

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

TRACKING NO.: 2016-119

- 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.

Prepared By:	Joseph Sergnese	Division:	Real Estate Services
Date Prepared:	May 25, 2016	Phone No.:	416-392-1857

<b>Purpose</b>	To obtain authority to enter into a licence amending agreement and a community use agreement with the Toronto District School Board for the improvement and maintenance of the Scarborough Civic Centre's Civic Green.
<b>Property</b>	A portion of the property municipally known as 140 Borough Drive delineated by a dashed line on the attached Property Sketch attached as Appendix "A"
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into a licence amending agreement with the Toronto District School Board, on, over and along that portion of the land owned by the Toronto District School Board ("TDSB") as delineated by a dashed line on the attached Property Sketch as Appendix "A" on the terms and conditions set out below and such other terms as may be acceptable to the Chief Corporate Officer and in a form acceptable to the City Solicitor.</li> <li>2. Authority be granted to enter into a community use agreement with the Toronto District School Board, on, over and along that portion of the land owned by the Toronto District School Board ("TDSB") as delineated by a dashed line on the attached Property Sketch as Appendix "A" on the terms and conditions set out below and such other terms as may be acceptable to the Chief Corporate Officer and in a form acceptable to the City Solicitor.</li> </ol>
<b>Financial Impact</b>	<p>There is no financial impact resulting from the licence amendment. The agreement terms and conditions are unchanged.</p> <p>The Deputy City Manager &amp; Chief Financial Officer has reviewed this DAF and agrees with the financial impact information</p>
<b>Comments</b>	<p>In December 2005 Council approved a new secondary plan for the Scarborough Centre. This was followed in 2009 by the approval of the Scarborough Centre Civic Precinct Implementation Plan. The Secondary Plan and implementation plan included, in broad terms, the policies and urban design ambitions for the Centre. Building on past efforts a Scarborough Centre Public Space and Streetscape Master Plan study was undertaken. From that a "Scarborough Centre Public Space and Streetscape Master Plan" was created. It provides direction on strategies and public realm projects to improve the Centre's public space framework for the Civic and Commercial Precincts over the short, medium and long term, along with an implementation strategy. Staff, in consultation with the local Councillor had recommend seven high priority projects of the Master Plan, one of them being the redesign of the Civic Green (Ceremonial Plaza) on the south side of the Scarborough Civic Centre building to create a useable pedestrian space that serves as a forecourt to the iconic civic building and connects it to the new library. City Council on July 11, 12 and 13, 2012, endorsed the seven high priority projects of the Master Plan.</p> <p>City Council on June 10, 11, 12 and 13, 2014 authorized an increase in the 2014 - 2023 Capital Budget and Plan for City Planning by \$1 million in 2014 cash flow for the completion of the Scarborough Civic Centre Civic Green project, fully funded from contributions from reserve funds of \$538,000 (Public Realm Reserve Fund XR1410) and \$462,000 (Civic Improvement DC Reserve Fund XR2121). In exchange for City funding of the Civic Green Improvements Project on a portion of TDSB Lands the City seeks to secure a certain level of public access and enter into a Community Use Agreement with the TDSB</p> <p>In May 2015, the Toronto Public Library Board opened a new 15,000 square foot library building on lands owned by the City Immediately to the east of TDSB Lands. To facilitate the construction of the Library the City and TDSB entered into a License Agreement to allow for certain works within the lands delineated by a dashed line on the attached sketch in Appendix "A". The agreement was dated April 25, 2013 and was for a period of two years. The agreement is required to be extended to facilitate construction of the Civic Green Improvement Area Project. It would expire on June 30, 2016. The parties agreed that the alterations to the Civic Green Improvement Area would include the following improvements: new landscaping (grass, nineteen trees, ten boulders and small drought-tolerant plants) and pathways with benches in accordance with the plans set out in Appendix "B"</p> <p>Construction of the project will commenced in the Summer of 2015 with completion in Spring 2016.</p>
<b>Terms</b>	Continued on Page 6

<b>Property Details</b>	<table border="1"> <tr> <td><b>Ward:</b></td> <td>38 – Scarborough Centre</td> </tr> <tr> <td><b>Assessment Roll No.:</b></td> <td>1901-05-1-730-00501 (Part)</td> </tr> <tr> <td><b>Approximate Size:</b></td> <td>yy m<sup>2</sup> ± (yy ft<sup>2</sup> ±)</td> </tr> <tr> <td><b>Approximate Area:</b></td> <td></td> </tr> <tr> <td><b>Other Information:</b></td> <td></td> </tr> </table>	<b>Ward:</b>	38 – Scarborough Centre	<b>Assessment Roll No.:</b>	1901-05-1-730-00501 (Part)	<b>Approximate Size:</b>	yy m <sup>2</sup> ± (yy ft <sup>2</sup> ±)	<b>Approximate Area:</b>		<b>Other Information:</b>	
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<b>Other Information:</b>											

