

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

TRACKING NO.: 2016- 026

<input checked="" type="checkbox"/> Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled " <b>Delegation of Authority in Certain Real Estate Matters</b> " 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 " <b>Minor Amendments to Delegation of Authority in Certain Real Estate Matters</b> " 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 " <b>Union Station Revitalization Implementation and Head Lessee Selection</b> " 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:	Kendra FitzRandolph	Division:	Real Estate Services
Date Prepared:	February 8 <sup>th</sup> , 2016	Phone No.:	416-397-7160
<b>Purpose</b>	To obtain authority to enter into a Licence Extension Agreement (the "Agreement") with Toronto Hydro (the "Licencee") for a further term of ten (10) years for approximately 1,578.00 square feet (146.60 square metres) of land adjacent to the Roding Community Centre for the purpose of operation and maintenance of pad-mounted Community Energy Storage Units.		
<b>Property</b>	Certain portions of the lands municipally known as 600 Roding Street in North York (the "Licensed Area") adjacent to the east wall of the Roding Community Centre, as more particularly shown on page four (4) Appendix "A" Site Location Map and page five (5) Appendix "B" Energy Storage Unit Details		
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted for the City to extend the existing Licence Agreement (the "Agreement") with Toronto Hydro (the "Licencee") for the purpose of operation and maintenance of pad-mounted Community Energy Storage Units for a term of ten (10) years, on the same terms and conditions outlined in the Agreement except as to licence fees and the new obligation for landscaping and on such other terms and conditions as may be satisfactory to the Chief Corporate Officer (CCO) and in a form acceptable to the City Solicitor commencing November 1, 2015 and expiring October 31, 2025.</li> <li>2. The CCO or his or her designate shall administer and manage the Agreement, including the provision of any consents, approvals, waivers, notices, and notice of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; and,</li> <li>3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto</li> </ol>		
<b>Financial Impact</b>	<p>The approval of this extension agreement will generate revenue to the City of Toronto totalling \$57,888.00 plus applicable taxes over a ten (10) year period with \$5,049.60 in the first year; \$5,201.09 in the second year; \$5,357.12 in the third year; \$5,517.83 in the fourth year \$5,683.37 in the fifth year; \$5,853.87 in the sixth year; \$6,029.49 in the seventh year; \$6,210.37 in the eighth year; \$6,396.68 in the ninth year; and \$6,588.58 in the tenth year. In addition, the Licencee shall pay to the Landlord an administration fee of \$482.20 plus HST payable at the time of execution of this Licence, as payment for the City's administration costs in the preparation of this licence. The Licencee is responsible at its sole expense, for all operating costs related to the use of the Licensed Area by the Licencee including the cost of all repairs, maintenance including but not limited to any reparations to any City owned property and improvements thereon caused by any exercise of the Licencee.</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>	Authorized by DAF# 2012-06, the original agreement (the "Original Agreement") was granted for a term of three (3) years commencing on November 1, 2012 at a rental rate of \$14,400.00 for balance of the term ending October 31, 2015 (\$4,800.00 on an annual basis) plus applicable taxes to extend a Licence Agreement with the Licencee for the right to install, maintain and monitor pad-mounted Community Energy Storage Units adjacent to the Roding Community Centre. The Licencee has requested an extension for a further ten (10) years. The proposed renewal will commence November 1, 2015 and expire October 31, 2025.		
<b>Terms</b>	Major Terms and Conditions of the Agreement are attached hereto (Refer to Appendix "D" on page seven (7))		
<b>Property Details</b>	<b>Ward:</b>	09 – York Centre	
	<b>Assessment Roll No.:</b>	N/A	
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	1,578.00 square feet (146.601 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:**

