

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

**Tracking No: 2015-201**

- 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:	Kendra FitzRandolph	Division:	Real Estate Services
Date Prepared:	September 1 <sup>st</sup> , 2015	Phone No.:	7-7160

**Purpose**  
To obtain approval to enter into a license agreement (the "Licence") with PCI Construction Group (the "Licensee") for approximately 1,400.00 square feet (130.06 square metres) of lands located at rear of 760 Dovercourt Road, Toronto (the "Licensed Premises"), commencing January 1<sup>st</sup>, 2015 and expiring August 31<sup>st</sup>, 2015 for use as a storage and staging area for construction work next door (772 Dovercourt Road), along with the non-exclusive access of the Licensed Premises from Dovercourt Road.

**Property**  
A portion of the lands municipally known as 760 Dovercourt Road located on the west side of the *property as shown on Schedule "A" aerial view and Schedule "B" site plan (see page 6)*. And non-exclusive access of the Licensed Premises from Dovercourt Road on to the lands located at rear of 760 Dovercourt Road.

- Actions**
1. Authority be granted to enter into the License with Licensee on the terms and conditions herein, and such other terms and conditions deemed appropriate by the Chief Corporate Officer ("CCO"), and in the form acceptable to the City Solicitor;
  2. The CCO or designate shall administer and manage the 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 matter to City Council for its determination and direction; and
  3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

**Financial Impact**  
The total revenue of this Licence is \$10,712.00 plus HST or a net monthly rate of \$1,339.00 plus HST.  
The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

**Comments**  
The Licensee is working to construct a second storey addition at 772 Dovercourt Road (a property abutting 760 Dovercourt Road) and has requested use of 1,400.00 square feet (130.06 square metres) situated at the rear of 760 Dovercourt Road, to provide temporary construction access staging, and temporary storage of construction materials. In addition the Licensee has requested non-exclusive personnel access to the Licensed Premises from Dovercourt Road.

**Terms**  
Real Estate Services ("RES") has negotiated an eight (8) month term with the Licence commencing January 1, 2015 and expiring August 31, 2015 with payments totalling to \$10,712.00 plus HST, being equivalent to a net monthly rate of \$1,339.00 plus HST.  
RES staff considers the proposed terms and conditions of the Licence to be fair and reasonable.

*Terms of the Licence can be found on page 4.*

<b>Property Details</b>	<b>Ward:</b>	18 – Davenport
	<b>Assessment Roll No.:</b>	1904 031 060 00850
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	400 square feet of area (130.06 square metres)
	<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 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. <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:	Ana Bailao					Councillor:				
Contact Name:	Braden Root-McCaig					Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other			
Comments:	Consent					Comments:				
Consultation with ABCDs										
Division:	Emergency Medical Services					Division:	Financial Planning/Business I & I Finance			
Contact Name:	Ralph Hole					Contact Name:	Anthony Ng			
Comments:	Consent					Comments:	Consent			
Legal Division Contact										
Contact Name:	Lisa Davies									
DAF Tracking No.: 2015-201					Date	Signature				
Recommended by: Wayne Duong, Manager Leasing & Site Management					Sept 1, 2015	Sgd.\ Wayne Duong				
<input type="checkbox"/>	Recommended by: Director of Real Estate Services				Sept 2, 2015	Sgd.\ Joe Casali				
<input checked="" type="checkbox"/>	Approved by: Joe Casali									
<input type="checkbox"/>	Approved by: Chief Corporate Officer					X				
	Josie Scioli									

**Terms**

Major terms and conditions of the proposed Agreement are as follows

**Licensor:**

City of Toronto ("City")

**Licensee:**

PCI Construction Group ("Licensee")

**Licensed Lands:**

A portion of the lands municipally known as 760 Dovercourt Road located on the west side of the property along with the non-exclusive personnel access of the Licensed Premises from Dovercourt Road. Lands as shown on Schedule "A" aerial view and Schedule "B" site plan page 6..

**Term:**

Commencing January 1, 2015 and Expiring on August 31, 2015.

**License Fee**

The Licensee shall pay the Licensor the License Fee ("Fee") totaling \$10,712.00 plus Harmonized Sales Tax ("HST") covering the eight (8) month term.

**Option to Extend**

The Licensee, provided that it is not then in default under the Licence shall have the option, to be exercised by notice in writing to the City given not less than one (1) month before the expiry of the Term, to renew the Licence for a further three (3) month period on the same terms and conditions contained in this Agreement.

**Early Termination:**

N/A

**Other:**

1. Licensee shall not operate, install use, repair or maintain any chattel or equipment on the Licensed Premises save and except as permitted under this Agreement
2. Licensee shall not use the Licensed Premises for any use, except what is expressed in the Licence.
3. Licensee shall not install on the Licensed Premises any sign, structure or improvement of any kind or carry out any alterations to the Licensed Premises
4. Licensee shall maintain a temporary 8 foot high fence with safety signage posted prominently around the Licensed Premises;
5. Licensee shall ensure that ambulance ingress and egress is not impeded at any time;
6. Licensee shall not block the main door at the southwest corner of the garage which is used for fire exit purposes;
7. Licensee shall ensure all outdoor parking spots which are not within the Licensed Premises are kept clear
8. Licensee shall ensure that a site foreperson is onsite during access to the Licensed Premises; and
9. Licensee shall provide all security and supervision required for the Licensed Premises at its sole cost and expense as the Licensee may require
10. Licensee shall provide EMS personnel on the site with notice five (5) days prior to accessing the Licensed Premises
11. Licensee shall expeditiously repair and remedy, at its own expense and to the satisfaction of the City Designate, all damage and injury incurred by the City's Representatives and any property owned by or under the care of the City's Representatives, caused by any exercise by the Licensee's Representatives of the Licensee's rights under this Agreement, or the use of any part of the Licensed Premises by the Licensee.
12. Licensee is responsible for any damages incurred on accessing licensed lands from Dovercourt Road
13. Licensee vehicles are limited to immediate vicinity around Licenced area and only for hoisting and delivering equipment and material. (See Schedule "C")

**Insurance:**

The licensee shall, prior to the start of any work, deliver to the landlord an original signed certificate of insurance evidencing that the Licensee has obtained a policy of insurance for the Work, providing Third party liability coverage in the amount not less than \$5,000,000.00 per occurrence.

**Realty taxes/ Additional fees and Maintenance:**

The Licensee shall promptly pay or cause to be paid all business taxes, rates and other taxes and assessments, of whatsoever kind or description but excluding realty taxes that may at any time during the Term be imposed or become due and payable upon or in respect of the use of the Licensed Premises by the Licensee.

### 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" Site Map



### Schedule "B" Site Plan

