

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

TRACKING NO.: 2016-066

☒ 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:	July 5, 2016	Phone No.:	(416) 392-1166
<b>Purpose</b>	To obtain authority for the City of Toronto (the " <b>City</b> ") to enter into a licence agreement (the " <b>Agreement</b> ") with Alliance Verdi Civil Inc. (the " <b>Licensee</b> ") for use of certain lands owned by the Toronto and Region Conservation Authority (the "TRCA") and managed by the City (the " <b>Licensed Lands</b> "), for the purpose of access, construction staging, and storage of construction vehicles and equipment (the " <b>Licensee's Use</b> ") in order to facilitate the redevelopment of portions of the 401 Highway.		
<b>Property</b>	The Licensed Lands are approximately 5,048 square feet in area, located south of the 401 Highway and north of the Humber River, as shown on the map attached as Schedule " <b>A</b> ", and in bold outline on the attached Schedule " <b>B</b> ".		
<b>Actions</b>	<ol style="list-style-type: none"> <li>Authority is granted for the City to enter into the Agreement with the Licensee to grant the Licensee and its designated contractor a licence for the Licensee's Use on the Licensed Lands for a term of one (1) year and seven (7) months, commencing July 20, 2016 and ending on February 19, 2018 (the "<b>Term</b>").</li> <li>The Chief Corporate Officer, or her successor or designate, shall administer and manage the 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.</li> <li>The appropriate City Officials are authorized and directed to take whatever action is necessary to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	<p>The Licensee shall pay to the City a licence fee of \$12,162.53 plus HST and any other taxes for the full Term of the Agreement. In addition, the Licensee shall pay all costs and expenditures associated with the Licensed Lands and the Licensee's use and occupancy thereof.</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>Pursuant to a Memorandum of Agreement between the Metropolitan Toronto and Region Conservation Authority and the Municipality of Metropolitan Toronto dated June 14, 1961, the TRCA-owned Licensed Lands are managed by the City. TRCA has been consulted and has approved the Agreement with the Licensee (the Ministry of Transportation's contractor) to facilitate redevelopment portions of the 401 Highway over the Humber River. Parks, Forestry and Recreation ("PF&amp;R") and Transportation Services have also been consulted and have approved the Agreement, including the restoration and redevelopment of the Licensed Lands (as detailed in Schedule "<b>C</b>") to be carried out by the Licensee prior to the expiry of the Term. The Licensee will maintain the Licensed Lands for two years after completion of said restoration work.</p> <p>The Licensee's Use will require the closure of the cycling path that runs underneath the 401 Highway for the Term of the Agreement. A re-routing plan for the cycling path has been prepared by the Licensee, and has been approved by Transportation Services and PF&amp;R. Signage regarding the re-routed cycling path will be posted for the duration of the Agreement. The Licensee is also using lands owned by the City for the redevelopment project as authorized by DAF 2016-066.</p>		
<b>Terms</b>	Major terms and conditions of the Agreement are set out on Page 4.		
<b>Property Details</b>	<b>Ward:</b>	11 – York South – West	
	<b>Assessment Roll No.:</b>	1919-04-1-010-00400	
	<b>Approximate Size:</b>	Irregular	
	<b>Approximate Area:</b>	5,048 square feet	
	<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:	Frances Nunziata					Councillor:			
Contact Name:						Contact Name:			
Contacted by:		Phone	x	E-Mail		Memo		Other	
Comments:	Consented					Comments:			
Consultation with ABCDs									
Division:	Toronto Water/PF&R/Transportation/TRCA					Division:	Financial Planning		
Contact Name:	Lawson Oates/Helen Sousa/Jennifer Hyland					Contact Name:	Filisha Mohammed		
Comments:	Comments incorporated					Comments:	Consented		
Legal Division Contact									
Contact Name:	Nicole See-Too								
DAF Tracking No.: 2016-066					Date		Signature		
Recommended by: Wayne Duong, Manager of L&SM					July 11, 2016		Sgd./Wayne Duong		
<input type="checkbox"/> Recommended by: <b>Director of Real Estate Services</b> <input checked="" type="checkbox"/> Approved by: <b>Joe Casali</b>					July 12, 2016		Sgd./Joe Casali		
<input type="checkbox"/> Approved by: <b>Chief Corporate Officer</b> <b>Josie Scioli</b>							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

**Owner of the Licensed Lands:**

Toronto and Region Conservation Authority

**Manager of the Licensed Lands:**

City of Toronto

**Licensee:**

Alliance Verdi Civil Inc.

