

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

TRACKING NO.: 2017-210

- 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:	Patrick McCabe	Division:	Parks, Forestry & Recreation
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Date Prepared:	August 1, 2017	Phone No.:	(416) 338 0791
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Purpose	To obtain authority to enter into a five (5) year Licence Agreement (the "Licence") with the Canadian National Exhibition Association ("CNEA") (the "Licensee"), for operation of public events within Marilyn Bell Park (the "Park") in conjunction with the annual Canadian National Exhibition ("CNE").
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Property	Marilyn Bell Park – 1095 Lake Shore Boulevard West
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| Actions | <ol style="list-style-type: none"> 1. The City enter into the Licence effective April 1, 2017 and terminating on March 31, 2022 (the "Term"), subject to a \$1.00 annual licence fee, on terms and conditions as may be determined appropriate by the General Manager – Parks, Forestry & Recreation and in a form acceptable to the City Solicitor. 2. The GM be authorized to administer and manage the Licence including the provision of any consents, approvals, notices and notices of termination provided that the GM may, at any time, refer consideration of such matter to the City Council for its determination and direction. 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. |
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Financial Impact	There is no financial impact.
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Comments	The City of Toronto has agreed to license a portion of the Park for uses associated with the Licensee's annual air show (the "Air Show") and the annual waterski/wakeboard show or such similar on water events (the "Water Show"), collectively, the "Events". The Licensee shall provide the schedule of Event dates to the City's General Manager of Parks, Forestry and Recreation (or designate) by February 1 st in each year during the Term. The Events include the establishment of a show viewing area, the sale of goods, food and beverages and tent installation, during the CNE Period as defined in the First Renewal Term of the Master Agreement in effect from April 1, 2017 to March 31, 2022.
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Terms	See page 4 hereof
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Property Details	Ward:	14 – Parkdale-High Park
	Assessment Roll No.:	19 04 021 010 001 00
	Approximate Size:	
	Approximate Area:	14,468 m ² ± (155,732 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):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input 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 six (6) 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).	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	Delegated to a less senior position.
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<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 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:		Gord Perks				Councillor:				
Contact Name:		Meri Newton				Contact Name:				
Contacted by:		Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:						Comments:				
Consultation with ABCDs										
Division:						Division:				
Contact Name:						Contact Name:				
Comments:						Comments:				
Legal Division Contact										
Contact Name:		Lisa Strucken								
DAF Tracking No.: 2017- 210					Date		Signature			
Recommended by: Manager Ryan Glenn (PF&R)					Aug/10/2017		Sgd.\ Ryan Glenn			
<input type="checkbox"/>	Recommended by: Director of Real Estate Services				Aug/10/2017		Sgd.\ Joe Casali			
<input checked="" type="checkbox"/>	Approved by: Joe Casali									
<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 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.

Canadian National Exhibition Association – Marilyn Bell Park
- Major Terms and Conditions

Licensor:

City of Toronto

Licensee:

Canadian National Exhibition Association

Licensed Area and Access Lands:

As shown on Schedule "A" attached.

Term:

Five year (5) Licence Agreement commencing April 1, 2017 and expiring March 31, 2022

Renewal:

No right of renewal

Licence Fee:

April 1, 2017 - March 31, 2022 \$1.00 per annum

Net Licence:

The Fee payable under the Licence is net to the Licensor, unless expressly provided otherwise in the Licence.

Use:

To use the Licensed Area only for the purpose of viewing area, sale of goods, food and beverages (including liquor) and tent installation, and for no other purpose whatsoever. Amusement rides and games are not permitted within the Licensed Area without the written approval of the General Manager, which may be arbitrarily or unreasonably withheld, and pony rides, petting zoos and horse-drawn wagons are prohibited at all times.

Insurance:

The Licensee shall, at all times during the Term of this Agreement, maintain or cause to be maintained Commercial General Liability insurance in the amount of Five Million Dollars (\$5,000,000) on a per occurrence basis, including personal injury, employer's and contingent employer's liability, blanket contractual liability, provisions for cross liability and severability of interests and non-owned automobile liability insurance.

Indemnification:

The Licensee shall at all times indemnify and save harmless the City of and from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, the Occupational Health and Safety Act or any successor legislation), made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without limitation, employees, agents and property of the City or of the Licensee and/or non-payment of project/construction managers, sub-contractors, consultants, sub-consultants and suppliers) directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's construction at, occupation or use of, or any operation in connection with, the Licensed Area or any fixtures or chattels thereon (including water left running, gas that escapes or imperfect or insufficient installation of any construction or other improvement thereon).

Assignment:

The Licensee shall not to assign, sub-licence or otherwise part with possession of all or any portion of this Agreement or the Licensed Area without the prior written consent of the General Manager, which consent may be arbitrarily and unreasonably withheld.

SCHEDULE A

