

DELEGATED APPROVAL FORM CHIEF CORPORATE OFFICER DIRECTOR OF REAL ESTATE SERVICES

TRACKING NO.: 2016-065

☒ 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 4, 2016	Phone No.:	(416) 392-1166
Purpose	To obtain authority for the City of Toronto (the " City ") to enter into a licence agreement (the " Agreement ") with Alliance Verdi Civil Inc. (the " Licensee ") for use of portions of the land municipally known as 30 Dee Avenue (the " Licensed Lands ") for the purpose of construction staging, storage of vehicles and equipment, and construction of an access road (the " Licensee's Use "), in order to facilitate the redevelopment of portions of the 401 Highway.		
Property	The Licensed Lands are approximately 21,323 square feet in area, known municipally as 30 Dee Avenue, as shown on the location map attached as Schedule " A ", and in bold outline on the attached Schedule " B ".		
Actions	<ol style="list-style-type: none"> 1. 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 "Term"). 2. 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. 3. The appropriate City Officials are authorized and directed to take whatever action is necessary to give effect thereto. 		
Financial Impact	<p>The Licensee shall pay to the City a licence fee of \$51,375.10 plus HST and any other taxes, excluding realty taxes, for the full Term of the Agreement. If the Term ends before January 31, 2018, the Licensee shall receive a proportionate refund of the licence fee. 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 & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	The Licensee is the Ministry of Transportation's contractor that is responsible for all works related to the redevelopment the portion of the 401 Highway over the Humber River. The Licensed Lands contain a Toronto Water testing laboratory. Toronto Water has been consulted and has no issue with the Agreement. The Agreement will require the construction of an access road to the proposed staging area (as shown in Schedule " B "). The Licensee will restore the Licensed Lands as detailed in Schedule " C " prior to the expiry of the Term. The Licensee will maintain the Licensed Lands for two (2) years after completion of said restoration work. The Licensee is also using lands owned by Toronto and Region Conservation Authority (the "TRCA") and managed by the City for the redevelopment project as authorized by DAF 2016-066.		
Terms	<p>Major terms and conditions of the Agreement include:</p> <ul style="list-style-type: none"> • Term of one (1) and seven (7) months commencing July 20, 2016 and ending on February 19, 2018. • The Licensee and the City each have the right to terminate the Agreement upon 30 days' written notice. • The Licensee shall set up and operate a vibration monitor point on the building on the Licensed Lands. • The Licensee shall not store on the Licensed Lands anything of a dangerous, noxious, offensive or hazardous nature. • 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. • 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", and the Licensee shall maintain the Licensed Lands for a period of two (2) years after the completion of said restoration work. • The Licensee shall fully release and indemnify the City from and against all liability in connection with 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. 		
Property Details	Ward:	11 – York South – West	
	Assessment Roll No.:	1908-02-3-740-01100	
	Approximate Size:	Irregular	
	Approximate Area:	21,323 square feet	
	Other Information:		

