

**DELEGATED APPROVAL FORM
CITY MANAGER
DEPUTY CITY MANAGER & CHIEF FINANCIAL OFFICER**

TRACKING NO.: 2017-004

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).

Prepared By:	Adriel Clayton	Division:	Real Estate Services
Date Prepared:	February 14, 2017	Phone No.:	416-392-7176

Purpose	To obtain authority for the City to enter into a temporary license agreement with Toronto Community Housing Corporation ("TCHC") to permit access and construction of a children's playground on a City-owned former public lane between Baldwin Street and Cecil Street, Toronto.
Property	The former public lane is legally known as Lane on Plan D95, Toronto, closed by CT283457 (the "Property"), as outlined in Schedule "A".
Actions	<ol style="list-style-type: none"> Authority be granted to enter into a nominal sum temporary license agreement with TCHC substantially on the terms and conditions set out on Page 4 hereof and any other or amended terms and conditions as may be deemed appropriate by the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor; The CCO or her designate shall administer and manage the license agreement, including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the CCO may, at any time, refer consideration of such matters to City Council for its determination and direction; and The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>There is no financial impact. Authority to enter into the licence agreement is for nominal consideration.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information</p>
Comments	<p>The Property is a former public lane which was stopped up and closed on October 11, 1977 by the former City of Toronto Council through By-Law No. 623-77. The former laneway had been leased to City of Toronto Non-Profit Housing Corporation ("City Home") for use as a walkway and open area since March 5, 1978 (the "Laneway Lease"). The Laneway Lease provided that it would automatically terminate upon the termination of the Ontario Housing Corporation lease to City Home of the abutting housing complexes located on either side of the former laneway (the "Housing Lease"). In 1999, City Home became Toronto Housing Company Inc. by amalgamation. In 2002, Toronto Housing Company Inc. transferred all of its assets and liabilities to TCHC, including the Laneway Lease. Subsequently, Ontario Housing Corporation transferred title to the abutting housing complexes to TCHC in 2010. By reason of TCHC becoming both the landlord and tenant of the Housing Lease, the Housing Lease simultaneously terminated in 2010. When the Housing Lease terminated, the Laneway Lease automatically terminated at the same time in accordance with the terms of the Laneway Lease. TCHC and its predecessor housing companies have continuously used the Property since 1978 and are currently using the Property for the benefit of the residents in the abutting housing complexes, although the Laneway Lease has automatically terminated.</p> <p>The authority requested here is to provide TCHC permission to temporarily access and construct a children's playground, designed to be constructed partially on the Property (as shown on Schedule "B") and primarily on TCHC's abutting lands. TCHC is also requesting a new long-term lease agreement for use of the Property (not contained in the authority requested here), but is anxious to commence work on the Property pending the approval process for a new long-term lease. Until the new lease agreement is finalized, the licence agreement will give TCHC permission to begin constructing the children's playground for the benefit of its residents.</p> <p>The Property has been declared surplus, subject to utility easements to be granted to Bell Canada and Toronto Hydro and an easement reserved in favour of the City for Toronto Water, by Declared Surplus Approval Form (Tracking No. 2016-17).</p> <p>The Technical Working Committee considered the proposed use of the Property at its meeting on July 8, 2016 and expressed no concerns.</p>
Terms	See terms and conditions outlined on Page 5.

Property Details	Ward:	Ward 20 – Trinity-Spadina
	Assessment Roll No.:	1901071270029000000
	Approximate Size:	N/A
	Approximate Area:	711 m ² ± (7,998 ft ² ±)
	Other Information:	N/A

A.	Deputy City Manager & Chief Financial Officer has approval authority for:	City Manager has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</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: N/A</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>(a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p>(b) Releases/Discharges;</p> <p>(c) Surrenders/Abandonments;</p> <p>(d) Enforcements/Terminations;</p> <p>(e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p>(f) Objections/Waivers/Cautions;</p> <p>(g) Notices of Lease and Sublease;</p> <p>(h) Consent to regulatory applications by City, as owner;</p> <p>(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p>(j) Documentation relating to Land Titles applications;</p> <p>(k) Correcting/Quit Claim Transfer/Deeds.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million;</p> <p><input checked="" type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$3 Million).</p> <p>Delegated to a less senior position.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million;</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 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 \$5 Million).</p> <p>Delegated to a less senior position.</p>

B. City Manager and Deputy Manager & Chief Financial Officer each has signing authority on behalf of the City for:

Documents required to implement the delegated approval exercised by him or her.

