

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2016-209

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "**Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "**Minor Amendments to Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "**Union Station Revitalization Implementation and Head Lessee Selection**" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

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| Prepared By: | Adam Pressick | Division: | Real Estate Services |
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| Date Prepared: | September 9, 2016 | Phone No.: | (416) 392-1166 |
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| Purpose | To obtain authority to enter into a licence agreement (the "Licence Agreement") with Metrolinx for seasonal use of a portion of 1076 Ellesmere Road for three (3) years for access and staging to facilitate the expansion of the Stouffville Corridor Expansion (the "Project"). |
| Property | Approximately 11,592 square feet of 1076 Ellesmere Road as shown on Page 5, Schedule B (the "Licensed Area"). |
| Actions | <ol style="list-style-type: none"> 1. Authority be granted to enter into the Licence Agreement with the Licensee commencing May 1, 2017, terminating October 31, 2020 (the "Term"), on the terms and conditions set out below and on any or other or amended terms and conditions as may be determined as reasonably necessary by the Chief Corporate Officer, and in a form acceptable to the City Solicitor; 2. The Chief Corporate Officer or designate shall administer and manage the Licence Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction; and 3. The appropriate City officials are authorized and directed to take the necessary action to give effect thereto |
| Financial Impact | <p>The total revenue to the City over the term of the Licence Agreement is \$93,169.03 plus applicable taxes. Metrolinx will be responsible for all costs and expenses related to the Premises in regards to repair, maintenance, snow removal, and security. At the end of the Licence Agreement Metrolinx will remove all improvements and restore the Licensed Area to its original condition.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p> |
| Comments | <p>A key map of the Licensed Area is shown in Schedule A. The Licensed Area is part of the City-owned Ellesmere Yard under jurisdiction of Transportation Services. Transportation Services uses this Licensed Area of the Ellesmere Yard for storage of winter maintenance vehicles only when snow is being cleared. Transportation has been consulted and has permitted Metrolinx to use the Licensed Area from during non-winter periods, specifically from May 1 to October 1 in each year of the Term. The licence to Metrolinx will not impact other Transportation Services operations.</p> <p>Metrolinx requires the Licensed Area to access their nearby rail tracks. Metrolinx will install two access gates to secure the site and alter the curb. Any alterations will be removed upon termination of the Licence Agreement.</p> <p>Real Estate Services staff considers the proposed fee and other terms and conditions in the Licence Agreement to be fair, reasonable and at market value.</p> |
| Terms | <p>Licensee: Metrolinx</p> <p>Term: Three Years from May 1, 2017, terminating October 31, 2020</p> <p>Licence Fee: \$93,169.03 plus applicable taxes</p> <p>Renewal rights: Two options to extend for an additional twelve (12) months at fair market basic licence rate</p> <p>Early Termination: Metrolinx may early terminate the agreement on sixty (90) days' notice</p> <p>Insurance: Commercial General Liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence</p> <p>Indemnity: Metrolinx will fully indemnify the City against any claims that arise out of Metrolinx's use or occupation of the Licensed Area.</p> |

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| Property Details | Ward: | 37 – Scarborough Centre |
| | Assessment Roll No.: | 1901-04-3-570-00100 |
| | Approximate Size: | Irregular |
| | Approximate Area: | 11,592 square feet |
| | Other Information: | |

| A. | Director of Real Estate Services has approval authority for: | Chief Corporate Officer has approval authority for: |
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| 1. Acquisitions: | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. | <input type="checkbox"/> Where total compensation does not exceed \$3 Million. |
| 2. Expropriations: | <input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. | <input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million. |
| 3. Issuance of RFPs/REOs: | Delegated to a more senior position. | <input type="checkbox"/> Issuance of RFPs/REOs. |
| 4. Permanent Highway Closures: | Delegated to a more senior position. | <input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law. |
| 5. Transfer of Operational Management to ABCDs: | Delegated to a more senior position. | <input type="checkbox"/> Transfer of Operational Management to ABCDs. |
| 6. Limiting Distance Agreements: | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. | <input type="checkbox"/> Where total compensation does not exceed \$3 Million. |
| 7. Disposals (including Leases of 21 years or more): | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. | <input type="checkbox"/> Where total compensation does not exceed \$3 Million. |
| 8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: | Delegated to a more senior position. | <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 \$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"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million; <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. |
| 10. Leases/Licences (City as Tenant/Licensee): | <input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million. | <input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million. |
| 11. Easements (City as Grantor): | <input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration. | <input type="checkbox"/> Where total compensation does not exceed \$3 Million. Delegated to a less senior position. |
| 12. Easements (City as Grantee): | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. | <input type="checkbox"/> Where total compensation does not exceed \$3 Million. |
| 13. Revisions to Council Decisions in Real Estate Matters: | <input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000). | <input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million). |
| 14. Miscellaneous: | <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/Estoppels/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. | <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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