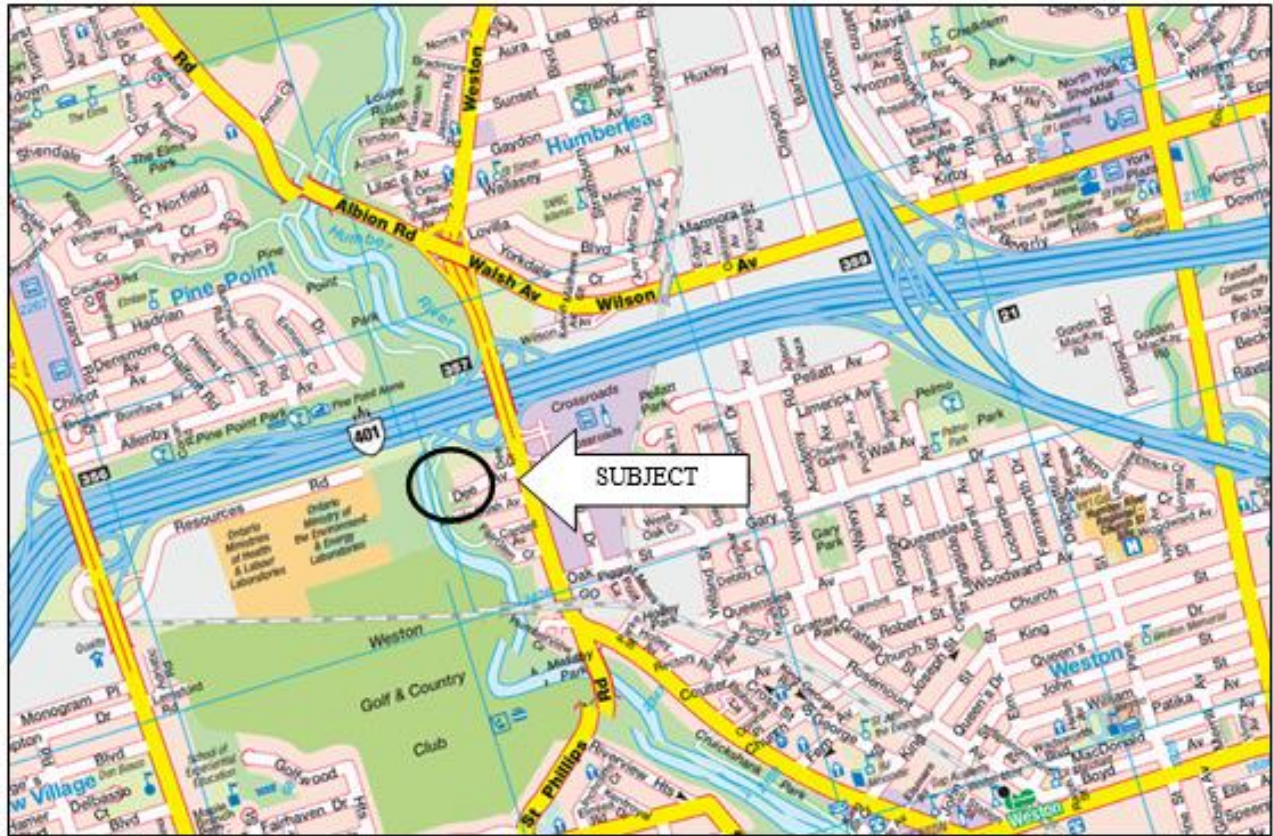
A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<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:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<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:	Delegated to a more senior position.	<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. Delegated to a less senior position.
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:		
<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. <input type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation. <input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him.		
Chief Corporate Officer also has approval authority for:		
<input type="checkbox"/> 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	E-Mail	Memo	Other		Contacted by:	Phone	E-mail	Memo	Other
Comments:	Consented					Comments:				
Consultation with ABCDs										
Division:	Toronto Water/PF&R/Transportation					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.: 2016-065					Date		Signature			
Recommended by: Wayne Duong, Manager of L&SM					July 11, 2016		Sgd./Wayne Duong			
<input type="checkbox"/>	Recommended by: Director of Real Estate Services				July 13, 2016		Sgd./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.