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;	<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 three (3) months, including licences for environmental assessments and/or testing, etc.	<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 checked="" 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"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<b>Delegated to a less senior position.</b>
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:**

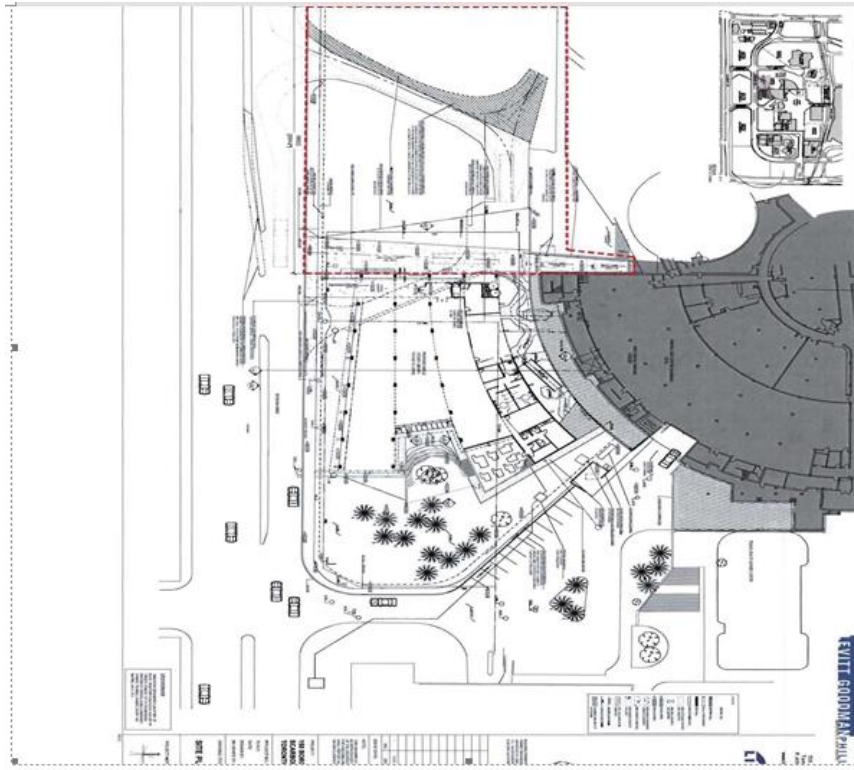
- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)										
Councillor:	Glenn De Baeremaeker					Councillor:				
Contact Name:	Gwen Mackay					Contact Name:				
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:						Comments:				
Consultation with ABCDs										
Division:						Division:				
Contact Name:						Contact Name:				
Comments:						Comments:				
Legal Division Contact										
Contact Name:	Michele Desimone									
DAF Tracking No.: 2016-119			Date			Signature				
Recommended by: Manager			May 26, 2016			Brian Varner				
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services		May 30, 2016			Joe Casali				
<input checked="" type="checkbox"/>	Approved by: Joe Casali									
<input type="checkbox"/>	Approved by: Chief Corporate Officer									
<input type="checkbox"/>	Approved by: 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.

# Appendix 'A' Licenced Area



### Appendix "B" Plans Depicting Civic Green Improvements and Civic Green Improvements Area



**Terms (cont'd)**

The TDSB has agreed to enter into a licence amending agreement with the City.

*Term:* three (3) years expiring Jun 30, 2016

*Consideration:* Nominal

*Upon Expiry/Termination:* Licence Area shall be restored to its original condition with exception to Civic Green Improvements within 6 months of said expiry or termination, failing which TDSB may carry out work and City shall pay TDSB all costs

The TDSB has also agreed to enter into a community use agreement with the City.

*Consideration:* Nominal

*Civic Green Improvements:* Funds shall be used for improvements for Civic Green Improvement Area in accordance with plans attached in Schedule "B". City will be responsible for all costs of improvements. The City shall not be responsible for ongoing operation and/or maintenance of the Civic Green Improvements

*Public Access:* As long as TDSB is owner of the Civic Green Improvement Area access shall be made to the general public during City Operating hours throughout the term of the agreement and the TDSB cannot fence the area.

*Termination:* TDSB can terminate at any time for any reason during the Term by providing six (6) months notice to the City provide that on termination, TDSB shall pay to the City the unamortized amount of the Funds associated with the Civic Green Improvements based on a twenty (20) year amortization period.

*Maintenance:* TDSB will assume responsibility

*Indemnity:* TDSB releases the City from all liability, costs, damages, claims or demands in relation to the Civic Green Improvement Area exception if such liability results from the negligence of willful act of the City or those whom it is responsible at law. The City releases the TDSB from all loss, costs, damages, claims or demand of associated with the construction and installation of the Civic Green Improvements, except to the extent such damages claims or demands are caused by the negligence or willful act of the TDSB or those for whom it is responsible at law.