**Licensed Lands:**

Part of Lot 25, Concession B (aka Concession C) fronting the Humber, designated as Parts 15, 16, and 17 on Plan 64R-11420, subject to EB282382, TB586406, Etobicoke, City of Toronto, being all of PIN 07373-0009 (LT)

**Licensed Area:**

5,048 square feet

**Term:**

1 year and 7 months, commencing July 20, 2016 and ending on February 19, 2018.

**Early Termination:**

The Licensee and the City each have the right to terminate the Agreement upon 30 days' written notice.

**Licence Fee:**

\$12,162.53 plus HST for the Term. If the Term ends before January 31, 2018, the Licensee shall receive a partial refund of the Licence Fee. In addition to the Licence Fee, the Licensee shall be responsible for all costs and expenses related to the Licensed Lands and the Licensee's use and occupancy thereof.

**Use:**

The Licensee shall use the Licensed Lands on a non-exclusive basis for the purposes of access, construction staging, and storage of construction vehicles and construction equipment and materials, as necessary in order to facilitate the Licensee's redevelopment of portions of Highway 401. The Licensee shall ensure that nothing is done or kept on the Licensed Lands that may affect the integrity of the City-owned sewer lying beneath the Licensed Lands.

**Indemnity:**

The Licensee shall fully release and indemnify the City against any and all claims which may be brought against the City in respect of any loss, damage, or injury arising out of the Licensee's exercise of the licence, or the Licensee's use or occupation of the Licensed Lands.

**Restoration:**

Upon expiry or termination of the Agreement, the Licensee shall, at its sole cost, restore the Licensed Lands in accordance with the plans attached as Schedule "C", including by reconstructing the Humber River Trail in a new alignment, and planting trees and shrubs. The Licensee shall maintain the Licensed Lands for a period of two (2) years after the completion of said restoration work.

