

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

TRACKING NO.: 2016-178

<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 (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 (Confirmatory By-Law No. 1234-2013, enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014).			
<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:	Simona Rasanu	Division:	Real Estate Services
Date Prepared:	August 3, 2016	Phone No.:	416-397-7682
Purpose	<p>To obtain authority for the City of Toronto as licensee (the "City") to enter into a licence agreement (the "Licence") with Rogers Communications Inc. (the "Licensor"), for the use of a portion of the Licensor's property at 10 Dyas Road (the "Property"), to facilitate a paving replacement project at the City-owned property at 2 Dyas Road (the "City Lands"). The Licence shall provide rights to i) use a 30 inch strip of land along the property-line between the Property and the City Lands for the purpose of constructing and installing new curbs (the "Construction Area"); and ii) to use the north side of the Property by Toronto Police Services vehicles as an exit point to relieve the congestion and improve traffic flow (the "Egress Route").</p>		
Property	<p>Portions of the "Property as shown on Appendix "B" (the "Licensed Lands")</p>		
Actions	<ol style="list-style-type: none"> 1. Authority is granted for the City to enter into the License with the Licensor for the use of the Licensed Lands, subject to the terms and conditions outlined herein, and on such other or amended terms as may be satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor; 2. The Chief Corporate Officer or designate shall administer and manage the Licence, including the provision of any amendments, consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter 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	<p>The City will pay a nominal fee of \$1.00.</p>		
Comments	<p>The City is undertaking a series of site improvement capital projects (the "Projects") at the City Lands, which lands are managed by Facilities Management division and operated by Toronto Police Services ("TPS"). The Projects will be undertaken between August 15, 2016 and December 31, 2016.</p> <p>One of the Projects is a pavement rehabilitation project that will involve replacing the City's concrete curb abutting the east side of the Property with a new raised concrete curb that will create a new physical barrier between the Property and the City Lands. This shall take place on the Construction Area.</p> <p>To facilitate this, the City's contractor will need to infringe onto the Property and excavate approximately 12 inches from the edge of the existing curb line dividing the two properties. A further area extending approximately 18 inches will function as a construction zone and will be barricaded by a construction fence. Therefore the total infringement width from the existing curb will be approximately 30 inches.</p> <p>The Licensor currently uses the east side of the Property as a one-way drivelane. The City has advised the Licensor that the Projects will not interfere with the ability of the Licensor and its employees to use the drivelane in the usual manner.</p> <p>As a result of the Projects, TPS parking on the City Lands will be displaced and the City will secure off-site parking to accommodate this displacement. The Licensor has agreed to assist with the traffic flow problems expected to be created on the west side of the City Lands as a result of the Projects by agreeing to allow TPS vehicles to use the north portion of the Property, the Egress Route, as an exit route to Dyas Road for the duration of the term.</p>		
Terms	<p>Please see page 4 – Appendix "A": Summary of Terms & Conditions</p>		
Property Details	Ward:	34 – Don Valley East	

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) – July 11, 2016										
Councillor:	Denzil Minnan-Wong					Councillor:				
Contact Name:	Anna Milner					Contact Name:				
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:						Comments:				
Consultation with ABCDs										
Division:	Facilities Management					Division:				
Contact Name:	Douglas Geldart/Frank Molinari					Contact Name:				
Comments:	Comments have been incorporated					Comments:				
Legal Division Contact										
Contact Name:	Maria Vlahos									
DAF Tracking No.: 2016-178			Date			Signature				
Recommended by:	Manager		Aug/4/2016			Sgd.\ Wayne Duong				
<input type="checkbox"/>	Recommended by: Director of Real Estate Services		Aug/12/2016			Sgd.\ Joe Casali				
<input checked="" type="checkbox"/>	Approved by: Joe Casali									
<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.

Appendix "A": Summary of Terms & Conditions

Licensor: Rogers Communications Inc.

Licensee: City of Toronto

Property: Portions of 10 Dyas Road as shown on Appendix "B".

Use: temporary access to construct and install new curbs along the property line between the Property and the City lands, and egress rights to the north site of the Property by TPS vehicles to relieve congestion expected as a result of the Projects.

Term: August 15, 2016 until December 31, 2016, inclusive.

Options to Extend: 2 options of 1 week each upon giving 48 hours written notice to the Licensor.

Licence Fee: Nominal consideration of \$1.00.

