

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

TRACKING NO.: 2020-106

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:	April 30, 2020	Phone No.:	416-338-3185

Purpose	To obtain authority to enter into a licence agreement (the "Licence Agreement") between City of Toronto (the "City") and RSJ Torres Investments Inc. (the "Licensor") to licence from the Licensor part of the lands described in Appendix "A" attached hereto (the "Property"), which part is shown highlighted in green in the sketch attached hereto as Appendix "B" (the "Licensed Area"), for the purpose of facilitating access to and from the abutting City-owned lands described in Appendix "A" (the "City Property").
Property	The property municipally known as 2255 Keele Street, Toronto, Ontario, more particularly described in Appendix "A" attached hereto.
Actions	1. Authority be granted to enter into the Licence Agreement on the terms and conditions outlined herein and in a form acceptable to the City Solicitor.
Financial Impact	<p>The initial twelve (12) month Term of the Licence Agreement shall commence on May 1, 2020 and end on April 30, 2021. The City will have the right to extend the Term for a further six (6) months. The total cost to the City will range from \$3,900 (plus applicable taxes) or \$3,968.64 (net of HST recoveries) for the initial twelve (12) month Term, to a potential cost of \$5,850 (plus applicable taxes) or \$5,952.96 (net of HST recoveries) for the entire term of eighteen (18) months, if the extension right is exercised by the City.</p> <p>Funding is available in the 2020-2029 Council Approved Capital Budget and Plan for Toronto Water under capital project account CWW014-17-03.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>2255 Keele St is a privately owned property; it provides the only viable access to a land locked driving range owned by the City of Toronto. The address of the driving range is 50 Ingram Drive; this municipal address is shared with the Ingram Transfer Station, however there is no access to the driving range from the transfer station.</p> <p>The City requires access to the City Lands via 2255 Keele St. for the rehabilitation of a sewer located at 50 Ingram 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 "C".

Property Details	Ward:	5 – York South-Weston
	Assessment Roll No.:	
	Approximate Size:	33 m x 8 m ± (108 ft x 26 ft ±)
	Approximate Area:	262 m ² ± (2820 ft ² ±)
	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 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 checked="" 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 more senior positions.	<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.

Councillor:	Frances Nunziata	Councillor:	
Contact Name:	Jennifer Cicchelli	Contact Name:	
Contacted by:	X Phone E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other
Comments:	No objections – April 30, 2020	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Engineering & Construction Services	Division:	Financial Planning
Contact Name:	Prapan Dave, Manager	Contact Name:	Filisha Jenkins
Comments:	Proceed – April 29, 2020	Comments:	Proceed– April 30, 2020
Legal Division Contact			
Contact Name:	Stefan Radovanovich – April 30, 2020		

DAF Tracking No.: 2020-106	Date	Signature
Concurred with by: Manager, Real Estate Services, CREM	May 1, 2020	Signed By: Daran Somas
<input type="checkbox"/> Recommended by: Manager, Real Estate Services, CREM <input type="checkbox"/> Approved by: Melanie Hale-Carter	April 30, 2020	Signed By: Melanie Hale-Carter
<input type="checkbox"/> Approved by: Director, Real Estate Services, CREM		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 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"

Property and City Lands

Description of Property:

1. Municipal Address

2255 Keele Street, Toronto, Ontario

2. Legal Description

PT BLK A PL 4026 NORTH YORK AS IN CA438235; TORONTO (N YORK), CITY OF TORONTO, being all of PIN 10338-0164 (LT)

Description of City Lands:

1. Municipal Address

50 Ingram Drive, Toronto, Ontario

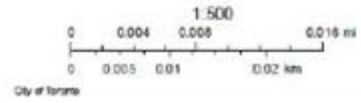
2. Legal Description

PT BLK A PL 4026 NORTH YORK; PT BLK B PL 4026 NORTH YORK AS IN NY500517; PT LT 48 PL 4026 NORTH YORK; PT LT 49 PL 4026 NORTH YORK; PT LT 50 PL 4026 NORTH YORK; PT LT 51 PL 4026 NORTH YORK AS IN NY276806, EXCEPT 64R16147, 64R2208 & CA672402; S/T NY627806, NY668674; TORONTO (N YORK) , CITY OF TORONTO, being all of PIN 10338-0165 (LT)

Appendix "B" Sketch of Licensed Area



October 11, 2019



NOTE: Approximate area of Licensed Area is highlighted in green.

Appendix "C"

Major Terms and Conditions

Licensee: City of Toronto

Licensor: RSJ Torres Investments Inc.

Licensed Area: Part of the lands municipally known as 2255 Keele Street, Toronto, Ontario, and legally described as PT BLK A PL 4026 NORTH YORK AS IN CA438235; TORONTO (N YORK), CITY OF TORONTO, being all of PIN 10338-0164 (LT) (the "Property"), which part is shown highlighted in green in the sketch attached as Appendix "B" (referred to herein as the "Licensed Area").

City Lands: The property abutting the south and east boundaries of the Property, more particularly described in Appendix "A" (the "City Lands").

Term: Twelve (12) months (the "Term"), commencing on May 1, 2020 and expiring on April 30, 2021.

Option to Extend: City shall have one (1) option (the "Option") to extend the Term for a further six (6) month period (the "Extension Term") on written notice from the City delivered to the Licensor not less than thirty (30) days' prior to the expiry of the initial Term. The Extended Term shall be on the same terms and conditions as the License Agreement save and except: (i) the City shall pay to the Licensor the Extended Term Fees (defined below); and (ii) there will be no further right to extend the Term.

Licence Fee: \$3,900.00 (plus applicable taxes) per annum (the "Licence Fee"), to be paid by the City to the Licensor as a lump sum on the first (1st) day of the Term.

Extension Fee: If the City exercises the Option, the annual Licence Fee to be paid by the City during the Extended Term (referred to herein as the "Extended Term Fees") shall be equal to the fair market rent for the Licensed Area, provided that the Extended Term Fees shall in no event be less than fifty percent (50%) of the annual Licence Fee payable by the City for the last (12) months of the initial Term. The "fair market rent" means, at any given time, the then current fair market licence fees, as determined by the City's appraiser, acting reasonably, for premises of similar size, age, location, quality and use as the Licensed Area.

Use: The Licensor grants to the City, its employees, servants, agents, consultants and contractors (collectively the "City's Representatives") an irrevocable licence to enter upon and for unobstructed access to the Licensed Area, together with all necessary and convenient vehicles, supplies, machinery, gear and equipment, for the purpose of facilitating access to and from the City Lands.

Early Termination: At any time during the Term and any extension or renewal thereof, the City shall have the right (but not the obligation) to terminate the Licence upon giving written notice (the "Termination Notice") of such termination to the Licensor. The Termination Notice shall specify the termination date (the "Termination Date") which shall be not less than thirty (30) days after the Termination Notice is given.

Insurance: The City shall maintain at its own expense Comprehensive General Liability insurance, including contractual liability on an occurrence basis, against claims for personal or bodily injury, death, or property damage suffered by others arising in connection with the activities of the City and the City's Representatives, and which amount shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence. The City may elect and shall have the right to self-insure and, if so will be deemed to have satisfied its insurance obligations stated herein.

Release and Indemnity: The City shall indemnify and save the Licensor harmless from and against all costs, expenses, claims, and demands brought against the Licensor in respect of any loss, damage or injury to persons or property, arising out of the use and occupation of the Licensed Area by the City and/or the City's Representatives during the Term, except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor or any person for whom the Licensor is responsible at law.