

**DELEGATED APPROVAL FORM**  
**DEPUTY CITY MANAGER, INTERNAL CORPORATE SERVICES**  
**DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2017-310

<input checked="" type="checkbox"/> 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).			
<input type="checkbox"/> 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:	Alma Agoviku	Division:	Real Estate Services
Date Prepared:	December 12, 2017	Phone No.:	416-392-7214
<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Agreement") with Toronto District School Board ("TDSB") as licensor, for a term of approximately one (1) month, for the purpose of geotechnical investigations and site survey work on a portion of the TDSB-owned school site known as Alexander Muir/Gladstone Avenue Junior and Senior Public School and the Grove Community School, known municipally as 108 Gladstone Avenue, Toronto.		
<b>Property</b>	176.62 m <sup>2</sup> of the property known municipally as 108 Gladstone Avenue, Toronto (the "Property"), being part of PIN 21296-0150 (LT) (see map and sketch attached as Appendices "A" and "B")		
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority is granted for the City to enter into the Agreement with TDSB for the use of the Property, for a term commencing on December 15, 2017 and expiring on January 15, 2018 (the "Term"), substantially on the terms and conditions outlined herein, and any such other terms and conditions deemed appropriate by the Deputy City Manager, Internal Corporate Services, and in a form acceptable to the City Solicitor.</li> <li>2. The Deputy City Manager, Internal Corporate Services, or her designate shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the Deputy City Manager, Internal Corporate Services, at any time, may refer consideration of such matters to City Council for its determination and direction.</li> <li>3. The City Solicitor is authorized to complete the transaction on behalf of the City, including payment of any necessary expenses and amending and waiving terms and conditions, on such terms as she considers reasonable.</li> <li>4. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	<p>There is no cost to the City as TDSB will grant the license to the City for nominal consideration.</p> <p>There is no financial impact.</p> <p>The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	The work to be completed under this Agreement is required for the Dufferin Waterloo bike connection and for safety measures to be implemented for the school zones. The new City bicycle path will provide a benefit to the community and to the school, as it will create a safer playground area for students by re-directing bicycle traffic away from the school yard towards the new bicycle path.		
<b>Terms</b>	See Major Terms and Conditions outlined on page 4.		
<b>Property Details</b>	<b>Ward:</b>	Ward 18, Davenport – Ana Bailao	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>	176.62 m <sup>2</sup>	
	<b>Approximate Area:</b>	176.62 m <sup>2</sup>	
	<b>Other Information:</b>		

A.	Director of Real Estate Services has approval authority for:	Deputy City Manager, Internal Corporate Services 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/REOIs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<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: N/A	<b>Delegated to a more senior position.</b>	<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 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 checked="" 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. <b>Delegated to a less senior position.</b>
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. Deputy City Manager, Internal Corporate Services 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.

**Deputy City Manager, Internal Corporate Services 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:		Ana Bailao				Councillor:				
Contact Name:		Liliana Custodio				Contact Name:				
Contacted by:		Phone	x	E-Mail		Memo		Other		
Comments:		conkurs				Comments:				
Consultation with ABCDs										
Division:		Citizen Focused Services B/Transportation				Division:		Financial Planning		
Contact Name:		Saikat Basak				Contact Name:		Patricia Libardo		
Comments:		conkurs				Comments:		conkurs		
Legal Division Contact										
Contact Name:		Nicole See-Too								
DAF Tracking No.: 2017-310		Date			Signature					
Recommended by:		Manager (Tim Park)			December 12 <sup>th</sup> , 2017		Signed By: Tim Park			
<input type="checkbox"/>	Recommended	Director of Real Estate Services			December 17 <sup>th</sup> , 2017		Signed By: David Jollimore			
<input type="checkbox"/>	Approved by:	David Jollimore								
<input type="checkbox"/>	Approved by:	Deputy City Manager, Internal Corporate Services			December 18 <sup>th</sup> , 2017		Signed By: Josie Scioli			
<input type="checkbox"/>		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 Deputy City Manager, Internal Corporate Services, in consultation with any other 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 50M<sup>2</sup> 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.

**MAJOR TERMS AND CONDITIONS**

**Parties:** TDSB as licensor, City as licensee

**Term:** December 15, 2017 to January 15, 2018

**Use:** Site survey work, geotechnical investigations (including drilling and then backfilling boreholes), pre- and post-construction surveys, and arborist investigations

**Indemnity:** The City shall indemnify TDSB for all claims in connection with any loss or injury arising from the City's exercise of the rights granted by the Agreement, except to the extent caused by the negligence or willful misconduct of TDSB. The City shall also indemnify TDSB against all liens and other claims under the *Construction Lien Act* related to any work performed by the City on the Property.

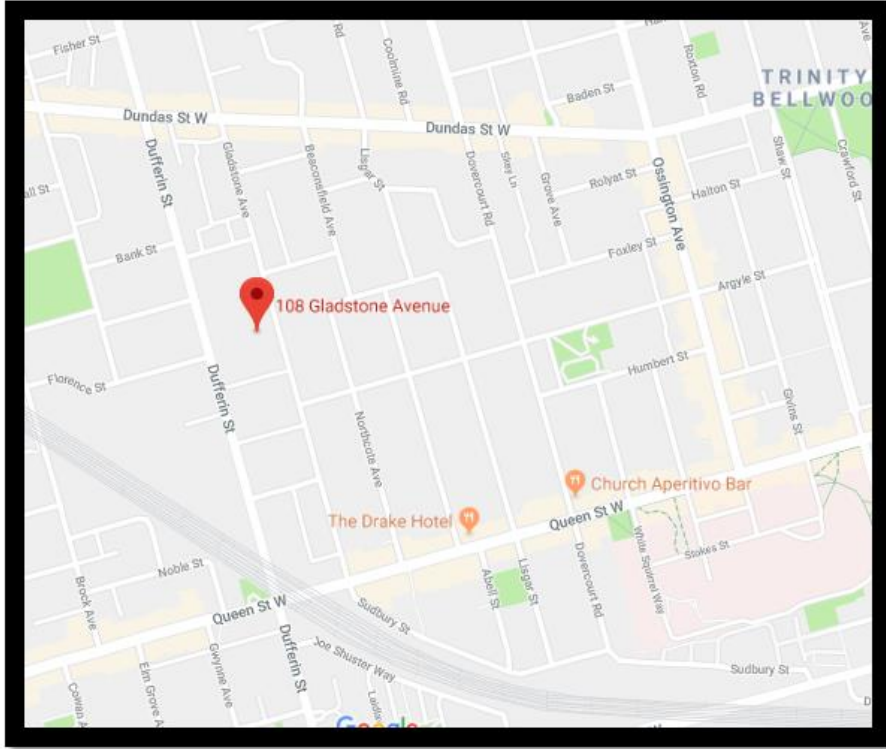
**Costs:** The City shall pay TDSB's reasonable expenses arising out of any deficiencies in the City's work on the Property, the City's failure to comply with the Agreement, and any costs TDSB may incur in enforcing the terms of the Agreement.

**Insurance:** Throughout the Term, the City shall maintain commercial general liability insurance with limits not less than \$10,000,000.00 per occurrence.

**Termination:** TDSB shall have the right to terminate the Agreement if the safety or security of any students is put at risk, or if the City fails to comply with the Agreement.

**Reports:** The City shall provide TDSB with copies of all reports generated through its use of the Property.

# APPENDIX "A" Map



### APPENDIX "B" Access Area