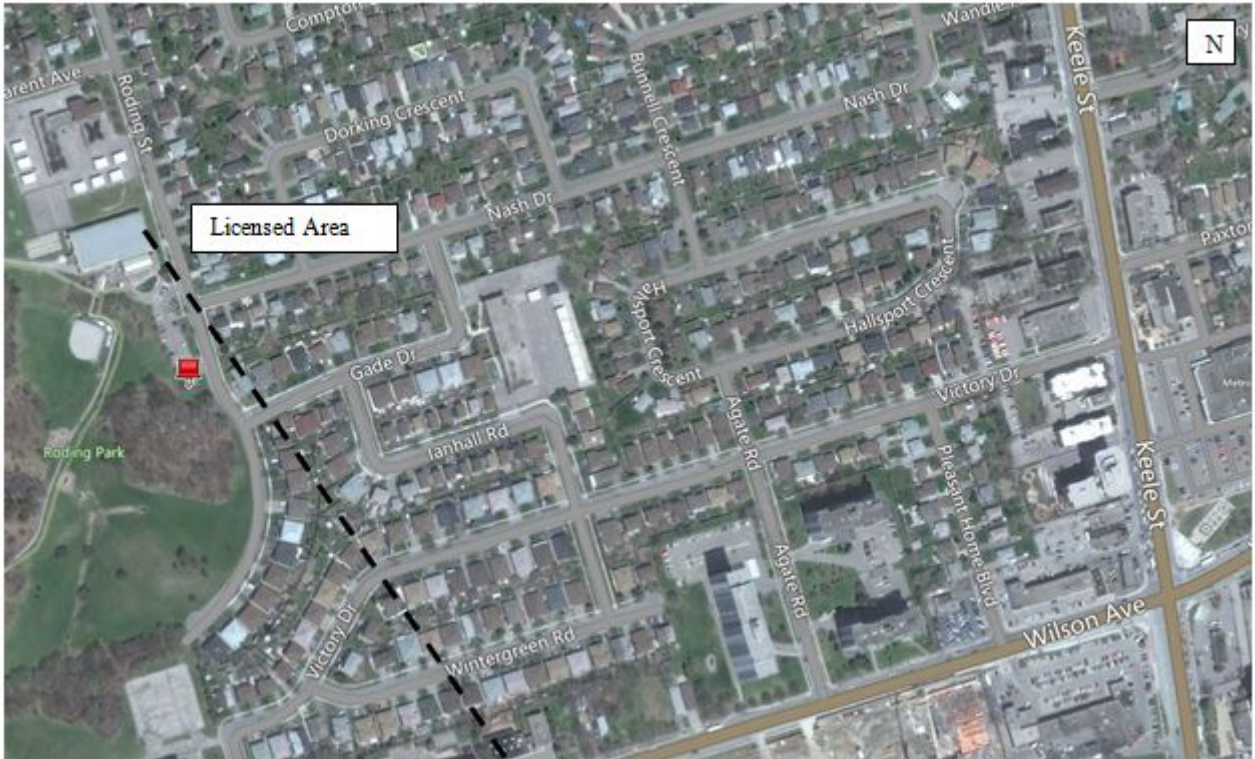
- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)										
Councillor:	Maria Augimeri				Councillor:					
Contact Name:	Alida Troini				Contact Name:					
Contacted by:	Phone	E-Mail	X	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Consent to Proceed				Comments:					
Consultation with ABCDs										
Division:	Parks, Forestry and Recreation				Division:	Financial Assessment				
Contact Name:	Patrick McCabe				Contact Name:	Felicia Mohammad				
Comments:	Consent to Proceed				Comments:	Comments Incorporated				
Legal Division Contact										
Contact Name:	Lisa A.A. Strucken									
DAF Tracking No.: 2016- 026		Date		Signature						
Recommended by:		Manager, Real Estate Services Wayne Duong		Feb. 17, 2016		Sgd.\Wayne Duong				
<input type="checkbox"/>	Recommended by:		Director of Real Estate Services Joe Casali		Feb. 26, 2016		Sgd.\Joe Casali			
<input checked="" type="checkbox"/>	Approved by:									
<input type="checkbox"/>	Approved by:		Chief Corporate Officer Josie Scioli							

