

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

TRACKING NO.: 2020-248

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management
Date Prepared:	September 17, 2020	Phone No.:	416 392-1167

Purpose	To obtain authority to enter into a license agreement with Road Auto & Tire Centre Inc. (the "Licensee") for part of the City-owned property known as 625 Keele Street, to permit the temporary parking of cars for the Licensee's automobile repair business, located at 192 Mulock Avenue.
Property	Part of the vacant parcel at 625 Keele Street, being a triangle of approximately 300 square metres in area, at the southeast corner of the intersection of St. Clair Avenue West and Keele Street. (Only accessible via the adjacent property, municipally known as 192 Mulock Ave.) See "Appendix B" Maps
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The Licensee will pay the City a one-time license fee in the amount of \$3,900.00 plus HST, for a six (6) month term, payable on the Licensee's execution of the License Agreement, with the potential for a further \$3,900.00 payable should the Licensee exercise its right to extend for a further six (6) months. If the Licensee exercises all rights of extension, a further sum of \$3,900.00 will be paid to the City of Toronto, totaling \$7,800.00 (exclusive of HST).</p> <p>The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial implications as identified in the Financial Impact section</p>
Comments	<p>The Licensee requested permission to license the property known as 625 Keele Street, consisting of approximately 300 square meters in area, as it is vacant and adjacent to their site at 192 Mulock Avenue. They will be using the site for the purpose of the temporary parking of cars to be worked on by their automobile repair business.</p> <p>The proposed license fee and other major terms and conditions of the License Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A"

Property Details	Ward:	5 – York South Weston
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	300 m 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/REOs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOs.
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, Agencies and Corporations:	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"/> (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 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/Estoppel 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. 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 each position 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.

Pre-Condition to Approval
 Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property
Consultation with Councillor(s)

Councillor:	Frances Nunziata	Councillor:	
Contact Name:	Frances Nunziata	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	No Objections (September 17 th 2020)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Transportation Services	Division:	Financial Planning
Contact Name:	Edward Presta	Contact Name:	Patricia Libardo
Comments:	Concurs (Aug 27 th 2020)	Comments:	Concurs (Sept 21 st 2020)

Legal Services Division Contact

Contact Name:	Vanessa Bacher (Sept 21 st 2020)
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DAF Tracking No.: 2020- 248	Date	Signature
Concurred with by: Manager, Real Estate Services Alex Schuler	Sept. 21, 2020	Signed by Alex Schuler
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas <input checked="" type="checkbox"/> Approved by:	Sept. 21, 2020	Signed by Daran Somas
<input type="checkbox"/> Approved by: Director, Real Estate Services		N/A

Appendix "A" – Terms & Conditions

Licensee:	Road Auto & Tire Centre Inc.
Licensor:	City of Toronto
Licensed Premises:	625 Keele Street
Approximate Space:	300 m ²
Licence Commencement:	October 1 st 2020.
License Expiry:	March 31 st , 2021
License Fee:	\$3,900 (plus HST) paid in full prior to the commencement of the 6 month period
Extension Options	Prior to the end of the Term, on at least thirty (30) days written Notice to the City, the Licensee may exercise an option to extend this Licence on a monthly basis, for a further six (6) months, ending no later than September 30 th , 2021, on the same terms and conditions set out herein. The Licensee shall specify the duration of the desired Extended Term in its written Notice.
Termination:	During the Term and the Extended Term of this Agreement, if applicable, the Licensee or the City shall have the right to terminate this Agreement, in their respective sole discretion, upon thirty (30) days' notice given by the terminating party to the other party.
Acceptance:	The Licensee accepts the Licensed Premises in its "as is" and "where is" condition, and acknowledges that the City makes no representation and gives no warranty with respect to the Lands or the Licensed Premises as to their fitness for the Licensee's purposes or the condition, quality, merchantability or utility thereof, except as set out herein.
Insurance:	the Licensee at its own expense, shall take out and keep in full force and effect: <ul style="list-style-type: none"> (a) commercial general liability insurance including, products liability, if applicable, personal injury, employer's/and contingent employer's liability, blanket contractual liability and provisions for cross liability and severability of interests and non-owned automobile liability with limits of not less than Five Million Dollars (\$5,000,000.00), per occurrence. The City is to be added as an additional insured; and (b) Standard Garage Automobile Liability in the amount of not less than Two Million Dollars (\$2,000,000.00) for each occurrence. The policy must include coverage for Collision/Upset Legal Liability and Specified Perils for any one customer vehicle and Liability for Comprehensive Damage to a Customer's Automobile, including Open Lot Theft; and

Appendix "B" Map and Area Sketch

