**DELEGATED APPROVAL FORM**

**CHIEF CORPORATE OFFICER**

**DIRECTOR OF REAL ESTATE SERVICES**

Tracking No.: 2017-146

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**Prepared By:** Vinkie Lau  
**Division:** Real Estate Services  
**Date Prepared:** May 23, 2017  
**Phone No.:** 416-392-3891

### Purpose

To obtain authority for the City to enter into a temporary licence agreement (the "Licence Agreement") with Toronto West Community Church (the "Licensor") to access a portion of the Property for the purpose of construction staging for the roof replacement of the Macaulay Child Development Center (the "MCDC") located at 610 Jane Street, Toronto.

### Property

Portion of the lands and premises known as 606 Jane Street, Toronto comprising the rear yard and two (2) parking spaces, having an area of approximately 995 square feet (the "Licensed Area") as set out in the Aerial Photo attached in Appendix "B".

### Actions

1. Authority be granted for the City to enter into the Licence Agreement with the Licensor on the terms and conditions set out on Schedule "A" hereto and on 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;
2. The CCO or her designate shall administer and manage the Licence 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
3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.

### Financial Impact

The City shall pay to the Licensor, prior to the Commencement Date (as defined below), a licence fee in the amount of $500.00 (plus HST) or $508.80 (net of HST recoveries) for the term of the temporary licence agreement. Funding is available in the 2017 Council Approved Operating Budget for Children's Services.

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

### Comments

The Licensed Area is adjacent to the MCDC and its use is required for construction staging for the roof replacement of the MCDC. And The Licensed Area shall be used only for the purpose of construction staging for the roof replacement of the MCDC, and for no other purpose whatsoever.

The Licence Agreement shall be for a period of one (1) month (the "Term") during the period commencing July 1, 2017 and ending October 31, 2017. The commencement date (the "Commencement Date") of the Term shall be determined by the City in its sole discretion. The City shall provide five (5) days' notice of the Commencement Date to the Licensor.

Prior to the delivery of notice to the TWCC by the City, the Licence Agreement may be terminated at any time, by either party, without penalty.

### Terms

Refer to Appendix "A"

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**Property Details**

<table>
<thead>
<tr>
<th>Ward</th>
<th>13 Parkdale – High Park</th>
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<tbody>
<tr>
<td><strong>Assessment Roll No.:</strong></td>
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<tr>
<td><strong>Approximate Size:</strong></td>
<td>Irregular</td>
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<tr>
<td><strong>Approximate Area:</strong></td>
<td>92.53 m² ± (995.93 ft² ±)</td>
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<td><strong>Other Information:</strong></td>
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Revised: January 11, 2017
<table>
<thead>
<tr>
<th>A.</th>
<th>Director of Real Estate Services has approval authority for:</th>
<th>Chief Corporate Officer has approval authority for:</th>
</tr>
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<tbody>
<tr>
<td>1. Acquisitions:</td>
<td>Where total compensation does not exceed $1 Million.</td>
<td>Where total compensation does not exceed $3 Million.</td>
</tr>
<tr>
<td>2. Expropriations:</td>
<td>Statutory offers, agreements and settlements where total compensation does not cumulatively exceed $1 Million.</td>
<td>Statutory offers, agreements and settlements where total compensation does not cumulatively exceed $3 Million.</td>
</tr>
<tr>
<td>3. Issuance of RFPs/REOIs:</td>
<td>Delegated to a more senior position.</td>
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<tr>
<td>4. Permanent Highway Closures:</td>
<td>Delegated to a more senior position.</td>
<td>Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</td>
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<tr>
<td>5. Transfer of Operational Management to ABCDs:</td>
<td>Delegated to a more senior position.</td>
<td>Transfer of Operational Management to ABCDs.</td>
</tr>
<tr>
<td>6. Limiting Distance Agreements:</td>
<td>Where total compensation does not exceed $1 Million.</td>
<td>Where total compensation does not exceed $3 Million.</td>
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<td>7. Disposals (including Leases of 21 years or more):</td>
<td>Where total compensation does not exceed $1 Million.</td>
<td>Where total compensation does not exceed $3 Million.</td>
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<tr>
<td>9. Leases/Licences (City as Landlord/Licensor):</td>
<td>Where total compensation does not exceed $1 Million.</td>
<td>Where total compensation (including options/ renewals) does not exceed $3 Million.</td>
</tr>
<tr>
<td>10. Leases/Licences (City as Tenant/Licensee):</td>
<td>Where total compensation (including options/ renewals) does not exceed $1 Million.</td>
<td>Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</td>
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<tr>
<td>11. Easements (City as Grantor):</td>
<td>Where total compensation does not exceed $1 Million.</td>
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<tr>
<td>12. Easements (City as Grantee):</td>
<td>Where total compensation (including options/ renewals) does not exceed $1 Million.</td>
<td>When closing road, easements to pre-existing utilities for nominal consideration.</td>
</tr>
<tr>
<td>13. Revisions to Council Decisions in Real Estate Matters:</td>
<td>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).</td>
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</tr>
<tr>
<td>14. Miscellaneous:</td>
<td>Approvals, Consents, Notices and Assignments under all Leases/Licences; Releases/Discharges;</td>
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<td>Releases/Discharges;</td>
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<td>Surrenders/Abandonments;</td>
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<td>Enforcements/Terminations;</td>
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<td></td>
<td>Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppels/Certificates;</td>
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<td></td>
<td>Objections/Waivers/Cautions;</td>
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<td>Notices of Lease and Sublease;</td>
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<td>Consent to regulatory applications by City, as owner;</td>
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<td></td>
<td>Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</td>
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<tr>
<td></td>
<td>Documentation relating to Land Titles applications;</td>
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</table>

