

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

TRACKING NO.: 2016-134

- 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:	Adam Pressick	Division:	Real Estate Services
--------------	---------------	-----------	----------------------

Date Prepared:	September 1, 2016	Phone No.:	392-1166
----------------	-------------------	------------	----------

Purpose
To obtain authority to enter into a licence agreement (the "**Licence Agreement**") between the City of Toronto (the "**City**") and Her Majesty The Queen In Right Of Ontario As Represented By The Minister of Infrastructure (the "**Licensor**") for the purpose of undertaking environmental investigations and borehole testing on portions of lands owned by the Licensor for the design of the Don River and Central Waterfront Wet Weather Flow System Project (the "**City's Project**") on behalf of Engineering and Construction Services.

Property
Certain portions of the lands located at the Don River and Lakeshore Boulevard East which are legally described on Page 4 and are shown on Schedule "A" (the "Premises").

- Actions**
1. Authority is granted for the City to enter into the Licence Agreement with the Licensor as part of the City's Project, on the terms and conditions set on Page 4 hereof and on any other or amended terms and conditions as may be determined as reasonably necessary by the Chief Corporate Officer (the "CCO") and in a form acceptable to the City Solicitor;
 2. Authority is granted to authorize the CCO or her designate to administer and manage the Licence Agreement including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the CCO 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
The total cost for the Licence Agreement is \$1,017.60 net of HST recoveries per annum (being a total of \$13,228.80 net of HST recoveries for the term of the Licence Agreement) as consideration payable to the Licensor. This amount will be charged to Toronto Water Capital Project account CWW480-01.

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments
As part of the City's Project, an Environmental Assessment undertaken in 2012 evaluated solutions to improve water quality of the Don River along the central waterfront. The Premises are required to conduct environmental and borehole testing to provide background and further design of the City's Project. Black and Veatch Canada Ltd., the City's consultant, was chosen to complete design and has retained Golder Associates Ltd. to conduct the borehole investigation. This investigation is necessary to assess how subsurface conditions affect the City's Project.

Terms
[See Page 4 for the terms of the Licence Agreement]

Property Details	Ward:	28 – Toronto Centre- Rosedale
	Assessment Roll No.:	
	Approximate Size:	150 m ²
	Approximate Area:	
	Other Information:	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</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 three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><input checked="" 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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Estoppels/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 \$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"/> 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 ABCDs.</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 six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).</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/Estoppels/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. 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:	P. McConnell					Councillor:			
Contact Name:	P. McConnell					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Concurs					Comments:			
Consultation with ABCDs									
Division:	Engineering and Construction Services					Division:	Financial Planning		
Contact Name:	Robert Mayberry					Contact Name:	Filisha Mohammed		
Comments:	Concurs					Comments:	Concurs		
Legal Division Contact									
Contact Name:	Rebecca Hartley								
DAF Tracking No.: 2016-134			Date			Signature			
<input checked="" type="checkbox"/> Recommended by: Manager Wayne Duong			Sep/1/2016			Sgd.\ Wayne Duong			
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali			Sep/8/2016			Sgd.\ Joe Casali			
<input checked="" type="checkbox"/> Approved by:									
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli									

