

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

- 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:	Kathie Capizzano	Division:	Real Estate Services, Policy & Appraisal Serv.
Date Prepared:	September 25, 2015	Phone No.:	392-4825

<b>Purpose</b>	To obtain authority to enter into a license agreement with Toronto Waterfront Revitalization Corporation ("WT") for use of a portion of East Bayfront shown as Block 3 on the attached plan as a public parking lot and temporary use during Nuit Blanche.
<b>Property</b>	Part of the East Bayfront shown as Block 3 on a Plan of Subdivision 66M-2476 attached ("The Property").
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into a License Agreement (the "License Agreement") with WT to permit WT and its agents and invitees, including Nuit Blanche staff/volunteers and Standard Parking of Canada Ltd. ("Standard Parking") , to use the Property for a period of up to two (2) years, beginning on October 1, 2015, to allow for the use of the Property for public parking, and as a venue for an art piece for the Nuit Blanche, substantially on the terms and conditions outlined herein, and any other terms the Chief Corporate Officer may deem appropriate, and in a form satisfactory to the City Solicitor;</li> <li>The Chief Corporate Officer or her designate, administer and manage the License 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</li> <li>The appropriate City Officials be authorized and directed to take the action necessary to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>In accordance with procedure for waterfront land revenues outlined in Policy and Finance Committee Report 9, Clause 1, headed "Governance Structure for Toronto Waterfront Revitalization" adopted by Council at its meeting of November 30, December 1 and 2, 2004, the revenues derived from the sale or lease of City-owned lands in the Waterfront will be reinvested in waterfront revitalization through WT. The License Agreement will require WT to obtain market rate revenues for the public parking. WT shall provide documentary evidence satisfactory to the City of projected and actual market rate revenues at the time of entering into this Agreement and at all other times throughout the Term that the City may require. There will not be a charge for use of the land by Nuit Blanche as it is a City Initiative.</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>By approval of DAF2014-157 dated June 19, 2014, the City has been in a licence with WT, dated July 1, 2014 for use of the Property as a temporary parking facility for the fleet cars and staff for the Toronto 2015 Pan/Para Pan Am Games. Since the closing of the games, the parking lot has been vacant and fenced off to prevent illegal parking.</p> <p>As parking is in demand in the area, WT has requested to licence the Property for a public parking lot.</p> <p>WT was also contacted by the City's Economic Development &amp; Culture Division to use the site temporarily as part of the Nuit Blanche Art exhibit.</p> <p>WT conducted an RFP for the management of the parking lots along Queens Quay. Standard Parking was the successful proponent and is managing Block 2, the property adjacent to the subject land for Waterfront Toronto. The agreement between WT and Standard Parking had been amended to include this parcel. WT will be obtaining market rate revenues for the parking facility. Any monies WT receives will go towards the revitalization of the Waterfront and the City will receive credit in kind for that amount. There will not be a charge for use by Nuit Blanche as it is a City's initiative.</p> <p>George Brown College of Applied Arts and Technology ("GBC") has an Option to Lease on the Property. There is a Clause included in the agreement that states that if in the event that GBC exercises its option to lease the Block 3 Lands, the Term shall automatically terminate on the date that the option is exercised by GBC (unless the parties mutually agree in writing to such later date provided that such later date shall not interfere with the rights of GBC to the Block 3 Lands).</p> <p>The Director, Waterfront Secretariat has been consulted and has approved this transaction.</p>

<b>Terms</b>	<p><b><u>Property:</u></b> Block 3 on Plan of Subdivision 66M-2476 attached</p> <p><b><u>Licensee:</u></b> Waterfront Toronto</p> <p><b><u>Use:</u></b> Public Parking Temporary use for Nuit Blanche</p> <p><b><u>Term:</u></b> 2 years after commencement date</p> <p><b><u>Early Termination:</u></b> The License Agreement may be terminated at any time by either party giving not less than 3 months' notice to the other party.</p> <p><b><u>George Brown College Clause:</u></b> In the event that The George Brown College of Applied Arts and Technology exercises its option to lease the Block 3 Lands, the Term shall automatically terminate on the date that the option is exercised by The George Brown College of Applied Arts and Technology (unless the parties mutually agree in writing to such later date provided that such later date shall not interfere with the rights of The George Brown College of Applied Arts to the Block 3 Lands).</p> <p><b><u>Licence Fee:</u></b> WT shall provide documentary evidence satisfactory to the City of projected and actual market rate revenues at the time of entering into this Agreement and at all other times throughout the Term that the City may require, within 5 days of demand.</p> <p><b><u>Payment of Costs:</u></b> The Licensee shall be responsible, at its sole expense, for all costs associated with the Property including but not limited to all taxes, utilities, maintenance, repairs, and restoration of the Property from the time of execution of the License Agreement and at all times throughout the Term thereof.</p> <p><b><u>Insurance:</u></b> The Licensee shall obtain and maintain Comprehensive General Liability, in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, with the City of Toronto as additional insured.</p> <p><b><u>Indemnification:</u></b> The Licensee shall hold the City harmless from any and all loss, costs, damages, claims, etc. directly arising out of or resulting from the occupation or use of the Property throughout the Term.</p>	
<b>Property Details</b>	<b>Ward:</b>	28 – Toronto Centre Rosedale
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	irregular
	<b>Approximate Area:</b>	2,607.76 square metres
	<b>Other Information:</b>	

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 &amp; Parks &amp; 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><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 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 &amp; 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><b>Delegated to a less senior position.</b></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:	Councillor McConnell					Councillor:									
Contact Name:	Tom Davidson					Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:						Comments:									
Consultation with ABCDs															
Division:	Waterfront Secretariat					Division:	Financial Planning/ Business I& I Finance								
Contact Name:	Jayne Naiman					Contact Name:	Filisha Mohamed								
Comments:	concurs					Comments:	concurs								
Legal Division Contact															
Contact Name:	Kathleen Kennedy														
DAF Tracking No.: 2015-225					Date		Signature								
Recommended by: Manager					Sep 25, 2015		Brian Varner								
<input type="checkbox"/>	Recommended by: Director of Real Estate Services				Sep 25, 2015		Joe Casali								
<input checked="" type="checkbox"/>	Approved by: Joe Casali														
<input type="checkbox"/>	Approved by: Chief Corporate Officer						X								
	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.

