

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

TRACKING NO.: 2017-121

- 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 on 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), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- 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:	Tatiana Kononova	Division:	Real Estate Services
Date Prepared:	June 12, 2017	Phone No.:	(416) 392 – 3883

Purpose	To obtain authority to enter into a three (3) year license agreement (the "Agreement") with 2470347 Ontario Inc. (the "Licensor") for use of an approximately 525 square meter area located at 1245 Dupont Street (the "Licensed Area") commencing July 24, 2017 and expiring July 23, 2020 (the "Term") for the purpose of temporarily relocating the operation of the City's BMX park from another location on the adjacent City owned property at 1260 Dufferin Street ("Wallace Emerson Park").
Property	Portion of the property municipally known as 1245 Dupont Street, Toronto, located south of the Galleria Mall and currently used for parking purposes, as outlined in blue in the Schedule "C" attached hereto (page 6). The total area for use as a BMX Park is outlined in black, the small City owned portion is outlined in yellow, and the area outlined in blue is owned by the Licensor.
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the License Agreement with the Licensor for use of the Licensed Area for the duration of the term, substantially on the terms and conditions set out in Appendix "A" together with such other terms and conditions as the Chief Corporate Officer deems appropriate and in form acceptable to the City Solicitor. 2. The Chief Corporate Officer or designate shall administer and manage the License 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 matter 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	Although the City is not obligated to pay a licence fee for use of the Licensed Area, the total cost to the City will be approximately \$72,000 for the three (3) year term (net of HST) of which \$60,000 (net of HST) relates to installation of equipment and \$12,000 (net of HST) is for operating and maintenance expenses. Parks, Forestry and Recreation Division ("PF&R") is responsible for bearing the costs of installing the equipment and maintenance and operating costs. The cost centre for equipment installation and for operating and maintenance costs would reside with Parks (P12081). The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Comments	Since the City has received noise complaints from the local community due to the use of the bike ramps at Wallace Emerson Park, PF&R has been working with the Licensor and the local Councillor for Ward 18 in an effort to relocate the existing BMX bike ramps from their current location at the western part of Wallace Emerson Park to the more desirable location at the southern portion of the Property (both locations as shown in the Schedule "B", page 5). The Term of the License is for three (3) years instead of the standard five (5) years because the Licensor intends to re-develop the Property. There are no renewal rights and the City is required to remove the equipment and restore the Licensed Area upon the expiry of the Term. The long-term location of the BMX Park is something that can be considered as part of the City's planned refurbishment of Wallace Emerson Park. PF&R confirms that these premises are required and supports the City entering into the Agreement.
Terms	See Appendix "A" on page 4 for Major Terms and Conditions.

Property Details	Ward:	18 – Davenport
	Assessment Roll No.:	1904031490036000000 and 1904031490037000000
	Approximate Size:	35 m x 15 m ±
	Approximate Area:	approximately 525 square meters (5,651 square feet)
	Other Information:	N/A

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):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> (a) 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) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.
12. Easements (City as Grantee):	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
14. Miscellaneous:	<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).	Delegated to a less senior position.
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<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 or her.

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:					Councillor:				
Contact Name:					Contact Name:				
Contacted by:					Contacted by:				
Comments:					Comments:				
Consultation with ABCDs									
Division:					Division:				
Contact Name:					Contact Name:				
Comments:					Comments:				
Legal Division Contact									
Contact Name:					Catherine Thomas				
DAF Tracking No.: 2017-121					Date		Signature		
Recommended by:					June/13/2017		Sgd.\ Wayne Duong		
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali <input checked="" type="checkbox"/> Approved by:					June/14/2017		Sgd.\ 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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"
Major Terms and Conditions for Licence Agreement

Licensed Lands:

Approximately 525 square meters (5,651 square feet)

Licensor:

2470347 Ontario Inc.

Licensee:

City of Toronto

Property Address:

Portion of the property located at 1245 Dupont Street

Term:

Three (3) years, commencing July 24, 2017 and expiring July 23, 2020

Licence Fee:

Nil

Associated Costs:

The operating and maintenance costs for the new BMX area will reside with the City and will be approximately \$12,000 (net of HST) for the 3 year term or \$4,000 per annum (net of HST).

The City shall be responsible for the installation of the equipment required to resume normal operation of the BMX Park, including fencing, jersey barriers, signage and ramps in the revised location. Estimated costs for the equipment installation are \$60,000 (net of HST) and they are to be split as follows: moving the ramps and signage - \$42,000, installing fences - \$13,000, installing concrete jersey barriers on the west side of the BMX area - \$5,000.

The total cost to the City will be approximately \$72,000 for the three (3) year term (net of HST).

The City is not responsible for any extra cost associated with the Lands, such as property tax and HST on property tax.

Use:

The Licensor grants to City and its contractors and consultants the right to access the Licensed Lands in order to install, operate and maintain the BMX Park in accordance with the project specifications and acknowledges the public's the right to use the BMX Park in accordance with the Municipal Code Chapter 608 (the Parks Bylaw) and all other applicable federal, provincial and municipal statues, regulations, bylaws ordinances, orders, rules or guidelines.