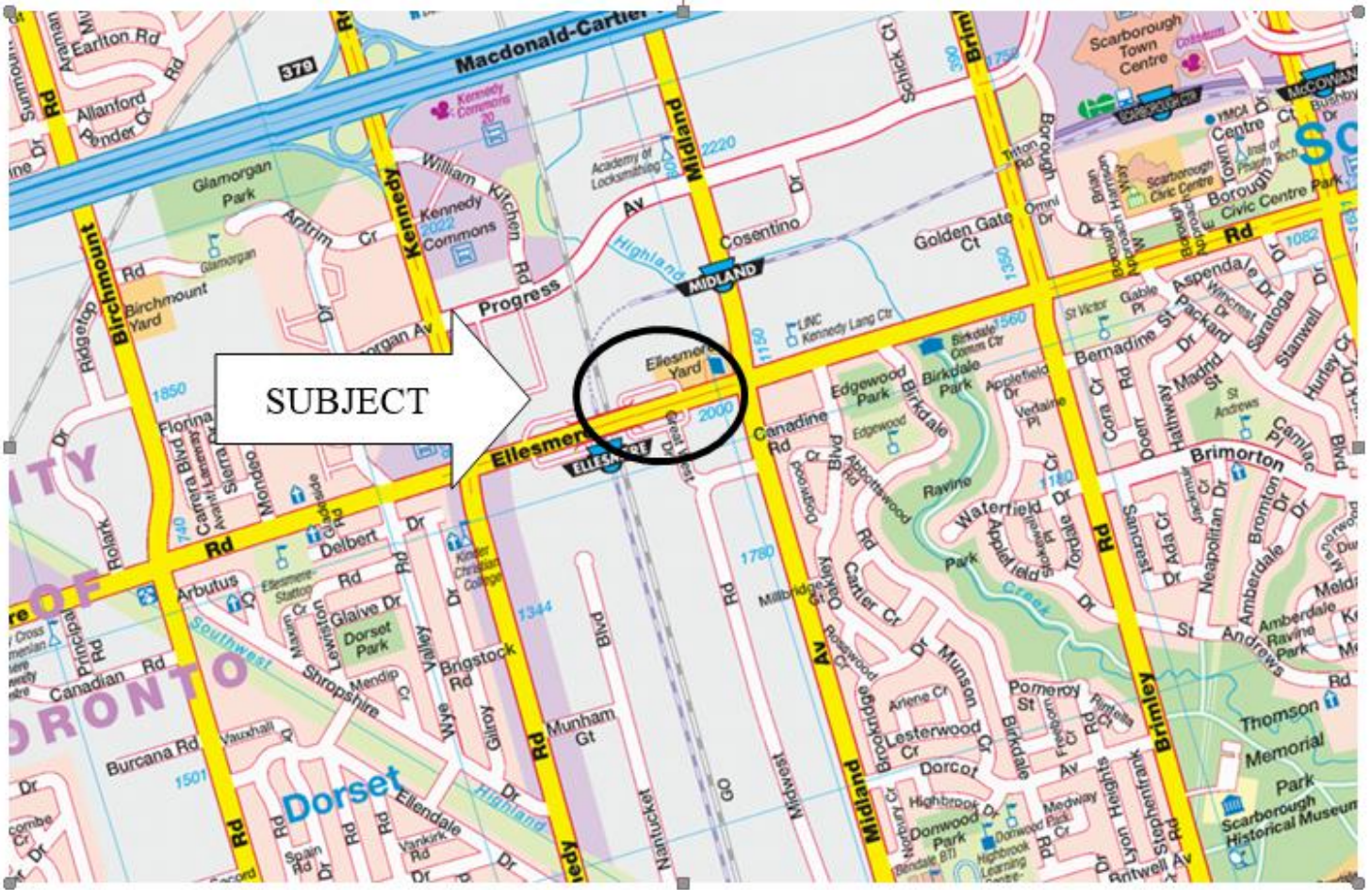
- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

| Consultation with Councillor(s) | | | | | | | | | | | |
|---|--|---|-------------|--|------|-------------------|----------------------|-------|--------|------|-------|
| Councillor: | Michael Thompson | | | | | Councillor: | | | | | |
| Contact Name: | Debbie Gedz | | | | | Contact Name: | | | | | |
| Contacted by: | Phone | x | E-Mail | | Memo | Other | Contacted by: | Phone | E-mail | Memo | Other |
| Comments: | Consent | | | | | Comments: | | | | | |
| Consultation with ABCDs | | | | | | | | | | | |
| Division: | Transportation | | | | | Division: | Financial Planning | | | | |
| Contact Name: | Hector Moreno | | | | | Contact Name: | Filisha Mohammed | | | | |
| Comments: | Consent | | | | | Comments: | Reviewed and consent | | | | |
| Legal Division Contact | | | | | | | | | | | |
| Contact Name: | Lisa Davies | | | | | | | | | | |
| DAF Tracking No.: 2016-208 | | | Date | | | Signature | | | | | |
| Recommended by: Wayne Duong, Manager, Leasing | | | Sep/14/2016 | | | Sgd.\ Wayne Duong | | | | | |
| <input type="checkbox"/> | Recommended by: Director of Real Estate Services | | Sep/15/2016 | | | Sgd.\ Joe Casali | | | | | |
| <input checked="" type="checkbox"/> | Approved by: Joe Casali | | | | | | | | | | |
| <input type="checkbox"/> | Approved by: Chief Corporate Officer | | | | | | | | | | |
| | Josie Scioli | | | | | | | | | | |

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget [or funding is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Schedule "A" – Location of Licensed Area (cross hatched)



Schedule "B" – Licensed Area (access (hatched) and staging (cross-hatched))

