

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

TRACKING NO.: 2021-287

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

Prepared By:	Rafael Gutierrez	Division:	Corporate Real Estate Management
Date Prepared:	October 21, 2021	Phone No.:	416-338-2995

Purpose	To obtain authority for the City of Toronto (the " City ") and its agents to enter into a Licence Agreement (the " Licence ") with Toronto Community Housing Corporation (" TCHC ") to gain access to a portion of 175 Cummer Avenue (the " Licensed Area ") for the purposes of construction of a 3-storey modular home complex (the " Complex ") containing approximately 59 suites as part of the Modular Housing Initiative.
Property	A portion of the property municipally known as 175 Cummer Avenue, legally described as Part of Lot 22 Concession 1 East of Yonge Street, Township of York, designated as PARTS 4 TO 6, Plan 64R-12369; Toronto (formerly North York), and Block J, Plan 5345 North York; Toronto (formerly North York), outlined in red on the site map and Parts 1 and 2 on the draft survey, both attached as Appendix "A".
Actions	1. Authority be granted to enter into a Licence Agreement with TCHC granting the City and its agents access to the Licensed Area 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.
Financial Impact	There is no financial impact resulting from this approval. This is a nominal sum licence agreement The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	City Council has approved the construction of modular homes in 2020 and 2021, including the Licensed Area. Each unit will be self-contained and the Complex will also include program space and administrative offices. The Complex is presently intended to support individuals who are experiencing homelessness. A local non-profit housing provider will manage the Complex and provide support services to the tenants under an agreement with the City. Construction is slated to start as soon as possible and so the City and TCHC have agreed to enter into a licence agreement to enable the City to commence construction without delay. The City and the TCHC will negotiate a long-term lease agreement (the " Lease ") during the construction period.
Terms	See Page 4.

Property Details	Ward:	18 – Willowdale
	Assessment Roll No.:	19 08 094 200 064 50
	Approximate Size:	N/A
	Approximate Area:	3,766.22 m ² ± (40,539.25 ft ² ±)
	Other Information:	N/A

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:
<ul style="list-style-type: none"> • 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:
<ul style="list-style-type: none"> • 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			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	John Filion	Councillor:	
Contact Name:	Markus O'Brien Fehr, Catherine LeBlanc-Miller	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:	Concurs – October 12, 2021	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Housing Secretariat	Division:	Financial Planning
Contact Name:	Matt Hilder / Valesa Faria	Contact Name:	Patricia Libardo
Comments:	Concurs – October 15, 2021 / October 21, 2021	Comments:	Concurs – October 12, 2021
Legal Services Division Contact			
Contact Name:	Mark Zwegers		

DAF Tracking No.: 2021-287	Date	Signature
Concurred with by: Manager, Real Estate Services Vinette Prescott-Brown	Oct. 22, 2021	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Oct. 22, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Major Terms and Conditions

Effective Date:

The date of the Licence.

Expiry Date:

The Licence shall end on the earlier of: (1) the date on which the City has entered into the Lease with TCHC or (2) the termination of the Licence by TCHC if the Lease has not been entered into by an agreed upon date.

Plan Review:

As soon as reasonably practicable, the City and its contractors shall meet with TCHC and its staff for the purposes of agreeing on the construction schedule and all detailed plans, reports, specifications and drawings connected to the construction of the modular home complex (the "**Detailed Plans**"). The Detailed Plans shall include all utility plans, drawings and specifications, a construction management plan, any traffic plans or reports prepared by the City pertaining to access to the Property, as well as documents detailing any proposed test pits or other intrusive investigative techniques. TCHC's review and approval of the Detailed Plans shall be limited to the purposes of ensuring minimal interruption and impact on the Tenants' access to, use of, and enjoyment of the property (other than the Licensed Area) and shall not include any construction, design or structural matters.

