

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

TRACKING NO.: 2023-171

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

Prepared By:	Winnie Lam	Division:	Corporate Real Estate Management
Date Prepared:	June 14, 2023	Phone No.:	437-991-8040

Purpose	To obtain authority to enter into a Construction Staging Licence Agreement (the "Agreement"), with 2500 Yonge Street Limited (the "Licensee"), with respect to the property municipally known as 20 Castlefield Avenue, Toronto, for the purposes of accessing the site for construction staging, hardscaping, storage of construction vehicles, construction equipment, and materials to facilitate the Licensee's redevelopment work at an adjacent property.
Property	The Property is a portion of the lands municipally known as 20 Castlefield Avenue, Toronto, legally described as PART LOT 2 CONCESSION 1 WEST OF YONGE STREET TOWNSHIP OF YORK, PART 1 PLAN 66R-31283; CITY OF TORONTO; SECONDLY: PART LOT 3 & 5, LOT 4, RANGE 4 PLAN 734, PART 3, PLAN 66R31283; CITY OF TORONTO, being part of PIN 21160-0359 (LT) (the " Property ") as shown on the Location Map attached in Appendix "B" and as outlined in the Licensed Area sketch attached as Appendix "C".
Actions	1. Authority be granted to enter into the Agreement with the Licensee for the Licensed Area, substantially on the major 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 shall pay to the City the amount of \$23,962.50 per month, including HST, payable on the first day of every month --for a total of \$568,620.00 for the initial term of the agreement. Should the Licensee exercise its option to extend, the license fee will be \$24,166.35 per month, for a maximum of \$289,996.20 including HST for the one year extension period.</p> <p>The financial impact for each fiscal year is listed below: 2023: \$ 119,812.50 2024: \$ 287,550.00 2025: \$ 288,569.25 2026: \$ 169,164.45</p> <p>For a maximum total compensation of \$ 865,096.20 (including HST).</p> <p>Revenues will be directed to FAC 1820100000, under cost center P12642 and CE 8620. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The Licensee is affiliated with Madison Group, and the Licensee is going to redevelop and construct a mixed-use, commercial and residential high rise building located at 2500 Yonge Street, Toronto. They require the Property to park their equipment and for construction staging purposes.</p> <p>The proposed licence fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A"

Property Details	Ward:	Ward 8- Eglinton
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	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 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 checked="" 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Ward 8- Eglinton	Councillor:	
Contact Name:	Mike Colle	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input 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 issues.	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry, and Recreation	Division:	Financial Planning
Contact Name:	Alex Deighan	Contact Name:	Ciro Tarantino
Comments:	No issues.	Comments:	No issues.

Legal Services Division Contact

Contact Name:	Michelle Xu
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DAF Tracking No.: 2023-171	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Ronald Ro <input type="checkbox"/> Approved by:	June 14, 2023	Signed by Ronald Ro
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	June 16, 2023	Signed by Alison Folosea

APPENDIX "A"
Major Terms and Conditions

Licensor: City of Toronto (the "City")

Licensee: 2500 Yonge Street Limited

Property: A portion of the lands municipally known as 20 Castlefield Avenue, Toronto,

Licence Area: A portion of the Property outlined in red on the sketch attached as Appendix "C"

Initial Term: 2 years commencing on August 1, 2023 and ending on July 31, 2025.

Extension: One option to extend the Term for a period of one (1) year.

License Fee: The total cost of the 2 year Term will be \$568,620.00 (including HST).

Use: Non-exclusive use for the purposes of construction staging, hardscaping, storage of construction vehicles, construction equipment, and materials.

Early Termination: Licensee has the right to terminate the Agreement upon giving at least three (3) months of prior written Notice to the City. Following the Initial Term, the City has the right to terminate the Agreement upon giving 180 days of prior written notice to the Licensee.