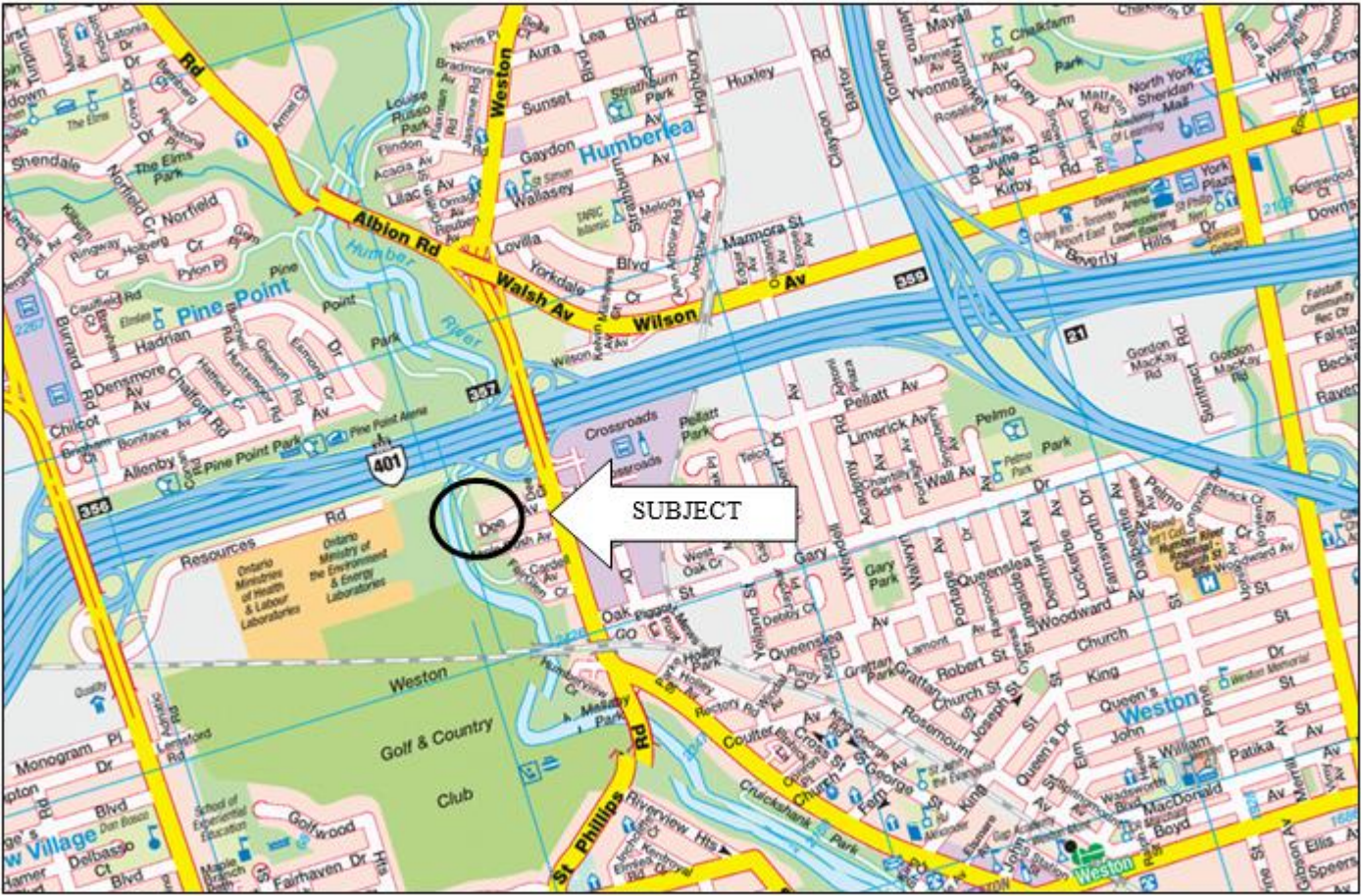
**Insurance:**

The Licensee shall provide \$5,000,000 commercial general liability insurance, contractor's pollution liability insurance with a minimal limit of \$1,000,000, and \$2,000,000 standard automobile liability insurance before the commencement of any works on the Licensed Lands.

**Inspections and Access:**

The City and the TRCA shall both be permitted to access and to carry out inspections of the Licensed Lands to ensure compliance with the terms of the Agreement as the City or the TRCA deems reasonably necessary, and without notice to the Licensee.