Lease:

The City and TCHC agree to negotiate diligently and expeditiously to enter into the a lease for the Licensed Area (the "**Lease**") on or before October 31, 2021, or such later date as may be agreed between both parties. In the event the City and TCHC are unable to conclude a Lease on or before such date, upon written notice delivered by TCHC, this Licence shall be terminated and both parties shall enter into discussions with respect to the disposition of all improvements constructed or installed on the Licensed Area.

The Parties agree that any Lease entered into shall:

- 1) Have a term of fifty (50) years less a day;
- 2) The rent shall be \$1.00 per annum, provided that the City and/or its non-profit operator shall pay all taxes, charges, imposts, insurance, construction, operating, maintenance and capital and non-capital repair costs, subject to such exceptions as may be agreed between the parties;
- 3) Include a provision giving the City 7 days to cure any default under the lease or such longer period of time as may be required provided the City has commenced to cure such default within such seven (7) day period and is diligently and expeditiously proceeding to cure same; and
- 4) Provide that upon the earlier of: (i) the 45th anniversary of the Lease term; and (ii) the termination, if any, of the Lease, the City and TCHC shall enter into negotiations concerning the disposition of the Complex, and any improvements constructed or installed Licensed Area at the time of termination or expiry of the Lease, as the case may be.

Insurance:

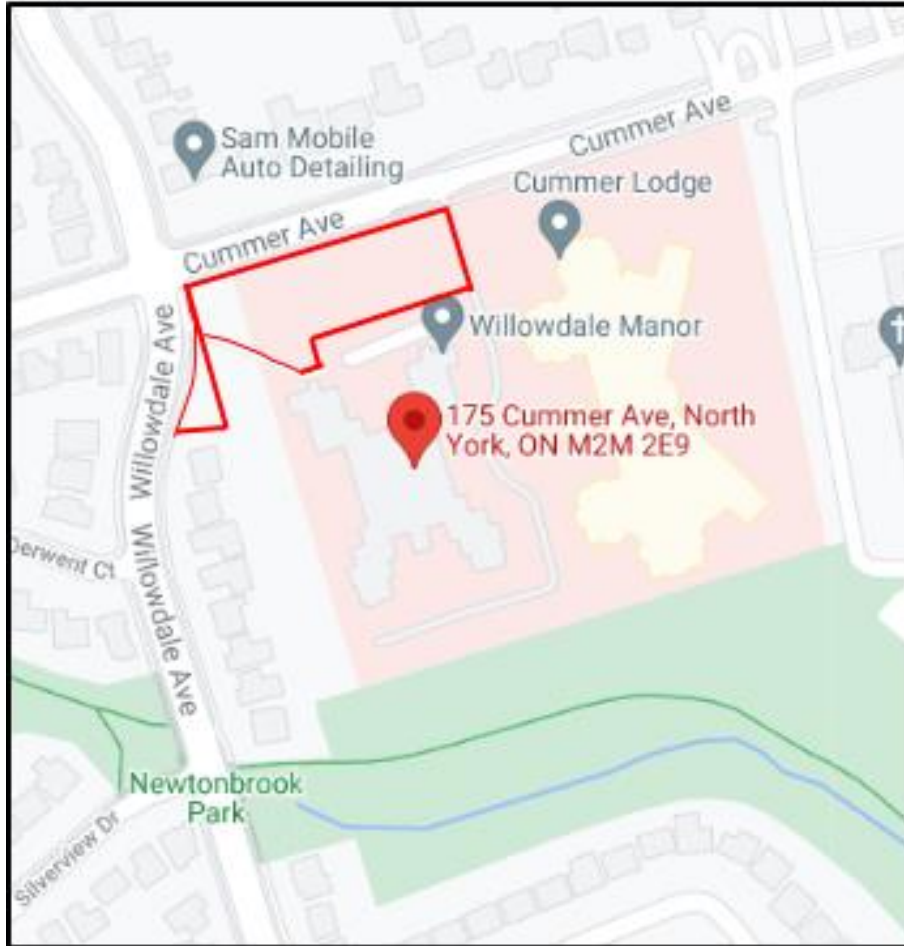
The City shall ensure all contractors maintain comprehensive general liability ("**CGL**") coverage in an amount of at least Ten Million Canadian Dollars (CAD\$10,000,000.00) per occurrence, naming TCHC as an additional insured under the City's CGL coverage as well as the City's contractors' CGL coverages in respect of any and all claims for injury or damage to persons or property and for loss of life arising from or in connection with the Work. Coverage shall include damage to the property of TCHC.

