

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2021-226

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

Prepared By:	Elliott Baron	Division:	Corporate Real Estate Management
Date Prepared:	August 12, 2021	Phone No.:	(416) 338-3207
Purpose	To obtain authority to enter into a Lease Agreement (the "Lease") with the Toronto District School Board (the "TDSB"), as landlord, and the City, as tenant, for the lease of Rivercrest Artificial Ice Rink/Tennis Courts (the "Leased Premises") on the lands owned by TDSB located at 30 Harefield Drive, Toronto.		
Property	Lands municipally known as 30 Harefield Drive, Toronto, ON. Legally described as part of Block B-1 Plan M670 Block B Plan M670 Etobicoke, City of Toronto subject to an Easement in Gross as in AT3805848; being part of PIN 07347-0115 (LT) in the Land Registry Office of Toronto (No. 66) in the Land Titles Division. Leased Premises includes approximately 15,565 square feet and is delineated on Appendix "B" attached.		
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into a lease agreement with the Toronto District School Board (the "TDSB") for a term of twenty (20) years commencing August 1, 2021 and ending July 31, 2041 subject to the Terms outlined below and on such other terms as may be satisfactory to the Director, Real Estate Services and in a form acceptable to the City Solicitor. 2. The Director, Real Estate Services, or her designate, shall administer and manage the Lease including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Director, Real Estate Services may, at any time, refer consideration of such matters to City Council for its determination and direction. 		
Financial Impact	<p>This is a nominal, net a carefree lease to the TDSB as landlord, with a total expense to the City of approximately \$2,820,815 for the term. Total operating costs is estimated to be approximately \$79,000/year or in Net Present Value terms, a total of approximately \$984,515 for the 20 year term. Funding is available in the 2021 Council Approved Operating Budget for Parks, Forestry and Recreations under cost centres P12893 (hydro), P01199 (operating – staff) and P01198 (refrigeration).</p> <p>The financial impact also includes renovations to the leased premises, which are estimated at \$1,836,300 and are included in 2021 Council Approved Capital Budget for Parks, Forestry & Recreation under capital project CPR121-49-01.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>		
Comments	PFR has operated and maintained an artificial ice rink/tennis courts on lands owned by the TDSB located at Rivercrest Junior Public School since the early 1970's without a formal agreement. The TDSB has requested that the City enter into a formal lease agreement due to a 2021 scheduled PFR capital project at the Facility. The Lease requires that PFR to continue to operate and maintain the Facility however in lieu of rent, the TDSB will be granted use of the Facility during school hours, during the school year only. There is no anticipated increase in maintenance levels or operating costs as a result of the TDSB's use of the rink/tennis courts because the Facility is unsupervised.		
Terms	See Appendix "A"		
Property Details	Ward:	1 – Etobicoke North	
	Assessment Roll No.:	1919-04-2-530-01300	
	Approximate Size:	38 m x 38 m ± (125 ft x 125 ft ±)	
	Approximate Area:	1,446 m ² ± (15,565 ft ² ±)	
	Other Information:	N/A	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/REOs:</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/Licensor):</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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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:	Michael Ford	Councillor:	
Contact Name:	Shima Bhana	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 – August 5, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks Forestry and Recreation	Division:	Financial Planning
Contact Name:	Christina Iacovino	Contact Name:	Patricia Libardo
Comments:	Comments incorporated – August 9, 2021	Comments:	Comments incorporated – August 11, 2021

Legal Services Division Contact

Contact Name: Dale Mellor – Comments incorporated – August 5, 2021

DAF Tracking No.: 2021-226	Date	Signature
Recommended by: Daran Somas Manager, Real Estate Services	Aug 12, 2021	Signed By: Daran Somas
Recommended by: Alison Folosea Director, Real Estate Services	Aug 13, 2021	Signed By: Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input checked="" type="checkbox"/> Approved by: Patrick Matozzo		X
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli	Aug 13, 2021	Signed By: Josie Scioli

Appendix A Key Terms

Landlord:

Toronto District School Board

Tenant:

City of Toronto

Term:

Twenty (20) years, from August 1, 2021 – July 31, 2041

Leased Premises:

The lands being demised by this Lease shown on Appendix "B" attached hereto on which the Pad and the Mechanical Building are situated.

Early Termination:

The Landlord may terminate this Lease at any time from and after the tenth (10th) anniversary of the Commencement Date upon giving the Tenant fourteen (14) months' prior written notice

Use:

City tennis court and skating rink and no other purposes without the Landlords prior written consent

Basic Rent:

Landlord's pupils may use Leased Premises between 7am - 3:30pm during each school day at no cost, and the Landlord is permitted to book the ice rink on 3 evenings between 6:30 – 8:30pm

Net Lease:

This is a completely carefree net lease to the Landlord. The Tenant shall pay all charges relating to the Leased Premises except as expressly set out in this lease

Utilities:

The Tenant shall ensure there is separate metering of all utilities required for operation of the Leased Premises and shall pay all applicable charges directly to the suppliers

Renovations:

The Tenant is to replace the Pad and refrigeration equipment in the Mechanical Building, relocate the existing pedestrian entrance or install an additional entrance to be used as the public's sole access to the Leased Premises during the skating season

In the event of Early Termination, the Landlord agrees to reimburse the Tenant for the unamortized cost of the Renovations calculated on a straight line basis without interest over the term

Insurance/ Indemnity:

Tenant shall provide proof of insurance in a form and amount satisfactory to the Landlord and, without limitation to the foregoing, containing provisions including the Landlord as additional insured with a cross liability/severability of interest clause where applicable. Tenant shall indemnify the Landlord any other persons for whom the Landlord is in law responsible, from and against all losses, costs, damages, liabilities, expenses, fees, fines, penalties and charges whatsoever incurred with respect to or as a result of any breach by the Tenant of its covenants set out in this Lease, save and except to the extent of losses, damages and claims caused by the wilful misconduct or negligence of the Landlord or those for whom Landlord is in law responsible

Appendix B Location Map and Leased Premises