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.
- [X] 2. Expropriation Applications and Notices following Council approval of expropriation.
- [X] 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.
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.

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.

Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.

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.

Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.

Authority to approve transactions at less than market value is subject to statutory anti-bumping provisions.

Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable codes, standards, regulations, etc., but exclusive of any applicable taxes and registration costs.

Authority to approve an exchange of land in A.7 is conditional upon the delegating authority being satisfied that the exchange is for a fair market value. Authority to approve an exchange of land in A.7 is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.

Approval Authority in A.7 exchanges, except for those in A.8, may be authorized based on the delegated Approving Authority for Disposals in A.7.

Authority to acquire 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.

Approval Authority in A.9 Leases (City as Landlord) but not Licences (City as Licensors) is limited to periods (including options/renewals) of less than twenty-one (21) years.

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.

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.

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.

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).

Authority to approve a contract for leases in A.11 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.

Approval Authority in A.11 Leases (City as Landlord) but not Licences (City as Licensors) is limited to periods (including options/renewals) of less than twenty-one (21) years.

Total compensation in leasing matters where the City is landlord (A.11) includes the value of tenant improvements if factored into tenant's rental payments.

Total compensation in leasing matters where the City is the tenant (A.12) includes the value of any tenant improvements to be paid by the City.

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.

Total compensation in leasing matters where the City is landlord (A.11) or tenant (A.12) 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).

Authority to approve a contract for leases in A.12 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.

Approval Authority in A.12 Leases (City as Landlord) but not Licences (City as Licensors) is limited to periods (including options/renewals) of less than twenty-one (21) years.
Appendix "A"

1. **Licensed Area**
The City shall licence from the TWCC a portion of the Property, comprising the rear yard and two (2) parking spaces, having an area of approximately 995 square feet (the "Licenced Area") as set out on attached Appendix "B".

2. **Term**
The Licence Agreement shall be for a period of one (1) month (the "Term") during the period commencing July 1, 2017 and ending October 31, 2017. The commencement date (the "Commencement Date") of the Term shall be determined by the City in its sole discretion. The City shall provide five (5) days' notice of the Commencement Date to the Licensor.

3. **Early Termination**
Prior to the delivery of notice to the Licensor by the City as set out in item 2 above, the Licence Agreement may be terminated at any time, by either party, without penalty.

4. **Licence Fee**
The City shall pay to the Licensor, prior to the Commencement Date, a licence fee for the Term in the amount of Five Hundred dollars ($500) plus HST (the "License Fee").

5. **Use**
The Licenced Area shall be used only for the purpose of construction staging for the roof replacement of the MCDC, and for no other purpose whatsoever.

6. **Terms and Conditions**
   a) The City will reimburse the Licensor for any damage caused to the Premises by the City, its employees, and other persons present on the Premises on behalf of the City for the purposes of the above noted use.
   b) The City will not do nor permit to be done anything on the Premises which will cause a nuisance.
   c) The City will not make any alterations to the Licensed Area and will not install electrical or other equipment without first consulting and obtaining the approval of the Licensor.
Appendix "B"
Location Map

Aerial Photo