

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

TRACKING NO.: 2020-010

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, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Anna Edwards	Division:	Corporate Real Estate Management
Date Prepared:	January 06, 2020	Phone No.:	416-338-3185

Purpose	To obtain authority to enter into a two (2) month (±) licence agreement (the "Licence Agreement") with DOWNSVIEW HOMES INC. (the "Licensee") with respect to a portion of the property municipally known as 2945 Keele Street, Toronto, Ontario.
Property	A portion of the property municipally known as 2945 Keele Street, Toronto, Ontario, Toronto, legally described as PT OF LT 13, CON 3 W.Y.S. ; PTS 1, 2 AND 3, PL 66R27170 ; S/T AN EASEMENT OVER PTS 2, 3, PL 66R27170, AS IN TB298519; TOGETHER WITH AN EASEMENT OVER PTS 4, 5, 6, PL 66R27170 AS IN AT3547340; CITY OF TORONTO, being all of PIN 10234-0633(LT), (the "Property"), as shown on the Location Map in Appendix "B".
Actions	1. Authority be granted to enter into a two (2) month (±) licence agreement with the Licensee regarding a portion of the Property comprising approximately 14,750 square feet, on the terms and conditions outlined herein and in a form acceptable to the City Solicitor;
Financial Impact	<p>The term of the Licence shall commence on January 8, 2020 and end on February 29, 2020. There is potential for an extension until November 30, 2020. The total revenue will range from \$7489.60 (net of any applicable taxes) for the initial term commencing January 8, 2020 and ending on February 29, 2020, to a potential revenue of \$45,588.85 (net of any applicable taxes) if all possible extensions are granted by the City. The revenue is based on the equivalent of \$4233.25 per month, or \$3.44/sq.ft. per year.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>2945 Keele St. is a City-owned vacant lot that is dedicated for the new Fire Station – Station B – Downsview. The construction is scheduled to commence in March 2020. The total lot area is approximately 86,865 sq.ft. The area of the licensed portion is approximately 14,750 sq.ft.</p> <p>The Licensee (also known as Mattamy Homes) is the owner and developer of the abutting property at 2995 Keele St. The Licensee will use the Property for storage of plywood, rebar, scaffolding material (metal), metal shoring posts and forming metal trusses. The access to the Property will be from George Butchart Dr.</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>
Terms	See Appendix "A".

Property Details	Ward:	6 – York Centre
	Assessment Roll No.:	
	Approximate Size:	15.24 m x 89.92 m ± (50 ft x 295 ft ±)
	Approximate Area:	1,370 m2 ± (14,750 ft2 ±)
	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 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/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<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 more senior positions.	Delegated to more senior positions.
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 more senior positions.	<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 \$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 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.
10. Leases/Licences (City as Tenant/Licensee):	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position. <input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position. <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. Delegated to more senior positions.	<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:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to more senior positions.	<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 the Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)										
Councillor:	James Pasternak					Councillor:				
Contact Name:	Hector Alonso					Contact Name:				
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	No objections - January 6, 2020					Comments:				
Consultation with Divisions and/or Agencies										
Division:	Corporate Real Estate Management					Division:	Financial Planning			
Contact Name:	Dennis Chow, Project Manager (representing Fire Services)					Contact Name:	Filisha Jenkins			
Comments:	Proceed – December 18, 2019					Comments:	Proceed– December 20, 2019			
Legal Division Contact										
Contact Name:	Vanessa Bacher – January 06, 2020									

DAF Tracking No.: 2020-010	Date	Signature
Concurred with by: Manager, Real Estate Services Daran Somas	Jan. 6, 2020	Signed by Daran Somas
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Melanie Hale-Carter	Jan. 6, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos		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. 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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction is subject to statutory anti-bonus 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"

Major Terms and Conditions

Licensed Area: 14,750 ft²

Licence Fee: \$4233.25 per month (net of any applicable taxes).

Term: the term of the Licence shall commence on January 8, 2020 and end on February 29, 2020.

Options to Extend: prior to the end of the Term or the Extended Term, on at least fifteen (15) days written notice, the Licensee may request a one-month extension of the Term. The City may grant the requested extension in its sole and absolute discretion, by Notice in writing. If the City grants the requested one-month extension, the Extended Term shall automatically extend on a month-to-month basis, ending no later than November 30, 2020, with no further right to extend.

Use: the Licensee shall use the Licensed Area on a non-exclusive basis for the purposes of construction staging and storage of rebar, plywood, scaffolding equipment, shoring posts, forming metal trusses and other forming materials.

