

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

TRACKING NO.: 2015-139

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:	Desi Simova	Division:	Real Estate Services
Date Prepared:	July 27, 2015	Phone No.:	(416) 338 - 3596

Purpose	To obtain authority to enter into a licence agreement (the "Licence") with Broccolini Construction Inc. (the "Licensee") to authorize the Licensee with access to cross over a City owned 1 Foot Reserve with a total land area of approximately 67 square feet located at the most southerly point of Denrock Drive for a term of Four (4) months, commencing August 1, 2015 and expiring on November 30, 2015 (the "Term").
Property	1 Foot Reserve Plan 5754 located at the south limit of Denrock Drive (the "Licensed Lands") as shown on Schedule "A".
Actions	<ol style="list-style-type: none"> Authority be granted to enter into a Licence with the Licensee for the Licensed Lands, substantially on the terms and conditions set out below and on any other amended terms and conditions as may be determined by the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor; The CCO or his or her designate shall administer and manage the Licence, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the CCO may, at any time, refer consideration of such matters (including their content) 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>The Licensee will pay a licence fee of \$6,000 net of HST to the City for the Term.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The 1 Foot Reserve was established to prohibit vehicular access to the adjacent site at 784 Sheppard Avenue East, which is currently under construction by the Licensee. The northern portion of 784 Sheppard Avenue East (where the Licensed Lands are located) will be redeveloped into fifty stacked townhouses and the southern portion will be redeveloped into a two-storey commercial building. The Licensee requires access over the Licensed Lands for health and safety purposes and limited deliveries to accommodate the construction at 784 Sheppard Avenue East. The terms and conditions of the Licence were determined in consultation with surrounding residents.</p> <p>When construction at 784 Sheppard Avenue East is completed, vehicular access over the 1 Foot Reserve will no longer be permitted.</p>
Terms	See terms and conditions on page 4.

Property Details	Ward:	24 – Willowdale
	Assessment Roll No.:	
	Approximate Size:	0.30 m x 20.28 m ± (1.00 ft x 66.54 ft ±)
	Approximate Area:	6.08 m ² ± (66.54 ft ² ±)
	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:

- 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:	David Shiner					Councillor:			
Contact Name:	James Lin					Contact Name:			
Contacted by:	X	Phone	X	E-Mail		Memo		Other	
Comments:	Consent					Comments:			
Consultation with ABCDs									
Division:	Transportation Services – Traffic Planning/Right-of-Way Management					Division:	Financial Planning		
Contact Name:	Gilbert Yu					Contact Name:	Filisha Mohammed		
Comments:	Consent					Comments:	Consent		
Legal Division Contact									
Contact Name:	Maria Vlahos								
DAF Tracking No.: 2015 - 139					Date		Signature		
Recommended by: Manager, Wayne Duong					July 27, 2015		Sgd.\ Wayne Duong		
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali				July 28, 2015		X Sgd.\ Joe Casali		
<input checked="" type="checkbox"/>	Approved by:								
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Scioli						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 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.

Major Terms and Conditions

Licensor:

City of Toronto.

Licensee:

Broccolini Construction Inc.

Licensed Lands:

1 Foot Reserve located at the most southerly point of Denrock Drive as shown on Schedule "A".

Licence Fee:

The Licence Fee is Six Thousand (\$6,000) Dollars, plus HST.

Term:

The Licence commences on August 1, 2015 and expires on November 30, 2015.

Renewal:

None.

Use and Conditions of Use:

The Licensee may drive its construction vehicles over the Licensed Lands for various deliveries in relation to the construction taking place at 784 Sheppard Avenue East including the following:

- servicing and removing of portable washrooms;
- delivery of water for washing and drinking purposes; and
- special deliveries consisting of construction materials and machines;

The following conditions shall be followed by the Licensee to drive construction vehicles over the Licensed Lands:

- All construction vehicles may only enter and exit the construction site on Tuesdays and Thursdays, between the hours of 9:30 a.m. and 3:00 p.m.
- A weekly maximum of eight (8) vehicles per week can cross the Licensed Lands in order to enter and exit the construction site via Denrock Drive as follows:
 - A maximum of two (2) special delivery vehicles entering and exiting the construction site per day, for a total of four (4) special delivery vehicles per week; and
 - A maximum of two (2) water delivery and washroom servicing vehicles entering and exiting the construction site per day, for a total of four (4) water delivery and washroom servicing vehicles per week (the "Weekly Deliveries").
- The Licensee shall maintain the existing gate at the southern limit of Denrock Drive. The gate shall be closed at all times when construction vehicles are not entering or exiting the construction site at 784 Sheppard Avenue East.
- In order to ensure community safety, flag persons and spotters shall be provided by the Licensee during the Weekly Deliveries.
- Residents at 24 to 29 Denrock Drive (inclusive) will be provided notice of the Weekly Deliveries schedule at least Twenty-Four (24) hours prior to the first Weekly Delivery.

Insurance: The Licensee shall provide Commercial Comprehensive General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per Occurrence adding the City of Toronto as an Additional Insured. The Licensee shall provide Standard Automobile Liability Insurance for all owned or leased licensed motorized vehicles that will be used in the performance of the Use in an amount not less than Two Million Dollars (\$2,000,000.00).

Indemnity: The Licensee shall fully release and indemnify the City of Toronto against all actions, causes of actions, claims, demands under and in connection with the Workplace Safety and Insurance Act and the Environmental Protection Act. The Licensee shall waive and forever discharge the City of any claims in respect of death, injury, loss or damage to the person or any property of the Licensee or others howsoever caused arising or to arise by authorizing this Licence.

Schedule "A"

Licensed Lands Location Map