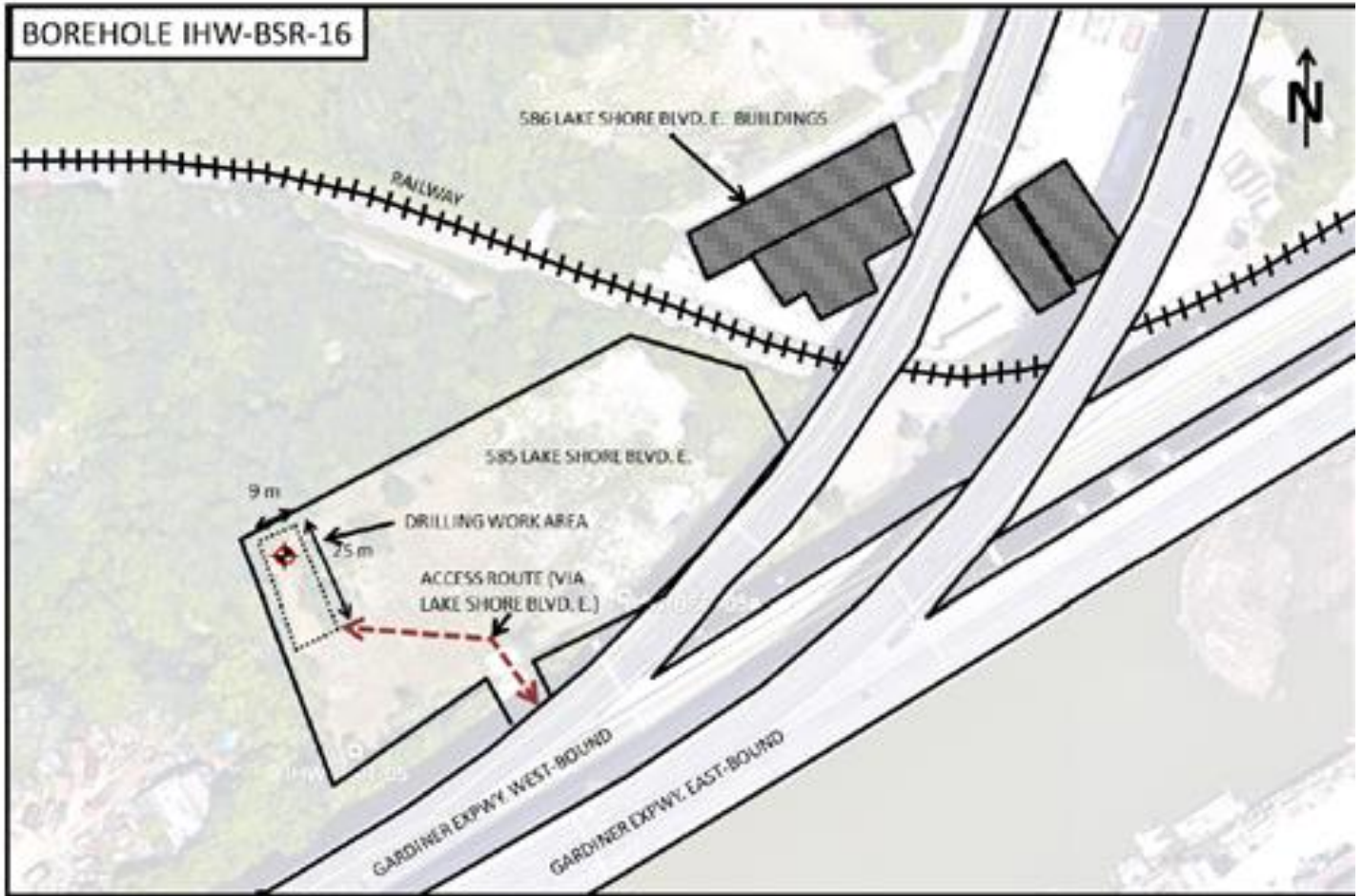
General Conditions ("GC")

- (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.

TERMS

- Licensor:** Her Majesty The Queen In Right Of Ontario As Represented By The Minister of Infrastructure
- Properties:** A portion of the following property:
- PIN: 21077-0105 (LT) PT BLK DF PL 520E TORONTO PT 5 63R-4957; S/T CA250414; S/T CA247284; CITY OF TORONTO
- Indicated by a star shown at Schedule "A" attached hereto.
- Use:** Environmental investigations and borehole testing and installation and monitoring of monitoring wells as part of the City's due diligence for the design of the City's Project (the "City's Works").
- Term:** Thirteen (13) years, commencing: September 19, 2016 and terminating September 18, 2029
- Restoration:** Upon expiry or termination of the Licence Agreement, the City shall remove all fixture(s), equipment, structure and debris from the Properties arising from the City's Works and shall restore the Premises to as close as is practicable to their conditions immediately prior to the City's use of the Premises, at the City's sole cost and expense, all to the satisfaction of the Licensor, acting reasonably.
- Indemnity:** The City shall indemnify and save the Licensor harmless from and against all actions and claims brought against the Licensor, and all losses sustained by the Licensor, by reason of the Licence Agreement or the City's occupation of the Premises, except to the extent caused and/or contributed by the negligence or misconduct of the Licensor.
- Insurance:** The City shall, during and throughout the entire Term take out and keep in full force and effect the following insurance with the Licensor added as an additional insured:
- (i) Commercial general liability insurance on an occurrence basis with respect to any use and occupancy of or things on the Licensed Premises and with respect to the use and occupancy of any other part of the Land by the City or any of its servants, agents, employees, invitees, licensees, subtenants or sublicensees, contractors or persons for whom the City is in law responsible, with coverage for any occurrence of not less than Five Million Dollars (\$5,000,000.00) or such higher amount as the Licensor may reasonable require; and
 - (ii) Any other form of insurance as the Licensor, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent licensee would insure.
- Each of the Licensee's insurance policies shall contain:
- (i) An undertaking by the insured that no material change adverse to the Licensor or the City will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' prior written notice to the Licensor; and
 - (ii) A severability of interest clause and a cross-liability clause.
- Licence Fee:** The City hereby covenants to pay to the Licensor as a licence fee, the sum of One Thousand Dollars (\$1,000.00) per annum to be paid on the Commencement Date and every anniversary thereof (the "**Licence Fee**"), plus all applicable Sales Taxes, payable in advance on the first day of the Term.

Schedule "A" – Borehole Testing Location on IO Lands (bolded)



* NOTE: SKETCH NOT TO SCALE