#### General Conditions ("GC")

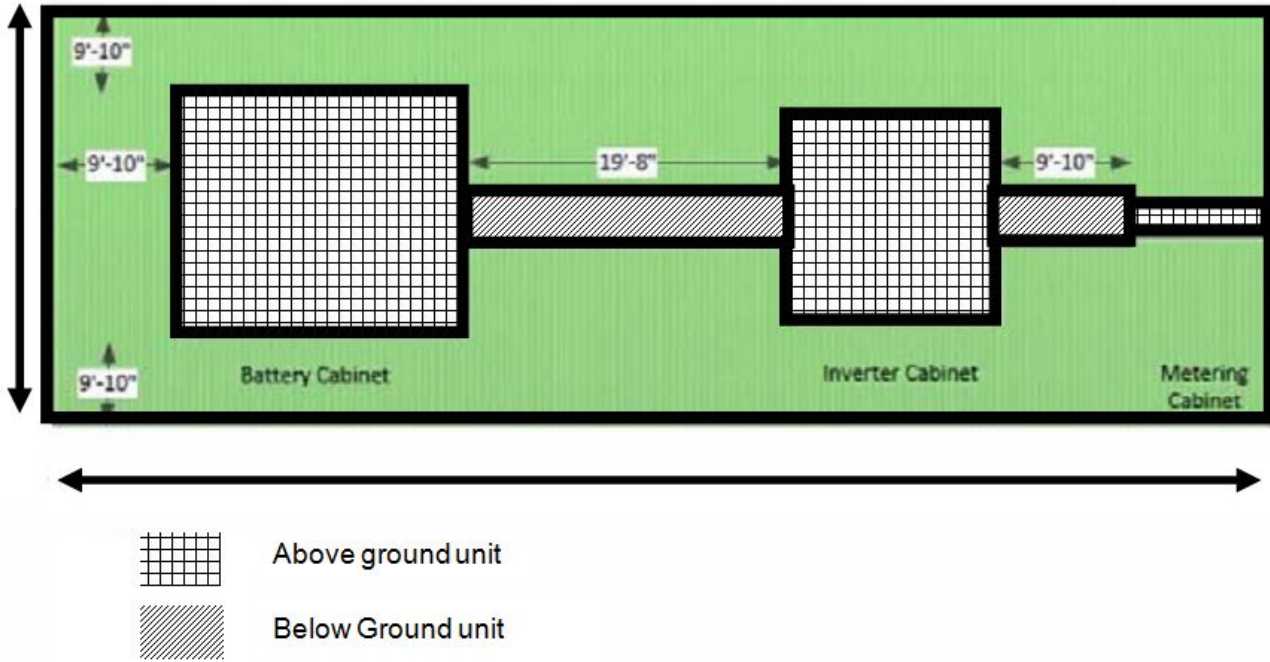
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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" Site Location Map



## Appendix "B" Energy Storage Unit Details

Community Energy Storage Units Schematic



Community Energy Storage Units Site Image



Existing plant landscaping to be maintained by Toronto Hydro reducing visual of Energy Storage Units

## **Appendix "D"**

### **Major Terms and Conditions**

Licensor: City of Toronto

Licencee: Toronto Hydro

Licence: Authority be granted for the City to renew the existing Licence Agreement with Toronto Hydro for the purpose of operation and maintenance of pad-mounted Community Energy Storage Units at 600 Roding Street in North York adjacent to the east wall of the Roding Community Centre.

Licensed Area:

1,578.00 square feet (146.601 square metres) on certain portions of lands municipally known as 600 Roding Street.

Term: Ten (10) years commencing on November 1, 2015 and expiring on October 31, 2025.

Basic Rent: \$5,049.60 in year one (1) with 3% annual increase each following year plus applicable taxes

Use:

Authority be granted to enter into a Licence Agreement with the Licencee for the right to maintain and monitor pad-mounted Community Energy Storage Units and licensed area adjacent to the Roding Community Centre.

Insurance:

Licencee to maintain a liability insurance policy in the amount of at least Five Million (\$5,000,000.00) Dollars.

Early Termination:

Either party has the right to terminate the Agreement with at least six (6) months' written notice.

Other:

The Licencee shall occupy the space continuously and actively throughout the term of the Licence for no other purpose than explicitly described "Use" of the space and the new obligation for landscaping.