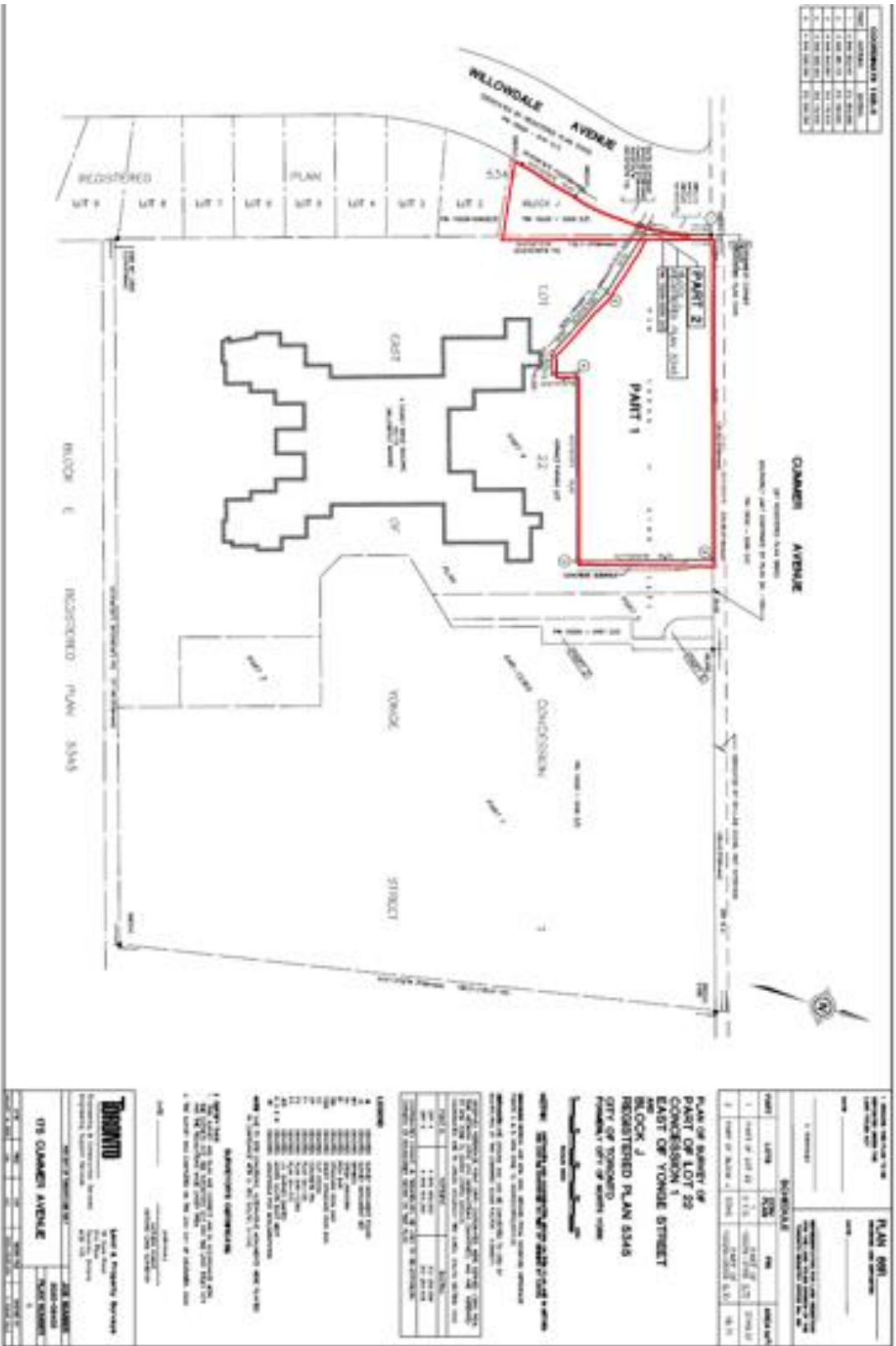
The City shall also obtain at its expense and maintain in full force and effect at all times during the Term standard automobile liability coverage with a limit of at least Five Million Canadian Dollars (\$5,000,000) for all licensed motorized vehicles used in or about the Premises.