Licensor responsibilities:

- removal and/or demolition of existing structures/fixtures/chattels on the licensed area as required
- removal of any electrical and water feeds to the structure
- grading and asphaltting of the licensed with a grade deemed appropriate for the BMX ramps by the City

Licensee responsibilities:

- installation of fencing for the proposed BMX area as deemed appropriate by the City (the fence will require footings that will be installed with the permission of the licensee)
- jersey barriers to prevent vehicle access
- moving of the ramps, which will coincide with the fence installation

Insurance:

The City will provide the Licensor evidence of Comprehensive General Liability Insurance in the amount of \$5,000,000.

Termination rights:

The City shall have the right to terminate the License upon giving thirty (30) days written notice thereof to the Licensor. In the event of such notice the City shall be responsible for restoring the Licensed Area and the Licensor shall notify the City in writing within two weeks that the restoration of the Licensed Area has been completed.

The Licensor shall have the right to terminate the License, if the Licensed Area is required for the re-development of the Property, upon giving sixty (60) days written notice thereof to the City. In the event of such notice the Licensor shall be responsible for restoring the Licensed Area at their cost and expense.

SCHEDULE "A" SITE LOCATION MAP



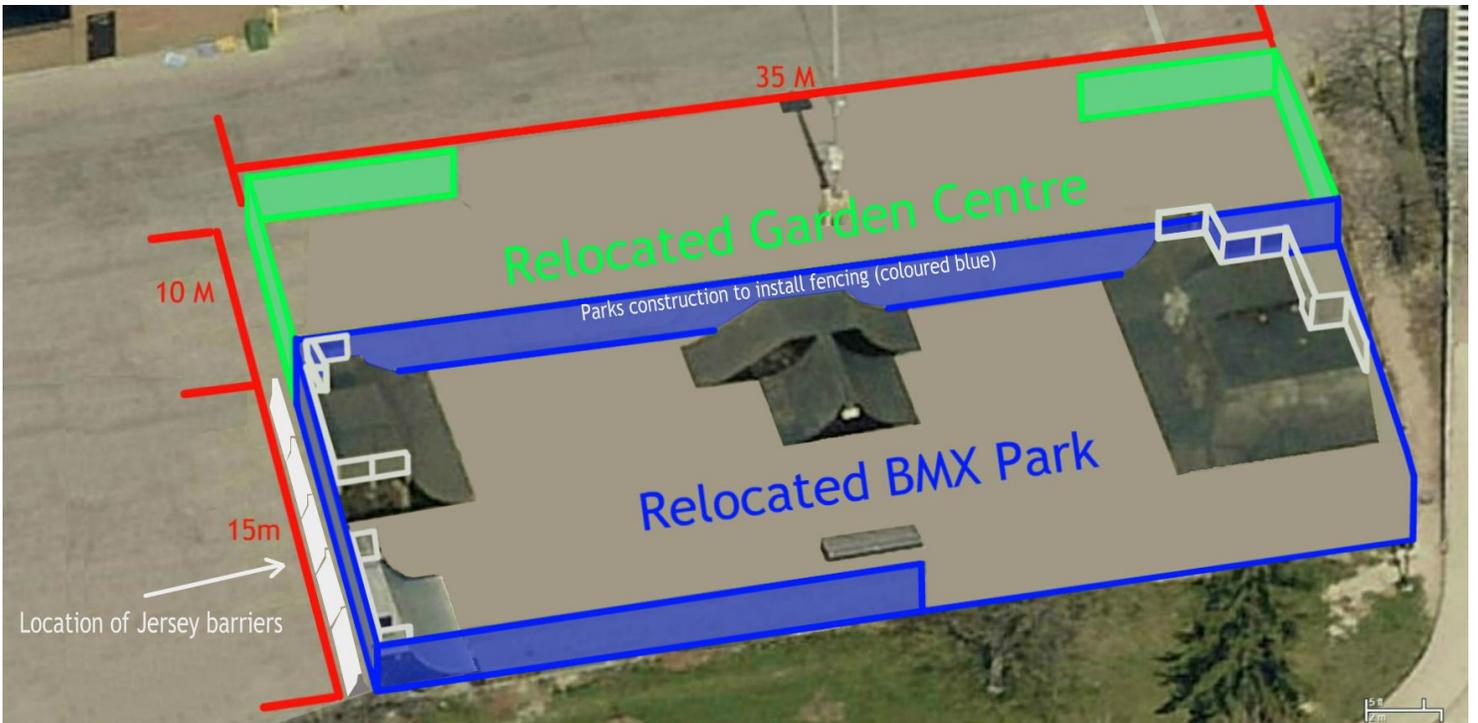
SCHEDULE "B" CURRENT AND NEW LOCATIONS



**SCHEDULE "C"
NEW LOCATION**



**SCHEDULE "D"
RELOCATED BMX PARK***



* Relocated Garden Center shown on Schedule "D" is a separate project. Licensor is responsible for implementing this separate project without involvement of Licensee.