Consultation with Councillor(s)

Councillor:	Joe Cressy	Councillor:	
Contact Name:	Raymond Ngu	Contact Name:	
Contacted by:	X Phone	Contacted by:	Phone E-mail Memo Other
Comments:	Consented	Comments:	
Consultation with ABCDs			
Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Filisha Mohammed
Comments:		Comments:	Proceed
Legal Division Contact			
Contact Name:	Shirley Chow		

	Date	Signature
Recommended by: Wayne Duong, Manager	Feb/22/2017	Sgd.\ Wayne Duong
Recommended by: Joe Casali, Director of Real Estate Services	Mar/3/2017	Sgd.\ Joe Casali
Recommended by: Josie Scioli, Chief Corporate Officer	Mar/6/2017	Sgd.\ Josie Scioli
Approved by: Deputy City Manager & Chief Financial Officer, Roberto Rossini	Mar/16/2017	Sgd.\ J. Farag for DCM
Approved by: City Manager, Peter Wallace		X

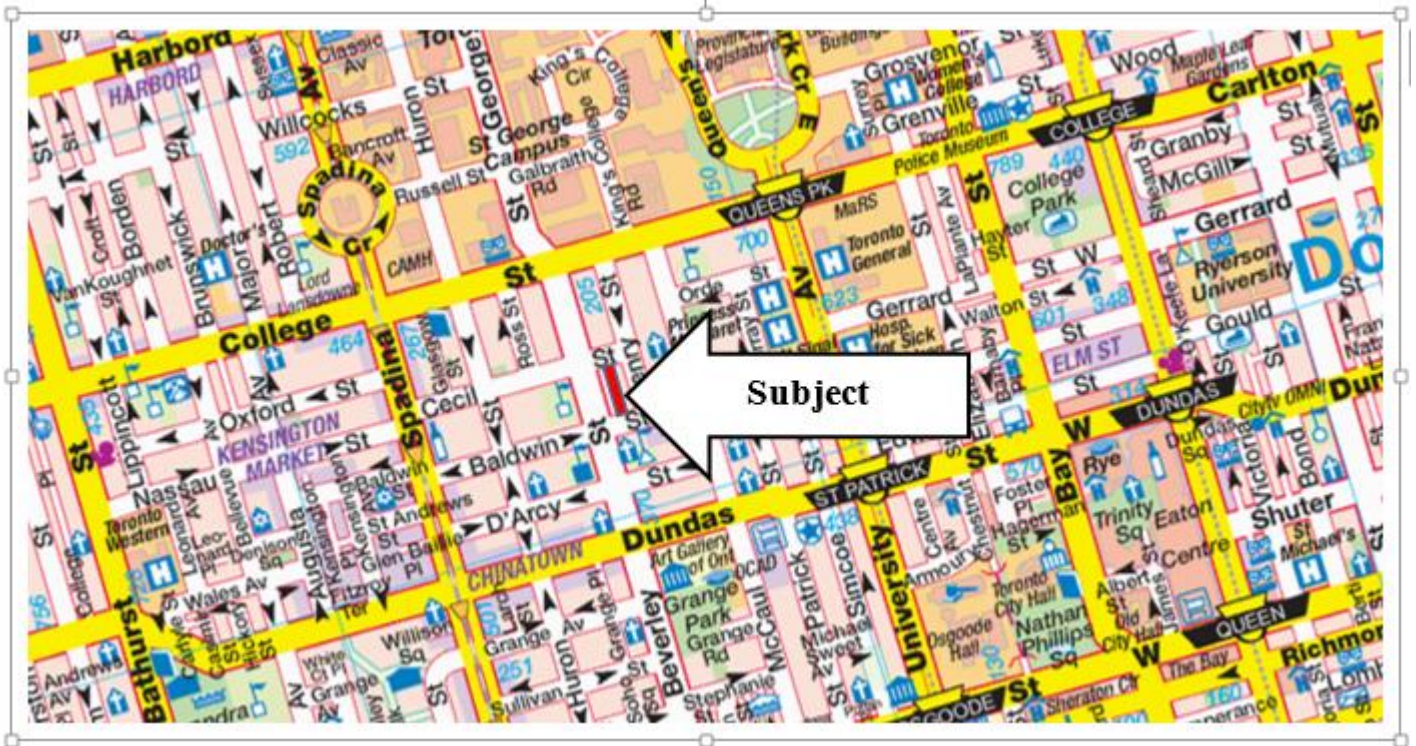
General Conditions ("GC")

- (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 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 leasing matters (**A.9 and A.10**) 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.

Terms and Conditions

Licensee:	Toronto Community Housing Corporation
Property:	Lane on Plan D95, Toronto, closed by CT283457
License Fee:	\$1.00 license fee
Term:	Twelve (12) months
Option to Renew:	No renewal options
Use:	Access and construction of a children's playground
No Long-Term Interest:	The Licensee acknowledges that it is proceeding with the construction of the children's playground at its sole risk and without having any long-term interest in the Property.
Restoration:	Upon expiry or termination of the licence agreement, at the discretion of the City, TCHC may be required to remove the children's playground or any part thereof that is constructed upon the Property and to restore the Property to its prior condition as a walkway and meet any Ministry of Environment and Climate Change requirements.
Indemnity:	The Licensee shall indemnify and save the City harmless from and against all losses, actions and claims brought against the City or its Property in respect of loss, damage or injury arising out of the Licensee's occupancy or use of the Property.
Insurance:	The Licensee shall take out and keep in force commercial general liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000.00), with the City added as an additional insured.
Utility Providers' Compliance Requirements:	The Licensee shall comply with the requirements of Toronto Water, Toronto Hydro and Bell Canada (the "Utility Providers"), and will be directly responsible to the Utility Providers for compliance with their conditions in respect of the construction of the children's playground.

Schedule "A" – The Property (outlined)



Schedule "B" – Children's Playground on the Property (dashed)