Additional Terms:

- During the Term of the Licence, the City and its contractors shall only perform construction work Complex from Monday to Friday, from the hours of 9:00 a.m. to 5:00 p.m. If construction work is required outside of this timeframe, the City requires TCHC's prior written approval, which shall not be unreasonably withheld.
- TCHC and its representatives, employees, agents and contractors shall have the right to enter the Licensed Area at any time and from time to time upon 48 hours' prior written notice to the City (except in cases of emergencies in which case TCHC shall be permitted to enter the Licensed Area without notice but shall inform the City of such entry as soon as reasonably possible) to inspect the construction work being carried out, or to address any hazardous or dangerous situation. TCHC shall comply with reasonable safety requirements of the City or its contractors.
- The City shall take all reasonable steps to minimize any material interference or disturbance to the use and access of the Property and the TCHC building and parking facilities on the Property used by the Tenants and their invitees. The City shall use reasonable efforts in compliance with applicable laws to take all reasonable measures to minimize any interference or disturbance to Tenant access to, and use and enjoyment of their leased premises, on a 24/7 basis.
- In the event the City is unable to, or decides not to complete the Complex, the City shall be responsible for removing all improvements, debris, equipment, tools and materials whatsoever and shall restore the property to an equal or better condition it was in prior to the work commencing at the City's sole cost and expense.

Appendix "A"
Site Map, Survey of Licensed Area – 175 Cummer Avenue





COMMISSION TABLE	
NO.	DESCRIPTION
1	CONVEYANCE OF PART OF LOT 25
2	CONVEYANCE OF PART OF LOT 25
3	CONVEYANCE OF PART OF LOT 25
4	CONVEYANCE OF PART OF LOT 25
5	CONVEYANCE OF PART OF LOT 25
6	CONVEYANCE OF PART OF LOT 25
7	CONVEYANCE OF PART OF LOT 25
8	CONVEYANCE OF PART OF LOT 25
9	CONVEYANCE OF PART OF LOT 25
10	CONVEYANCE OF PART OF LOT 25

PLAN 5981			
SCHEDULE			
PLAN	LOT	NO.	AREA
1	1	1.1	1.1
1	1	1.2	1.2
1	1	1.3	1.3

PLAN OF SUBDIVISION OF PART OF LOT 25 CONVEYANCE OF PART OF LOT 25 EAST OF YONKE STREET BLOCK J REGISTERED PLAN 5345 CITY OF TORONTO

DATE: 2018/08/27

BY: [Signature]

FOR: [Signature]

LEGEND

- 1.0000 - 1.0000
- 2.0000 - 2.0000
- 3.0000 - 3.0000
- 4.0000 - 4.0000
- 5.0000 - 5.0000
- 6.0000 - 6.0000
- 7.0000 - 7.0000
- 8.0000 - 8.0000
- 9.0000 - 9.0000
- 10.0000 - 10.0000

TRUSTEES

1. [Name]

2. [Name]

3. [Name]

4. [Name]

5. [Name]

6. [Name]

7. [Name]

8. [Name]

9. [Name]

10. [Name]