

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

TRACKING NO.: 2016-021

<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> 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:	April 6, 2016	Phone No.:	416-392-1166
Purpose	To obtain authority to enter into a licence agreement (the "Agreement") with the Wellesley Residences Corp. (the "Licensee") to allow shoring, tie-backs and flying forms on portions of 56 Wellesley Street East, the Paul Kane House Parkette (the "Licensed Lands" as shown on Schedule "A"), to facilitate construction of the Licensee's nearby condominium.		
Property	The shoring and tie-backs subsurface area is approximately 3,843 square feet (as shown on Schedule "B") and the flying forms area is approximately 581 square feet (as shown on Schedule "C"). The Licensed Lands are a portion of lands municipally known as 56 Wellesley Street East.		
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Agreement with the Licensee for the Licensed Lands, substantially on the terms and conditions set out below and on any other amended terms and conditions as may be determined by the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor; 2. The CCO or his or her designate shall administer and manage the Licence, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the CCO may, at any time, refer consideration of such matters (including their content) 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	<p>The City will receive compensation from the Licensee, pursuant to the Agreement, of a one-time licence fee of \$149,000.92 (plus HST).</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>The Licensee requested permission to use the Licensed Lands for shoring, tie-backs and flying forms to facilitate construction of its nearby condominium at 50 Wellesley Street East. The Agreement will be for two (2) years and six and a half (6.5) months, commencing April 15, 2016 and terminating on October 31, 2018. The shoring and tie-backs will commence April 15, 2016, and must be completed January 14, 2018, and the flying forms will commence approximately September 1, 2016, and must be completed October 31, 2018 when the Agreement expires.</p> <p>Flying forms consists of raising construction forms by crane from the Licensed Lands. Flying forms will be done for approximately 3-4 hours once per week and the Licensed Lands will be fenced off to ensure pedestrian safety.</p> <p>The Licensed Lands are within Facilities and Real Estate jurisdiction and under operational management by Parks, Forestry and Recreation who have consented to the Agreement. The Paul Kane House is leased to the Church-Isabella Residents Co-Operative Inc. who will enter into its own agreement for shoring and tie-backs under its building, and separate authority (via DAF 2016-020) will be sought for the City's consent as landlord to the agreement.</p> <p>Real Estate Services staff consider the proposed Agreement to be fair and reasonable to both parties.</p>		
Terms	Major Terms and Conditions are contained on page 4.		
Property Details	Ward:	27 – Toronto Centre-Rosedale	
	Assessment Roll No.:	1904068290034000000	
	Approximate Size:	Irregular	
	Approximate Area:	3,843 square feet (357 square metres) of subsurface area and 581 square feet (54 square metres) of surface area	
	Other Information:	Parkette	

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 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 & 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:		
<p><input type="checkbox"/> 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</p> <p><input type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation.</p> <p><input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him.</p>		
Chief Corporate Officer also has approval authority for:		
<p><input type="checkbox"/> Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.</p>		

Consultation with Councillor(s)															
Councillor:	Councillor Kristyn Wong-Tam					Councillor:									
Contact Name:	Tristan A. Downe-Dewdney					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Proceed					Comments:									
Consultation with ABCDs															
Division:	PF&R					Division:	Financial Planning								
Contact Name:	Patrick McCabe					Contact Name:	Filisha Mohammed								
Comments:	Proceed					Comments:	Reviewed and concurs								
Legal Division Contact															
Contact Name:	Lisa Strucken														
DAF Tracking No.: 2016-021					Date		Signature								
Recommended by: Manager, Wayne Duong					Apr/6/2016		Sgd.\ Wayne Duong								
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali				Apr/6/2016		Sgd.\ Joe Casali								
<input checked="" type="checkbox"/>	Approved by:														
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Scioli						X								

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.

Major Terms and Conditions

Licensor:

City of Toronto.

Licensee:

Wellesley Residences Corp.

Licensed Lands:

3,843 square feet (357 square metres) of subsurface area and 582 square feet (54 square metres) of surface area

Licence Fee:

\$149,000 plus HST.

Use and Conditions of Use:

Shoring, tie-backs and flying of construction forms.

Term:

One year and Nine Months, commencing April 15, 2016 and terminating October 31, 2018.

Renewal:

None.