Early Termination: Should the City fail to cure any default of the Licence within 3 business days' notice by the Licensor, the Licensor may terminate the Licence upon providing at least one (1) week written notice to the City. The City also has the right to terminate the Licence upon providing two (2) business days written notice to the Licensor.

Insurance: The City's General Contractor responsible for performing the work related to the Projects must have the following types of insurance and provide copies to the Licensor prior to the start of the term:

- i) Commercial General Liability insurance of \$5 million per occurrence naming the Licensor as an additional insured
- ii) All Risk Property Insurance (Builder's Risk or Installation Floater)
- iii) Automobile Liability Insurance not less than \$2 million per occurrence
- iv) Contractor's Equipment Insurance
- v) Contractor's Pollution Liability Insurance of \$2 million per claim limit

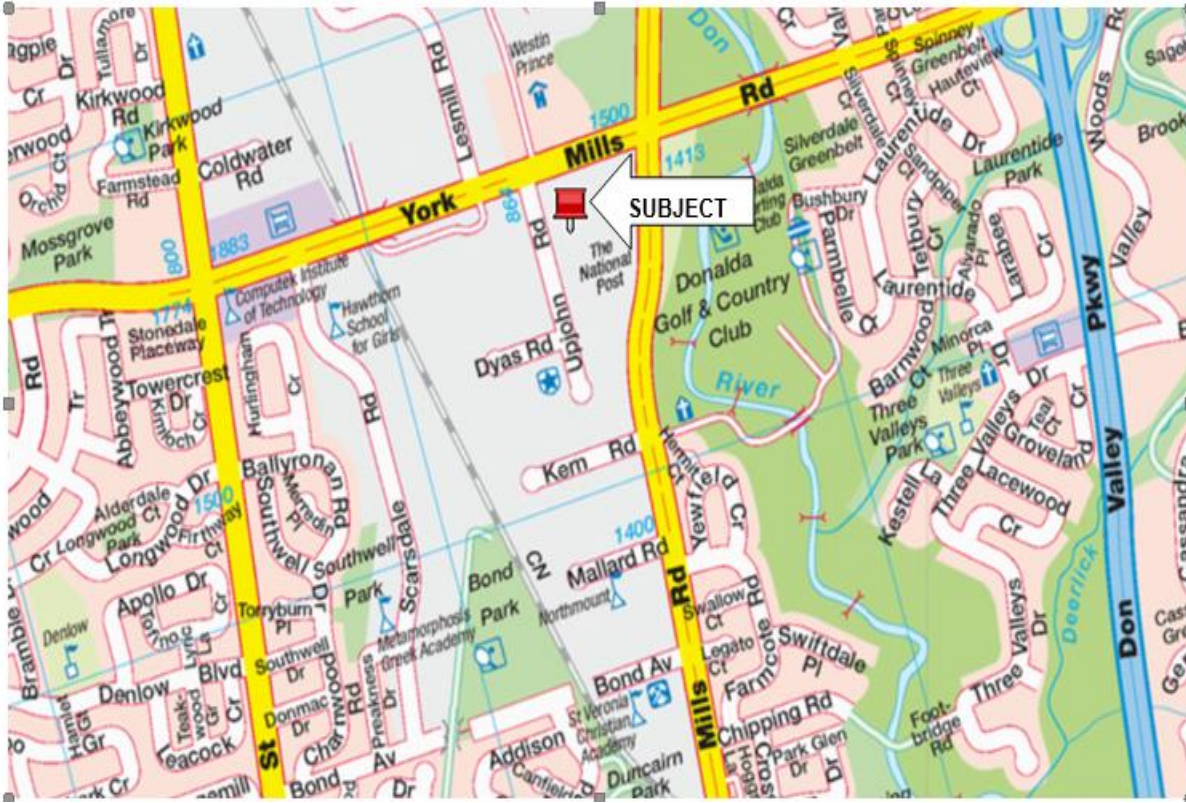
Release and Indemnity

The City will indemnify the Licensor from and against all costs, expenses, claims, and demands brought against the Licensor arising from the work carried out by the City upon the Licensed Lands, except to the extent caused by the negligence or willful misconduct of the Licensor. The City shall discharge any liens, including construction liens resulting from the City's work and registered against title to the Property.

Other Terms

- i) The City will provide the Licensor pre- and post-construction drawings illustrating the Property, providing the Licensor acknowledges the drawings are not legal surveys.

Appendix "B": Location Map and Sketch



Source: MapArt