Schedule "A" – Location of Licensed Lands

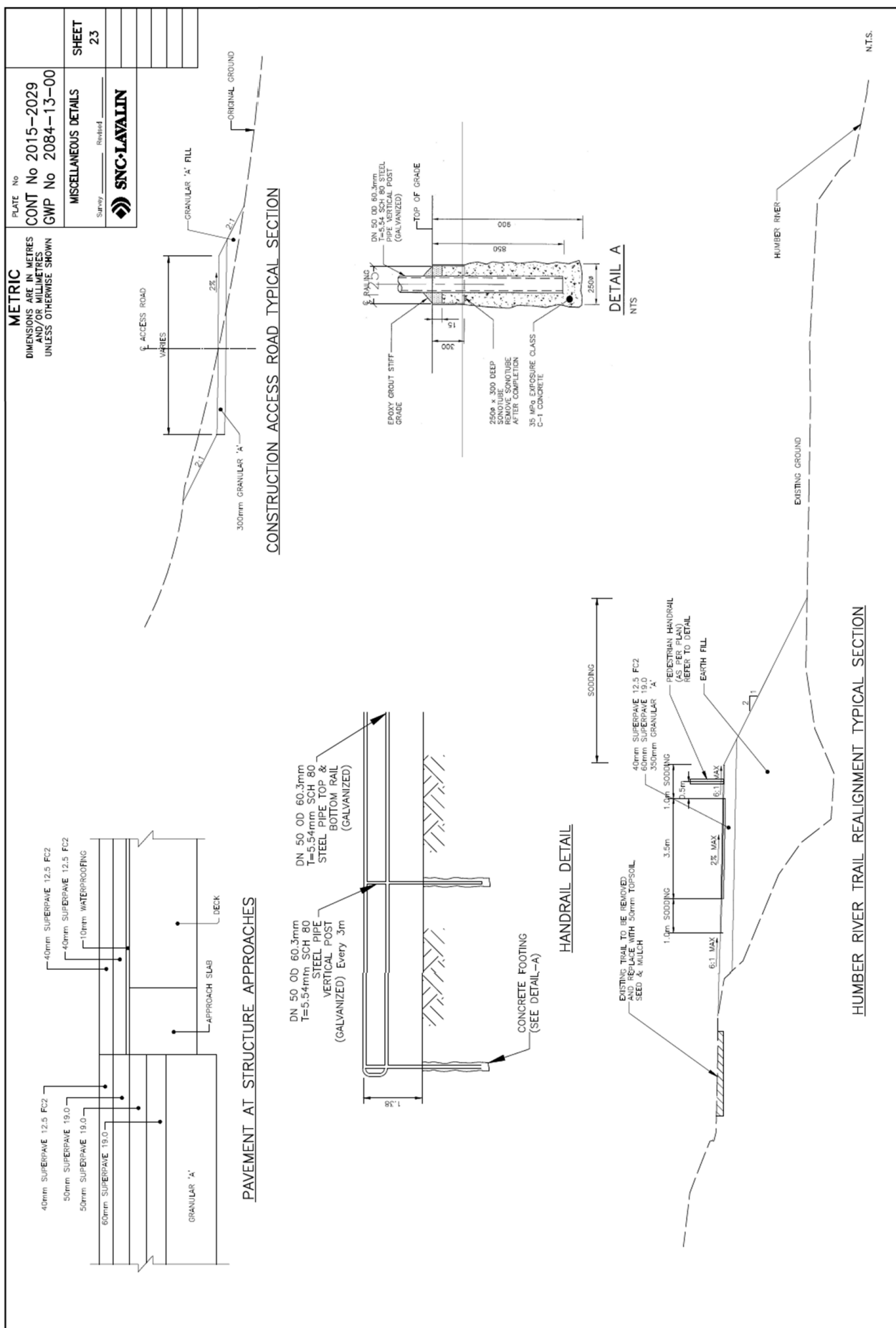




## Schedule "B" – Licensed Lands (outlined)

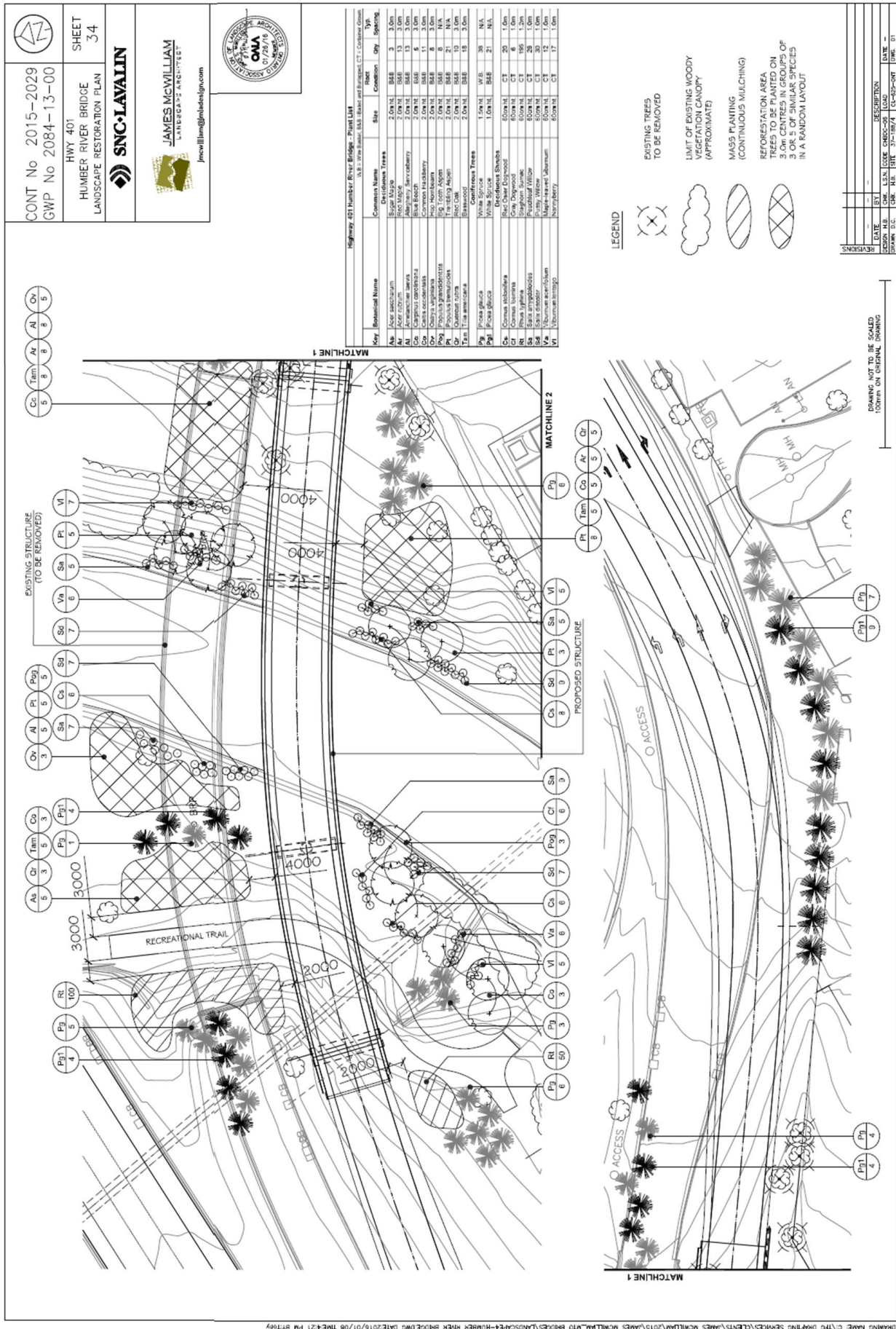








## Schedule "C" – Restoration Plans (3/4)



## Schedule "C" – Restoration Plans (4/4)