Schedule "A" – Location of Licensed Lands

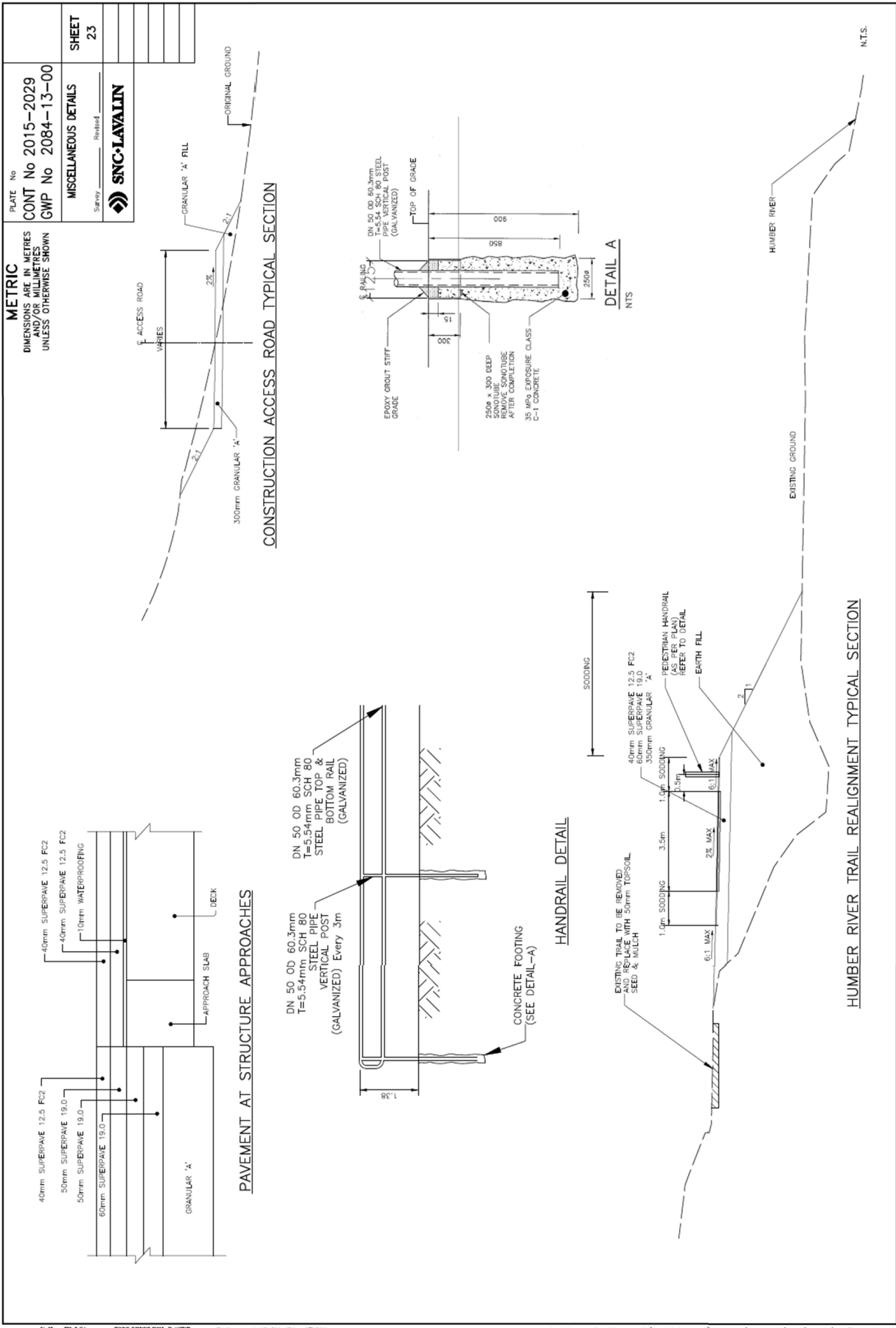


Schedule "B"

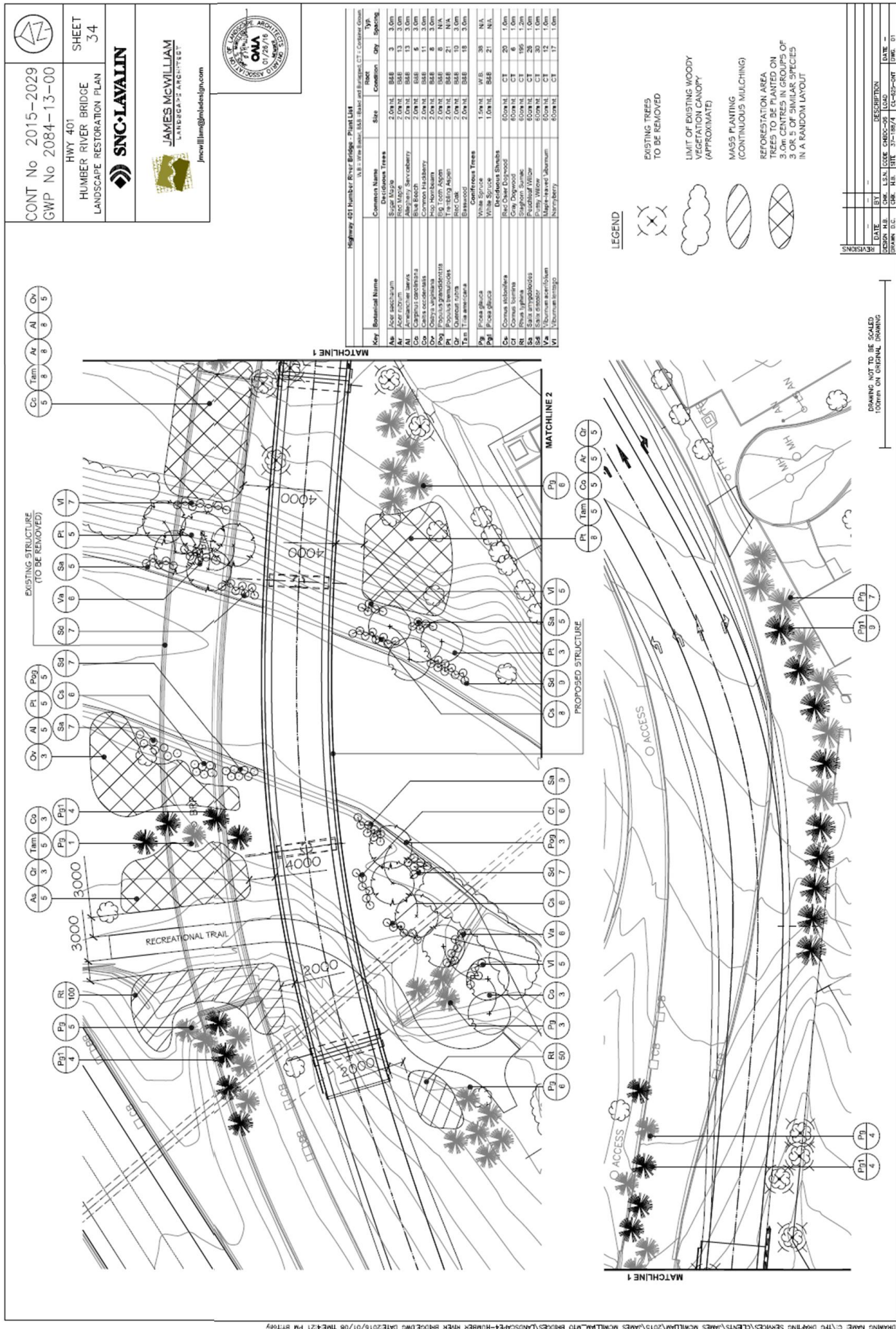
Licensed Lands (outlined)



Schedule "C" – Restoration Plans (2/4)



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



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

