

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

TRACKING NO.: 2021-065

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	February 12, 2021	Phone No.:	647-458-1934

Purpose	To obtain authority for the City of Toronto (the "City"), as Licensee, to enter into an extension agreement (the "Licence Extension Agreement") of the original Licence Agreement dated June 17, 2020 (approved by DAF 2020-163) with the Toronto Catholic District School Board (the "Licensor"), for the continued use of the property municipally known as 2685 Kingston Road, Toronto Ontario (the "Property") for the purpose of a temporary shelter.
Property	The property municipally known as 2685 Kingston Road, Toronto ON, M1M 1M4
Actions	1. Authority be granted to enter into the Licence Extension Agreement with the Licensor for continued use of the Property for a term of two and a half (2.5) months commencing on March 17, 2021 and expiring on May 31, 2021, substantially on the major terms and conditions set out below, and including such other terms and conditions as may be deemed appropriate by the approving authority herein and in a form acceptable to the City Solicitor.
Financial Impact	The Licence Extension Agreement is for nominal consideration, with the City accepting all responsibilities associated with operating and maintaining the building. The expenditures outlined above reflect COVID-19 related financial impacts which are being tracked and monitored corporately. The immediate and short-term impacts will be funded by leveraging and/or redirecting federal/provincial funding with longer term financial impacts anticipated to be funded from the COVID-19 recovery fund. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	As a result of the COVID-19 pandemic and the City of Toronto's state of emergency, the City is experiencing an unprecedented demand for shelter and respite services for its residents. The Property will continue to be used for the purposes of a temporary shelter facility, including but not limited to, meeting the needs of physical distancing obligations, isolation and/or recovery of the clients of the City, or such other shelter needs of the City. The facility will continue to be operated by a service provider as deemed appropriate by SSHA. As a component of SSHA's emergency response efforts to the COVID-19 pandemic, SSHA has received Senior Leadership Team approval to activate hotel rooms to support physical distancing, isolation and recovery needs within the shelter system. This location comprises a component of such rooms. SSHA has approved this Licence Extension Agreement and confirmed that the terms and conditions are fair, reasonable and aligned with the service needs required to support the City's response efforts to the COVID-19 pandemic.
Terms	The major terms and conditions as outlined in Appendix "A" remain the same as the terms of the original Licence Agreement. Corporate Real Estate Management staff consider the terms and conditions of this proposed Licence Extension Agreement to be fair and reasonable.

Property Details	Ward:	20 – Scarborough Southwest
	Assessment Roll No.:	190101328004800
	Approximate Size:	Irregular shape
	Approximate Area:	32,780 m ² ± (352,836 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensors):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><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.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><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.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

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:	Gary Crawford	Councillor:	
Contact Name:	Monique Lisi	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Consulted (Feb 12, 2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Shelter, Support and Housing Administration	Division:	Financial Planning
Contact Name:	Loretta Ramadhin, Project Director	Contact Name:	Patricia Libardo
Comments:	No concerns (Feb 5, 2021)	Comments:	Comments incorporated (Feb 4, 2021)

Legal Services Division Contact

Contact Name:	Dale Mellor (Feb 2, 2021)
---------------	---------------------------

DAF Tracking No.: 2021- 065	Date	Signature
Concurred with by: Manager, Real Estate Services Melanie Hale-Carter	Feb. 17, 2021	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Feb. 25, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

Appendix "A"

Major Terms and Conditions

Licensor:	Toronto District Catholic School Board
Premises:	The property known as 2685 Kingston Road, Toronto, ON
Gross Licence Fee:	Nominal
Extension Term:	2.5 months, commencing on March 17, 2021 and expiring May 31, 2021.
Early Termination:	At any time the Licensor shall have the right to terminate the Licence on 30 days' prior written notice, provided that it has obtained a demolition permit for the demolition of the Premises, At any time the Licensee shall have the right to terminate the Licence on 30 days' prior written notice.
Use:	The Premises shall be solely used for the purposes of a temporary shelter to meet the needs of physical distancing obligations, isolation or recovery of shelter clients or other shelter needs. The City may engage one or more third party service provider(s) to operate the Premises. In order to engage the service provider(s), the City shall have the right to grant the service provider(s) a non-exclusive Licence or right to occupy the Premises during the Term, without the licensor's consent, for the provision of services in accordance with the terms of the licence.
City's Obligations:	<p>The City will be responsible for all costs associated with running and maintaining the building, including but not limited to, custodial, operation and maintenance, security, biohazard waste disposal and related costs, and all costs related to preparing the building for the City's use including labour and materials.</p> <p>Any work that requires a building permit, will be sent to the Licensor to approve prior to commencing any work.</p>
Licensor Obligations:	The Premises will be provided in an "as-is" condition. The licensor shall provide the City, and its licenced service provider, with access to the Premises, on a 24/7 basis, for the duration of the Term.
Insurance:	<p>The City will maintain:</p> <p>(a) Commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury and property damage in or about the Premises, contractual liability, tenant's legal liability, non-owned automobile liability, and owner's and contractor's protective liability, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Building is located, but not less than \$2,000,000.00 in respect of each occurrence. The licensor and applicable mortgagee are to be added as an additional insureds.</p> <p>(b) \$1,000,000.00 for Automobile Liability.</p> <p>(c) Any other form of insurance, in such amounts and against such risks, as licensor or licensor's mortgagee may in its reasonable discretion require.</p>
Restoration:	The City shall within 30 days following the end of term, vacate the Premises and remove any property brought on the Premises by the City and return the Premises to a as close as is practicable, to its original condition immediately prior to the Commencement Date, normal wear and tear excepted, including full property disinfecting, replacement of damaged linens, FF&E and other property. The City shall pay any applicable Gross Licence Fee for the period of time required to complete restoration of the Premises.
Landlord Access:	The Licensor shall have a right of access onto the Property and/or the common areas of the Premises for the purpose of carrying out appraisals, soil tests, groundwater analysis, environmental analyses, inspections, designated substance surveys and a building condition assessment relating to the Premises and for preparing surveys or other plans with respect thereto. Such access shall be permitted throughout the Term, where the Licensor provides one weeks' prior notice in writing to the Licensee. The Licensor covenants that it will use reasonable efforts not to interfere with the Licensee's access to and use of the Premises and it will use reasonable efforts to minimize any disturbance. The Licensor shall make good any damage caused to the Property and/or Premises as close as is practicable to its original condition immediately prior to the date of access.

Appendix "B"

Location Map

