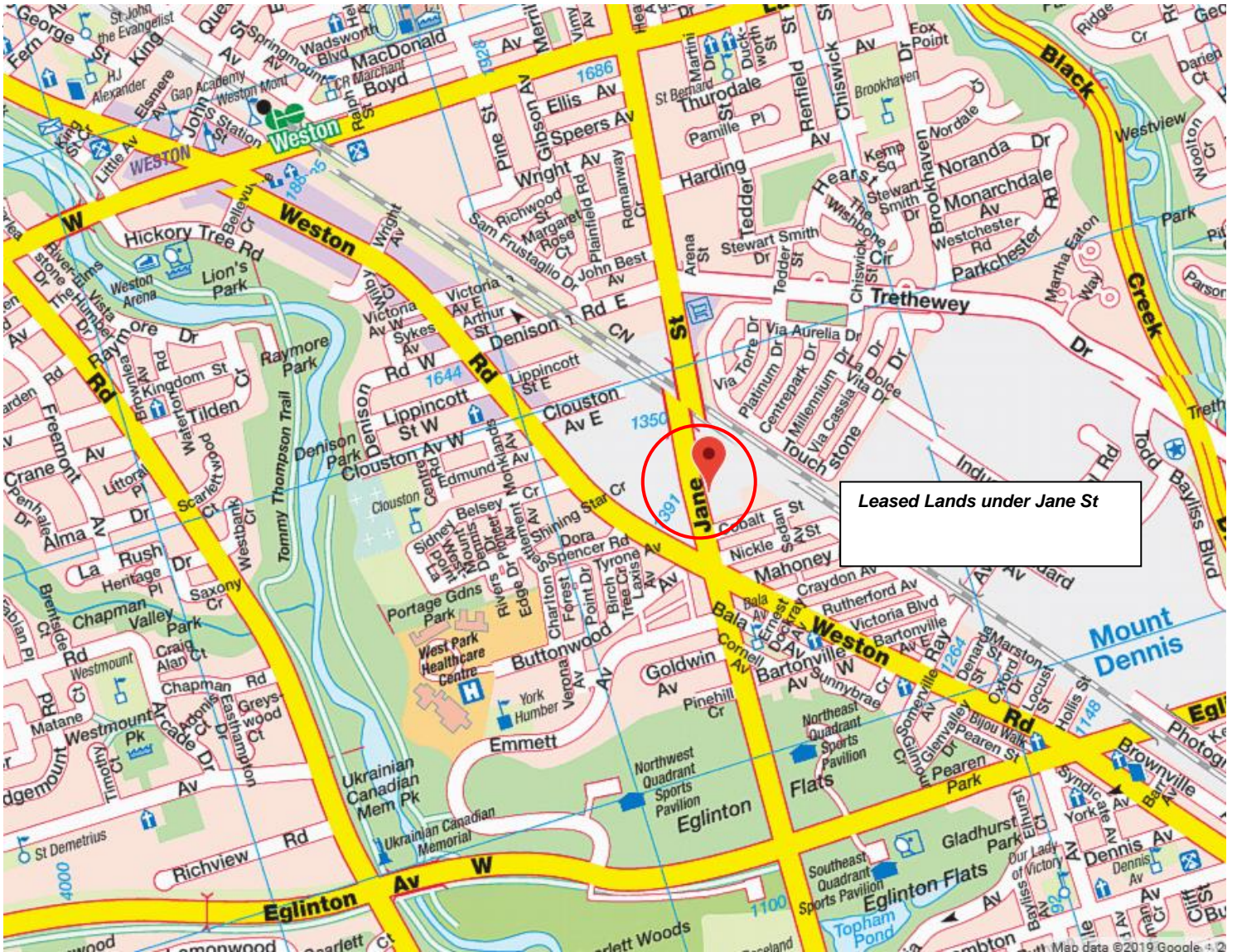
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, 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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix "A"

SITE PLAN



Appendix "B"



Appendix "C"

MAJOR TERMS AND CONDITIONS

Leased Lands:

Approximately 10,398 square feet (966 square metres) of vacant land municipally described as under the elevated portion of Jane Street south of Trethewey Drive.

Landlord:

City of Toronto

Tenant:

Handy Bins Disposal Ltd.

Term:

First Extension Term: Five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

Second Extension Term: Five (5) years, commencing on July 1, 2019 and ending on June 30, 2024.

Basic Rent:

The Tenant shall pay to the Landlord basic rent in equal monthly instalments as follows, plus applicable taxes:

First Extension Term:

Period	\$ Per Month	\$ Per Annum
July 1, 2014 – June 30, 2015	\$1,500.00	\$18,000.00
July 1, 2015 – June 30, 2016	\$1,537.50	\$18,450.00
July 1, 2016 – June 30, 2017	\$1,575.93	\$18,911.16
July 1, 2017 – June 30, 2018	\$1,615.32	\$19,383.84
July 1, 2018 – June 30, 2019	\$1,655.70	\$19,878.40
Total Revenue to City of Toronto	\$94,623.40	

Second Extension Term:

Period	\$ Per Month	\$ Per Annum
July 1, 2014 – June 30, 2015	\$1,700.00	\$20,040.00
July 1, 2015 – June 30, 2016	\$1,729.75	\$20,757.00
July 1, 2016 – June 30, 2017	\$1,760.02	\$21,120.24
July 1, 2017 – June 30, 2018	\$1,790.82	\$21,489.84
July 1, 2018 – June 30, 2019	\$1,822.16	\$21,865.92
Total Revenue to City of Toronto	\$105,273.00	

Renewal/Extension Rights:

No option to renew/extend.

Early Termination:

At any time during the term of the Lease the Landlord and the Tenant each have the right to terminate the lease with 90 days written notice to the other party

Use:

Vehicle parking and storage of empty residential disposal bins, and for no other purpose.

Taxes and Additional Rent:

The Tenant shall pay any and all taxes or duties imposed, including realty taxes, all charges, costs, accounts and any other sums payable in respect to all utilities, services and operating costs to the Leased Lands.

Maintenance:

The Tenant shall be responsible for all charges, expenses relating to the use, occupancy and maintenance of the Leased Lands.

Insurance:

Commercial General Liability coverage in the amount of \$2,000,000.00 per occurrence

Amendments:

Pursuant to Municipal Code Chapter 441, Fees and Charges, as amended by City of Toronto By-Law No. 295-2018, the Tenant shall pay to the Landlord the sum of \$562.73 inclusive of Harmonized Sales Tax, for the Landlord's legal costs in connection with the preparation and execution of this Agreement.