Engineering Drawings:

The Licensee will provide the City with as-built final drawings, surveys, records and a post-construction report identifying the locations and dimensions of the Tie-Backs, certified by the engineer of record with respect thereto.

Restoration:

Before partial surrender or termination of this Agreement, the Licensee shall conduct an inspection of the City Lands with Parks, Forestry & Recreation staff and review the conditions to ensure the City owned lands have been adequately restored. The City Lands are to be restored to a condition that is in compliance with this Agreement before the Letter of Credit will be returned to the Licensee.

Insurance:

Maintain comprehensive general liability insurance in an amount not less than \$10,000,000 per occurrence.

Letter of Credit:

\$30,000.00 as security in the event that the Licensee defaults in its obligations

Shoring and Tie-Back Plans:

Isherwood Geotechnical Engineer Drawing, Excavation Shoring, Plan, Notes and Details, SH1, May 21, 2015 (Schedule "B")

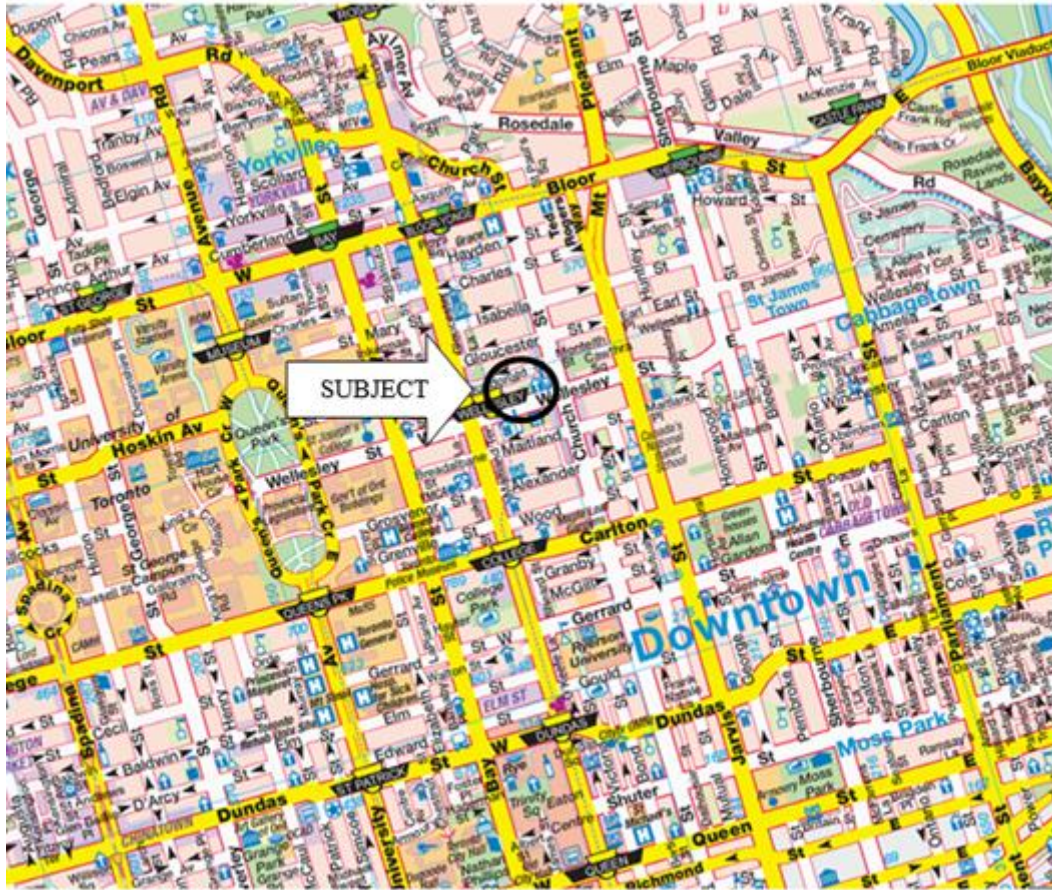
Flying Form Plans:

Quadrangle Architectural Drawing, Ground Floor Plan, A 201.S, July 24, 2015 (Schedule "C")

