

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

**TRACKING NO.: 2020-048**

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:	Rafael Gutierrez	Division:	Corporate Real Estate Management
Date Prepared:	February 10, 2020	Phone No.:	416-338-2995

<b>Purpose</b>	To obtain authority for the City of Toronto (the "City") to enter into a Licence Agreement (the "Licence") with Scarborough Health Network (the "Licensee") and its agents to gain access at 1251 Bridletowne Circle (the "Licensed Area") to conduct a Topographical and Boundary Survey, Geotechnical Investigations, arborist investigations, and Co-Ordination and Staking of Top-of-Bank with the Toronto Region Conservation Authority in accordance with the Site Access Plan (the "Plan"), shown on Appendix "B".
<b>Property</b>	North of 1251 Bridletowne Circle, legally described as TORONTO CON 3 PT LOT 32 PLAN M1229 BLK E PLAN M1357 PT BLK B PLAN M1580 PT BLK B RP 66R25874 PARTS 3 4 8 TO 14 RP 66R7469 PART 2 (see Appendix "A").
<b>Actions</b>	<ol style="list-style-type: none"> <li>Authority is granted to enter into a Licence Agreement with Scarborough Health Network to grant them and their agents access to the Property over a period of four (4) months from March 1, 2020 to June 30, 2020, substantially on the terms and conditions set out below and on any other or amended terms and conditions as may be determined by the Director, Real Estate Services, and in a form acceptable to the City Solicitor.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>There is no financial impact resulting from this approval. This is a nominal sum licence agreement. A Legal Services Fee of \$629.41 (plus HST) will be paid by the Licensee to the City as required by the Municipal Code, Chapter 441.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>The Toronto District School Board at its June 2010 Committee meeting declared the parcel at 1251 Bridletowne Circle (former Timothy Eaton Secondary School site) surplus to its needs and commenced disposal of the site in accordance with Ontario Regulation 444/98. In September 2011, the City approved the acquisition of the northern portion of the lands located at 1251 Bridletowne Circle. The acquisition was completed in March 2012.</p> <p>A concept for the development of a multi-service community hub evolved from that presented in the Final Report from the Director Community Planning, Scarborough District, dated April 14, 2014. The proposal would include enhanced partnering and service opportunities for a gross floor area up to 11,669 square metres (125,604 square feet), and will be developed by the YMCA in partnership with United Way Toronto, the City of Toronto, The Scarborough Hospital and a collaboration of local community agencies.</p> <p>Services will include: community service programs and office spaces, recreation programs, outpatient services, medical offices, food security programs, settlement programs, employment training, arts and culture programs and uses ancillary to the principal uses (i.e. cafeteria, dispensing pharmacy).</p> <p>The Licensee requires access to these lands in order to facilitate on-site studies for the City of Toronto to appropriately respond to the Planning Application Checklist for the development of their Site Plan Agreement submission.</p> <p>On November 7, 8, and 9, 2017, City Council Decision EX28.15 authorized a forty (40) year ground lease with the Scarborough Rouge Hospital, and a four (4) year lease with the YMCA of Greater Toronto.</p>
<b>Terms</b>	See Page 4.

<b>Property Details</b>	<b>Ward:</b>	22 – Scarborough-Agincourt
	<b>Assessment Roll No.:</b>	19 01 103 056 015 05
	<b>Approximate Size:</b>	N/A
	<b>Approximate Area:</b>	125,604 square feet (11,669 square metres)
	<b>Other Information:</b>	N/A

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:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	<b>Delegated to more senior positions.</b>	<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:	<b>Delegated to more senior positions.</b>	<b>Delegated to more senior positions.</b>
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:	<b>Delegated to more senior positions.</b>	<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"/> (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):	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b> <input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b> <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. <b>Delegated to more senior positions.</b>	<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:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<b>Delegated to more senior positions.</b>	<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:	Jim Karygiannis					Councillor:									
Contact Name:	Joanne Fusillo Ademaj					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Concurs (February 7, 2020)					Comments:									
Consultation with Divisions and/or Agencies															
Division:	City Planning					Division:	Financial Planning								
Contact Name:	Christian Ventresca					Contact Name:	Filisha Jenkins								
Comments:	Concurs (February 7, 2020)					Comments:	Concurs (February 6, 2020)								
Legal Division Contact															
Contact Name:	Bronwyn Atkinson (reviewed and concurred on February 6, 2020)														

DAF Tracking No.: 2020-048	Date	Signature
Concurred with by: Manager, Real Estate Services	Feb. 10, 2020	Signed by Alex Schuler
<input type="checkbox"/> Recommended by: Manager, Real Estate Services <input checked="" type="checkbox"/> Approved by: Daran Somas	Feb. 20, 2020	Signed by Daran Somas
<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-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 50M<sup>2</sup> 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").

## Major Terms and Conditions

**Owner:**

City of Toronto

**Licencee:**

Scarborough Health Network

**Licensed Area:**

Shown on Appendix "A"

**Licence Commencement Date:**

March 1, 2020

**Licence Expiry Date:**

June 30, 2020

**Permitted Use:**

1. The Licencee acknowledges and agrees that it shall use the Licensed Area solely and actively during the Term (as defined below) only for the purposes of conducting a Topographical and Boundary Survey, Geotechnical Investigations, arborist investigations, and Coordination and Staking of Top-of-bank with the Toronto Region Conservation Authority ("TRCA") in accordance with the Site Plan dated July 29, 2019 submitted by the Licencee to the City and for no other purpose whatsoever within the Licensed Area.

2. The required work is outlined as follows:

- (a) Survey measurements (by IBW)
- (b) Drilling for hydrogeological study (by Terraphobe)
- (c) Ongoing monitoring for hydrogeological study (by Terraphobe) every two weeks
- (d) Staking of Top-of-Bank with TRCA
- (e) Arborist investigations (by GSP)

3. Whereby if the City terminates this Licence Agreement, the Licencee shall immediately cease all operations on the Licensed Area, make the necessary arrangements to leave the Licensed Area in a clean, tidy, and safe condition as required by the City.

**Indemnity and Insurance:**

Scarborough Health Network indemnifies and holds the City harmless from and against liability and damage to the property, personal injury, or death incurred by the City arising out of or due to the activities of Scarborough Health Network and its agents.

Scarborough Health Network must maintain Commercial General Liability Insurance of \$2 million dollars.

### Appendix "A" Licensed Area – Northerly Portion of 1251 Bridletowne Circle



# Appendix "B" Site Access Plan