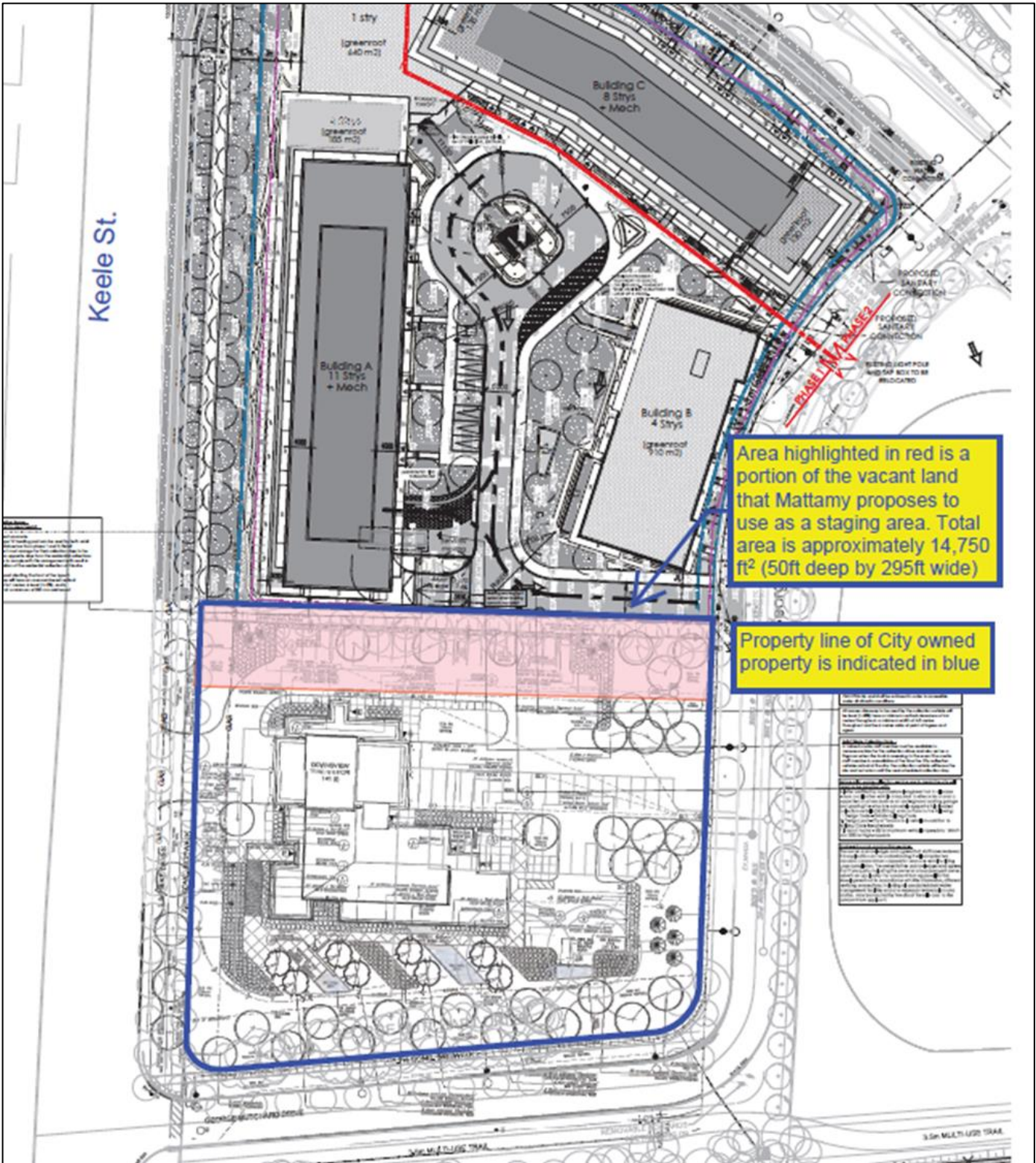
Insurance: the Licensee shall purchase and maintain the following policies of insurance.

(a) Commercial General Liability Insurance which has inclusive limits of not less than \$5,000,000.00 per occurrence, for bodily injury and property damage resulting from any one occurrence and which extends to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and Contractor's Protective Coverage, Completed Operations Coverage, Employer's and/or Contingent Employer's Liability; and Non-Owned Automobile Liability. The policy shall include a Cross Liability and Severability of Interest Clause and shall name the City as an additional insured;

(b) Contractor's Pollution Liability with a minimal limit of \$1,000,000.00;

(c) Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed motorized vehicles used on the Licensed Area.

Early Termination: at any time during the Term (including during the Extended Term) the Licensee and the City shall each have the right to terminate the Agreement, in their respective sole discretion, upon giving written notice to the other party. The Termination Notice shall specify the termination date (the "Termination Date"), which shall be at least fifteen (15) days after the Termination Notice is given.



Area highlighted in red is a portion of the vacant land that Mattamy proposes to use as a staging area. Total area is approximately 14,750 ft² (50ft deep by 295ft wide)

Property line of City owned property is indicated in blue