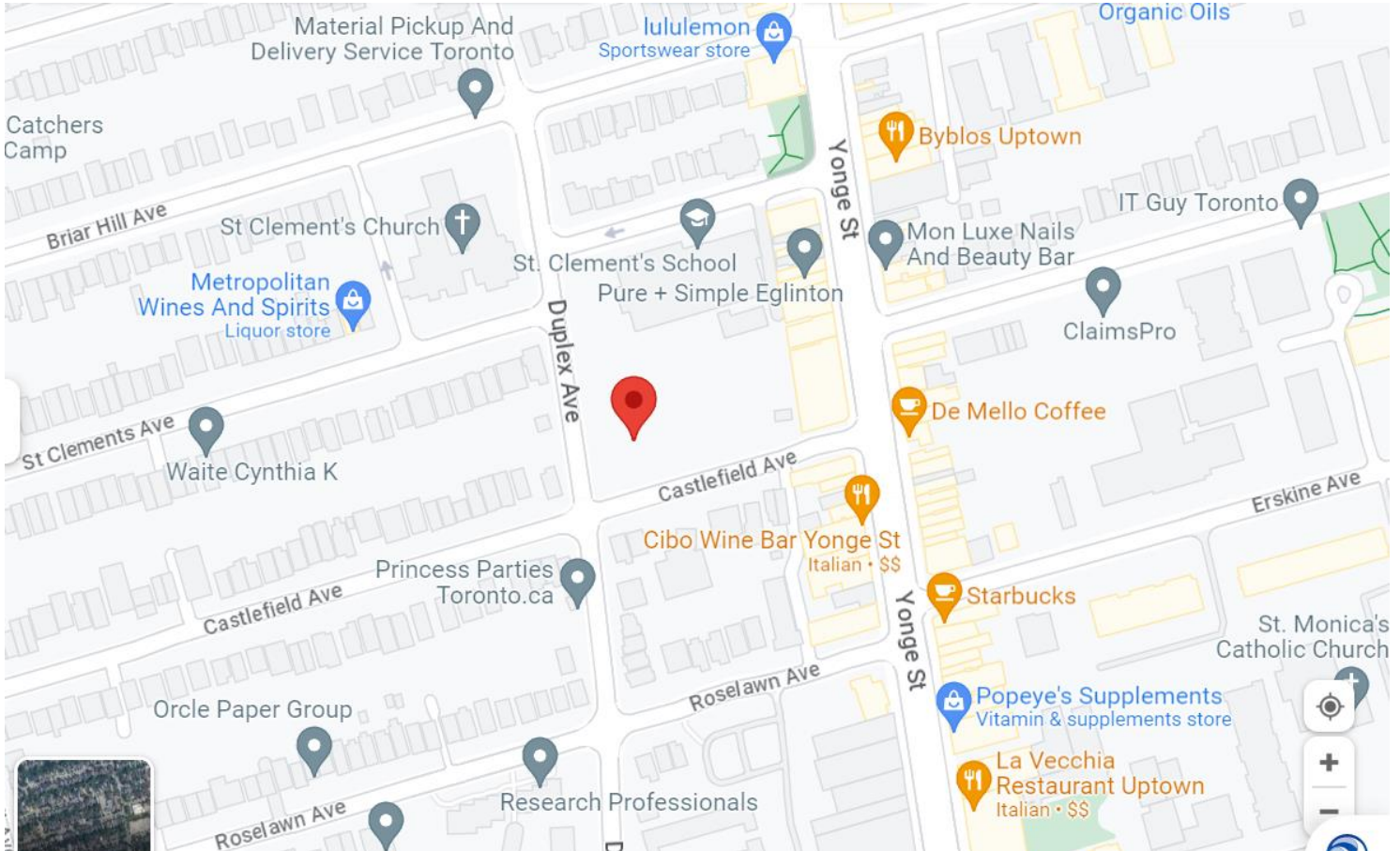
Letter of Credit: Irrevocable standby letter of credit in the amount of \$200,000.00. It shall expire no earlier than two years following the expiry of the Term or Extended Term.

Insurance: Prior to the commencement of the Term, the Licensee agrees to purchase and maintain, at its sole cost and expense, for the duration of this Agreement, the following policies of insurance:

- (a) Commercial General Liability Insurance which has inclusive limits of not less than \$5,000,000.00 per occurrence,
- (b) Contractor's Pollution Liability with a minimal limit of \$1,000,000.00;
- (c) Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed
- (d) Any such other insurance as the City may require.

Other Terms: The parties agree that the Licensee shall be responsible for remedying any further environmental impact or the migration of any environmental condition upon the Licensed Area beyond the Environmental Basement Condition at the Licensee's cost.

APPENDIX "B" LOCATION MAP



APPENDIX "C" LICENSED AREA