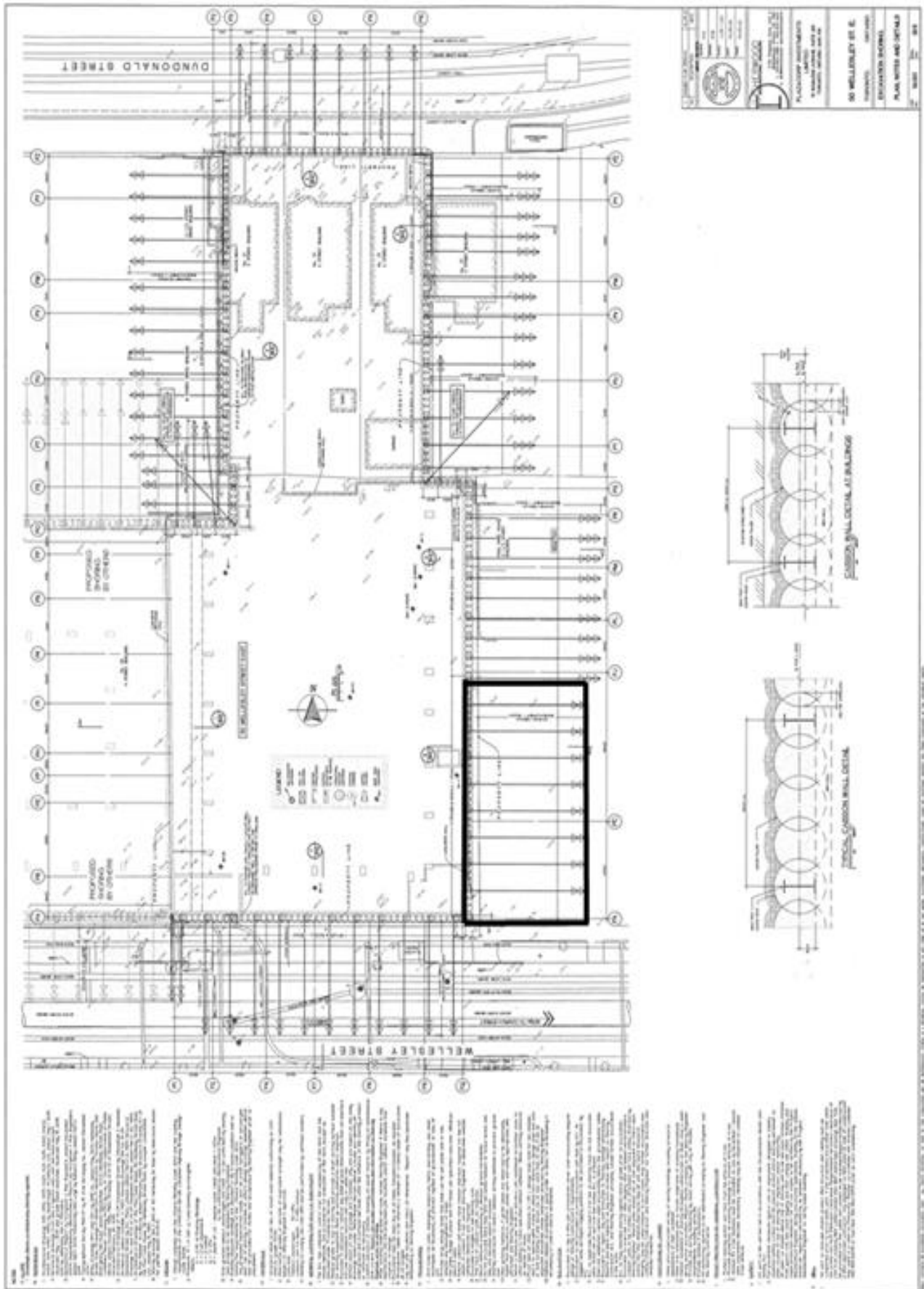
Indemnity:

The Licensee shall fully release and indemnify the City of Toronto against all actions, causes of actions, claims, demands under and in connection with the Workplace Safety and Insurance Act and the Environmental Protection Act. The Licensee shall waive and forever discharge the City of any claims in respect of death, injury, loss or damage to the person or any property of the Licensee or others howsoever caused arising or to arise by authorizing this Agreement.

Schedule "A" – Location of Licensed Lands



Schedule "B" – Shoring Plan, Location of Tie-Backs (Outlined)



Schedule "C" – Ground Floor Plans, Flying Form Area (Outlined)

